

A G E N D A

**SAN RAFAEL SANITATION DISTRICT
BOARD OF DIRECTORS
THURSDAY – FEBRUARY 4, 2021 - 11:00 A.M.
Join Zoom Meeting at <https://zoom.us/j/97026299529>**

Meeting ID: 970 2629 9529

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+16699006833,,97026299529# US (San Jose)

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Meeting ID: 970 2629 9529

Find your local number: <https://zoom.us/u/abNB30QXOE>

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 – January 7, 2021.

3. PAYMENTS

Request approval as submitted.

4. OLD BUSINESS

a. None.

5. NEW BUSINESS

a. Adopt resolution to accept the sewer easement at 26 Tweed Terrace (APN 016-091-18).

- b.** Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Park Engineering for additional construction management related services for the Francisco Boulevard East Sewer Improvement Project.
- c.** Adopt resolution authorizing the District Manager/District Engineer to sign an Agreement with Ewers Engineering for engineering related services for the Air Release Valve at Francisco Boulevard East and Harbor Street Project.
- d.** Adopt resolution authorizing the District Manager/District Engineer to sign an Agreement with Ewers Engineering for engineering related services for the Isolation Valve Replacement Project.

6. INFORMATIONAL ITEMS

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

8. CLOSED SESSION

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

9. ADJOURNMENT

The next scheduled meeting is March 4, 2021.

SAN RAFAEL SANITATION DISTRICT
Minutes of the Meeting
January 7, 2021

Special Meeting

Via Teleconferencing

The meeting was called to order at 10:34 A.M. by Acting Chair Rice.

Attendance Board:	Kate Colin, Chair Katie Rice, Acting Chair/Director Maribeth Bushey, Secretary/Director
Attendance Staff:	Doris Toy, District Manager/District Engineer David Nicholson, Senior Civil Engineer Kris Ozaki, Sewer Maintenance Superintendent Cynthia Hernandez, District Secretary
Attendance Others:	Rachel Kertz, Alternate Director Kerry Laiw Gerchow, Deputy County Counsel Dean DiGiovanni, CMSA Commissioner for SRSD Jason Dow, General Manager of CMSA

1. **OPEN PERIOD** - No persons were present to address the Board. A roll call was taken, and all members of the Board were present. The attendees then introduced themselves, and District Manager Toy introduced her staff to Mayor Kate and Councilmember Rachel Kertz.

2. **MINUTES OF DECEMBER 3, 2020.**

MOTION by Director Bushey, seconded by Acting Chair Rice, to approve the minutes of the December 3, 2020, meeting as presented.

AYES: Director Bushey, Acting Chair Rice

NOES: None

ABSENT: None

Motion Carried

3. **PAYMENTS**

MOTION by Director Bushey, seconded by Acting Chair Rice, to approve the payments for November 2020 in the amount of \$1,305,696.77 and December 2020 in the amount of \$213,390.47 for maintenance and operation of the District and for capital improvements.

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

Motion Carried

4. OLD BUSINESS

- a. Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Schaaf & Wheeler for additional engineering related services for the Woodland Avenue Sewer Improvement Project.**

District Manager Toy reported that staff had given an update on the Woodland Avenue Sewer Improvement Project at the last meeting, which was mainly focused on Woodland Place where the homes are connected to sewer mains located in utility easements in the rear of the properties on each side of the cul-de-sac. She also reported that because the sewer mains are in poor condition and are difficult to access, the Board had decided that it would be best to install a new sewer main in the street, relocate the sewer laterals to the front of the homes, and abandon the old sewer mains. She then reported that the Board gave staff and Schaaf & Wheeler direction to proceed with the design for relocating the laterals with the understanding that an Amendment to the Agreement would be brought to the next meeting to approve the increase in costs for the additional work. Manager Toy reported that the additional design costs would be \$66,230.00 and the additional utility potholing required would be \$11,154.00 for a total increase of \$77,384.00. She then reported that staff would like to request the Board to authorize a budget increase of \$77,384.00 and to authorize her (the District Manager/District Engineer) to sign an Amendment to Agreement with Schaaf & Wheeler for additional engineering related services for an additional amount of \$77,384.00.

MOTION by Director Bushey, seconded by Acting Chair Rice, to adopt the resolution authorizing the District Manager/Engineer to sign an Amendment to Agreement with Schaaf & Wheeler for additional engineering related services for the Woodland Avenue Sewer Improvement Project.

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

Motion Carried

5. NEW BUSINESS

- a. Accept Mayor Kate Colin to the San Rafael Sanitation District Board as a Director.**

MOTION by Director Bushey, seconded by Acting Chair Rice, to accept Mayor Kate Colin to the San Rafael Sanitation District as a Director.

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

Motion Carried

b. Appoint new Chair to fill position previously held by former Chair Gary O. Phillips.

Director Bushey elected to appoint Director Kate as the Board Chair.

MOTION by Director Bushey, seconded by Acting Chair Rice, to appoint Director Kate as the new Chair to fill the position previously held by former Chair Gary O. Phillips.

AYES: Director Bushey, Director Kate, Acting Chair Rice

NOES: None

ABSENT: None

Motion Carried

Acting Chair Rice then turned the meeting over to Chair Kate at 10:49 A.M.

c. Accept appointment of Councilmember Rachel Kertz by the San Rafael City Council to the San Rafael Sanitation District Board as an Alternate Director.

MOTION by Director Bushey, seconded by Director Rice, to accept appointment of Councilmember Rachel Kertz by the San Rafael City Council to the San Rafael Sanitation District Board as an Alternate Director.

AYES: Director Bushey, Director Rice, Chair Kate

NOES: None

ABSENT: None

Motion Carried

d. Adopt resolution rescinding Resolution No. 20-1211 and authorizing approved signatories on District checks.

District Manager Toy reported that on Resolution No. 20-1211, former Chair Gary Phillips was one of the alternate signatories and that staff would now like to request Chair Kate to replace him as an alternate signatory.

MOTION by Director Bushey, seconded by Director Rice, to adopt the resolution rescinding Resolution No. 20-1211 and authorizing approved signatories on District checks.

AYES: Director Bushey, Director Rice, Chair Kate

NOES: None

ABSENT: None

Motion Carried

6. INFORMATIONAL ITEMS

District Manager Toy reported that staff had gotten a clock to give to former Mayor/Chair Gary Phillips and had a polished force main marker put inside the clock and an inscription etched into the glass cover. She also reported that staff would be dropping this off to his home.

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

None.

8. ADJOURNMENT

There being no further business to come before the Board, the meeting of January 7, 2021, was adjourned at 10:53 A.M. The next meeting of the San Rafael Sanitation District was scheduled for Thursday, February 4, 2021, at 11:00 A.M via teleconferencing.

Respectfully submitted,

Maribeth Bushey, Recording Secretary

ATTEST THIS 4th DAY OF FEBRUARY 2021

Katie Colin, Chair

**SAN RAFAEL SANITATION DISTRICT
PAYMENT SUMMARY**

January 1, 2021 - January 31, 2021

Vendor/Payee	Memo	Class	Acct #	Account Name	Amount
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 12/16/20	200	2021	Uniforms	164.66
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 12/23/20	200	2021	Uniforms	180.20
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 12/30/20	200	2021	Uniforms	169.26
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 1/06/21	200	2021	Uniforms	164.66
AT&T *4667	Telephone Service - pump stations dialers to CMSA from 11/20/20-12/19/20	100	2534	Telephone service	198.94
AT&T *8362	Telephone Service - land lines for pump stations and dialers from 12/02/20 -1/01/21	100	2534	Telephone service	316.31
BAY AREA AIR QUALITY MANAGEMENT DIS	Pump Stations - annual permit renewal for San Pedro Pump Station from 3/01/21-3/01/22	200	2359	Maint- pump sta's & force mains	360.00
CALCON SYSTEMS, INC.	Pump Stations - diagnose problem with pump #3 VFD at Riviera Pump Station	200	2359	Maint- pump sta's & force mains	643.75
CALIFORNIA SANITATION RISK MGMT ATH	General Insurance - primary insurance renewal for 12/31/20-12/31/21	100	2059	General insurance	131,084.26
CENTRAL MARIN SANITATION AGENCY	Debt Service - semi-annual debt service payment for 1/31/21	400	4113	Sewage treatment - debt service	337,431.00
CENTRAL MARIN SANITATION AGENCY	Service Charges - third quarter service charges for 1/01/21-3/31/21	400	4112	Sewage treatment	1,349,306.68
CITY OF SAN RAFAEL	Vehicle - diesel and unleaded fuel charges for 10/01/20-12/31/20	200	2083	Parts and repairs vehicles	7,407.85
COLIN, KATE	Director's Fees - Kate Colin on 1/07/21	100	2282	Director's fees	100.00
COUNTY OF MARIN	Director's Fees - Katie Rice on 12/03/20	100	2282	Director's fees	100.00
COUNTY OF MARIN	Director's Fees - Katie Rice on 1/07/21	100	2282	Director's fees	100.00
CSW/STUBER-STROEH ENGR GROUP INC.	Third St. Sewer Rehab. Project Lootens Place to Fourth Street - design and construction related services through 12/06/20	300	4340	Third St (Hayes to Ritter) (80)	17,850.50
DC ELECTRIC GROUP, INC.	Francisco Blvd. East Sewer Rehab. Project - streetlight modifications for sewer project	300	4336	Francisco Blvd. East-Medway(80)	3,884.78
DNG ENTERPRISES INC	Collection System - screw for CCTV van	200	2360	O&M - collection systems	2.83
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - service and inspect chemical tanks at pump stations from 12/01/20-12/31/20	200	2106	Odor control chemicals	1,563.07
EWERS ENGINEERING INC	Force Main Condition Assessment Program Development, Phase 2 - engineering services for December 2020	300	4151	Force Main Cond A	10,168.46
GRAINGER	Pump Stations - Baypoint Lagoon Pump Station cabinet light	200	2359	Maint- pump sta's & force mains	33.79
JACKSON'S HARDWARE	Pump Stations - sealant and trowel for roof leak repair at West Railroad Pump Station	200	2359	Maint- pump sta's & force mains	31.54
KJ WOODS CONSTRUCTION, INC.	Francisco Blvd. East Sewer Rehabilitation Project - progress payment #3	300	4336	Francisco Blvd. East-Medway(80)	34,200.00
LEE, ALLAN	Vehicles - reimbursement to Allan Lee, Sewer Lead Maintenance Worker, for extra keys for rodger truck	200	2083	Parts and repairs vehicles	17.22
MARIBETH BUSHEY	Director's Fees - Maribeth Bushey on 12/03/20	100	2282	Director's fees	100.00
MARIBETH BUSHEY	Director's Fees - Maribeth Bushey on 1/07/21	100	2282	Director's fees	100.00
MARIN MUNICIPAL WATER DIS	Water - 44 Lagoon Road from 10/15/20-12/16/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - 220 Tamal Vista Blvd. from 10/31/20-12/29/20 - water for vactor truck (1 of 2 trucks)	200	2536	Water utility costs	712.89
MARIN MUNICIPAL WATER DIS	Water - 220 Tamal Vista Blvd. from 10/31/20-12/29/20 - water for vactor truck (2 of 2 trucks)	200	2536	Water utility costs	995.49
MARIN MUNICIPAL WATER DIS	Water - 1271 Andersen Drive from 10/09/20-12/10/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - 3106 Kerner Blvd. from 10/14/20-12/15/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Andersen Drive from 10/09/20-12/10/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Castro Avenue from 10/13/20-12/14/20	200	2536	Water utility costs	713.55
MARIN MUNICIPAL WATER DIS	Water - Catalina Blvd. from 10/13/20-12/14/20	200	2536	Water utility costs	157.31
MARIN MUNICIPAL WATER DIS	Water - E. Francisco Blvd. from 10/13/20-12/14/20	200	2536	Water utility costs	92.28
MARIN MUNICIPAL WATER DIS	Water - E. Francisco Blvd. from 10/14/20-12/15/20	200	2536	Water utility costs	451.03
MARIN MUNICIPAL WATER DIS	Water - Montecito Road from 10/14/20-12/15/20	200	2536	Water utility costs	103.91
MARIN MUNICIPAL WATER DIS	Water - North San Pedro Road from 10/15/20-12/16/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Peacock Drive from 10/15/20-12/16/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Point San Pedro Road from 10/14/20-12/15/20	200	2536	Water utility costs	77.20

MARIN MUNICIPAL WATER DIS	Water - Riviera Dr LT28 Sewer Pump from 10/15/20-12/16/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Simms Street from 10/09/20-12/10/20	200	2536	Water utility costs	77.20
MARIN MUNICIPAL WATER DIS	Water - Woodland Avenue from 10/09/20-12/10/20	200	2536	Water utility costs	81.29
MARIN RESOURCE RECOVERY INC	Pump Stations - dump fees for yard waste from the West Railroad PS	200	2359	Maint- pump sta's & force mains	90.00
MCR TECHNOLOGIES INC.	Pump Stations - submersible transducer for Glenwood Pump Station auxiliary well	200	2359	Maint- pump sta's & force mains	583.98
NUTE ENGINEERING INC	Francisco Blvd. East at Grange Way Sewer and Storm Drain Project - engineering services from 11/01/20-11/30/20	300	4337	Sewer Rep Richmond SR Bridge(80	2,614.00
NVS Inc	South Francisco Pump Station Improvements Project - COVID-19 jobsite Safety Accountability Supervisor Dec. 2020	300	4148	S. Francisco Pump Station (10)	280.00
OWEN EQUIPMENT SALES	Vehicles - potentiometer for vactor truck #8192	200	2083	Parts and repairs vehicles	330.60
PERIN - BATTERIES PLUS	Pump Stations - light bulbs for Baypoint Lagoon Pump Station	200	2359	Maint- pump sta's & force mains	8.61
PETERSON TRUCKS INC	Vehicles - repair to vactor truck #8182	200	2083	Parts and repairs vehicles	1,003.12
PG&E a/c 2480926202-5	Power - electric service for pump stations 11/09/20-12/08/20	200	2535	Electric utility costs	11,784.68
PHILLIPS, GARY	Director's Fees - Gary O. Phillips on 12/03/20	100	2282	Director's fees	100.00
ROBARGE, CHRISTOPHER	Collection System - reimbursement to Chris Robarge Sewer Maintenance Worker II for Smart train ticket to pick vactor truck	200	2360	O&M - collection systems	11.50
STAPLES INC	Office Supplies - desk calendars and daily log books	100	2133	Office & shop supplies	222.40
STAPLES INC	Office Supplies - large wall calendar for maintenance office	100	2133	Office & shop supplies	34.81
SUBSITE ELECTRONICS CA	Collection System - articulated arm for the sewer main line camera van	200	2360	O&M - collection systems	209.89
US BANK	Pump Stations - down payment #1 for carport for fuel tank at Peacock Pump Station	200	2359	Maint- pump sta's & force mains	527.85
US BANK	Pump Stations - down payment #2 for carport for fuel tank at Peacock Pump Station	200	2359	Maint- pump sta's & force mains	113.90
US BANK	South Francisco Pump Station Improvements Project - fire extinguisher for South Francisco Pump Station	300	4148	S. Francisco Pump Station (10)	64.17
US BANK	Subscriptions - Marin Independent journal for 8 weeks	100	2131	Memberships and subscriptions	163.51
VERIZON WIRELESS	Telephone Service - wireless service for laptops 11/21/20-12/20/20	100	2534	Telephone service	380.14
WATER COMPONENTS & BLDG SUPPLY	Collection System - couplings and crushed rock for sewer repair at 1335 Grand Avenue	200	2360	O&M - collection systems	421.60
WECO INDUSTRIES LLC	Collection System - freight for push camera	200	2360	O&M - collection systems	21.84
WECO INDUSTRIES LLC	Collection System - inspect push camera	200	2360	O&M - collection systems	14.89
					\$ 1,918,663.80

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5a.

DATE: February 4, 2021

TO: Board of Directors, San Rafael Sanitation District

PREPARED BY: David Nicholson, Senior Civil Engineer

APPROVED BY: Doris Toy, District Manager/District Engineer

SUBJECT: Adopt Resolution to accept the Sewer Easement at 26 Tweed Terrace, Assessor Parcel Number 016-091-18

RECOMMENDATION:

Adopt a resolution from the San Rafael Sanitation District Board of Directors for accepting the sewer easement of 26 Tweed Terrace, Assessor Parcel Number 016-091-18.

BACKGROUND:

Upon recent inquiry to validate an existing sanitary sewer easement within 26 Tweed Terrace, Renee Paisley, property owner, informed the District of no current recordation of an Easement Deed on her Title Report for a sanitary sewer easement. District staff subsequently determined that a sanitary sewer easement was granted and accepted by the District via Record Map RM11-70 in January 1963. The said sewer easement shows on RM11-70 as being 10-feet wide by 83.5-feet long and is located along the entire length of the western-most boundary of the property. However, upon further field investigation, District staff determined that the only District-owned facility falling within property boundaries is a manhole at the end of a sewer main in the northwest property corner. Therefore, it was concluded that the District only needs an easement approximately 10-feet by 10-feet for its facilities within this property. A professional surveyor was hired by the District to complete the needed Plat and Legal Description for the sewer easement. Additionally, District staff prepared an Easement Deed for the newly plotted easement. The Easement Deed, Plat and Legal Description was presented to and accepted by Renee Paisley.

ANALYSIS:

Upon thorough investigation, District staff has determined that a legally-binding sanitary sewer easement exists on the subject property, despite it not appearing on the property Title Report. Additionally, District staff has provided an Easement Deed with accompanying Plat and Legal Description for a re-drawn 10.72-feet by 10.72-feet rhombus-shaped sanitary sewer easement in the northwest corner of 26 Tweed Terrace, Assessor Parcel Number 016-091-18. This new easement suits the District's needs for gaining maintenance access to its facilities.

FISCAL IMPACT:

Other than staff time, there is no proposed financial exchange for this action. Recordation of the Easement Deed with the County of Marin carries no cost to the District.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution accepting the sewer easement as described in the Easement Deed granted to the San Rafael Sanitation District by Renee Paisley, owner of 26 Tweed Terrace, Assessor Parcel Number 016-091-18, and for the Easement Deed to be recorded in the Marin County Recorder's Office.

Attachments: Resolution
Exhibit A Easement Deed
Exhibit B Record Map 11-70

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 21-1218

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
ACCEPTING THE SANITARY SEWER EASEMENT
AT 26 TWEED TERRACE (APN 016-091-18)**

WHEREAS, public interest, convenience, and welfare require that the certain easement hereinafter mentioned be accepted and used for the benefit of the public by the San Rafael Sanitation District; and

WHEREAS, sanitary sewer easements were shown and irrevocably offered for dedication on the Record Map entitled "Resubdivision of Lots 3, 4, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 31, 32, & 33 of Map of Loch Lomond Highlands Unit One," and that said map was recorded at the County of Marin, California, on March 21, 1963; and

WHEREAS, a 10-foot wide sanitary sewer easement extending along the westernmost boundary of Lot 30 at 26 Tweed Terrace, Accessor Parcel Number 016-091-18, was shown; and

WHEREAS, Lot 30 was inadvertently not included in the recordation; and

WHEREAS, District determined that it only requires an approximate 10.72-foot by 10.72-foot sewer easement in the northwest corner of 26 Tweed Terrace.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the San Rafael Sanitation District, that the said sanitary easement shown in Easement Deed granted by Renee Paisley, owner of 26 Tweed Terrace, is hereby accepted and the Secretary of said Board is hereby directed to cause this resolution to be duly recorded in the office of the County Recorder of the County of Marin, State of California, forthwith upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the San Rafael Sanitation District at a regular meeting on the 4th day of February 2021 by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Kate Colin, Chair

ATTEST:

Maribeth Bushey, Secretary

Record without Fee per G.C. 27383

RECORD AT THE REQUEST OF:
SAN RAFAEL SANITATION DISTRICT

WHEN RECORDED MAIL TO:

San Rafael Sanitation District
111 Morpew Street
San Rafael, CA 94901

APN: 016-091-18

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEED

FOR VALUE RECEIVED, Renee Paisley, owner of 26 Tweed Terrace, San Rafael, CA 94901, APN 016-091-18, as Grantor, hereby grants to San Rafael Sanitation District, Marin County, California, a public entity, as Grantee, the following sanitary sewer easement, situate in the County of Marin, State of California, more particularly described in Exhibit "A" hereto attached and by reference incorporated herein.

TO HAVE AND TO HOLD SAID EASEMENT for the purpose of acquiring, constructing, completing, reconstructing, repairing, maintaining and operating sanitary sewers and appurtenances for said District, together with the right of ingress and egress.

Grantors reserve the right to landscape or make such other use of the lands included within the easement which is consistent with Grantee's use, however such use by the Grantor shall not include the planting of trees or construction of permanent structures, including but not limited to houses, garages, outbuildings, swimming pools, tennis courts, retaining walls, decks, patios, or architectural concrete structures within the easement.

This instrument shall bind and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has caused this Easement Deed to be executed this _____ day of _____, 20____.

GRANTOR(s)

Date: _____

By _____
Renee Paisley
Property Owner

Date: _____

By _____

"ATTACH NOTARY STATEMENT"

EXHIBIT "A"
A 10' wide Sanitary Sewer Easement

All that real property situate in the County of Marin, State of California, being a portion of the Lands of Renee C Paisley 2014 Trust etal described in Grant Deed recorded under Document No. 2015-035027, described as follows:

Beginning at the most westerly corner of said Lands of Paisley 2014 Trust, said Lands being Lot 30 as shown on that certain "Map of Loch Lomond Highlands Unit One" recorded October 3, 1962 in Volume 11 of Maps at Page 44, Marin County Records, thence along the northwesterly line of said Lands and said Lot 30, North 67° 30' 30" East, 10.72 feet; thence leaving said northwesterly line, South 1° 19' 01" East, 10.72 feet; thence South 67° 30' 30" West, 10.72 feet to a point in the westerly line of said Lands and said Lot 30; thence along said westerly line, North 1° 19' 01" West, 10.72 feet to the Point of Beginning.

Containing 107.2 Sq. Ft., more or less.

Exhibit B Attached

(End of Legal Description)

This real property description has been prepared by me,
or under my direction, in conformance with the
Professional Land Surveyors Act.



- 1) All Distances and Dimensions shown are in Feet or Decimal Thereof.
- 2) This sheet is for graphical purposes only. Any errors or omissions shall not affect the property descriptions.

P.O.B. Point of Beginning

Line	Bearing	Dist.
L1	N67°30'30"E	10.72'
L2	S01°19'01"E	10.72'
L3	S67°30'30"W	10.72'
L4	N01°19'01"W	10.72'

P.O.B

Lands of Renee C Paisley 2014 Trust et al
Doc. No. 15-035027

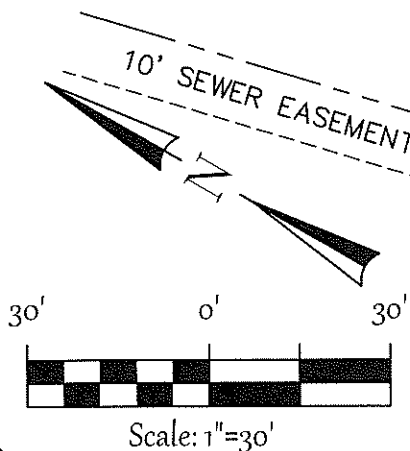


EXHIBIT B

RM 11-70

OWNERS' CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the only persons having any record of title in the land subdivided and shown upon this map exclusive of streets already dedicated and do hereby consent to the preparation and recordation of this map entitled "RESUBDIVISION OF LOTS 3, 4, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 31, 32, 33 of MAP OF LOCH LOMOND HIGHLANDS UNIT ONE, San Rafael California," composed of 2 sheets, and do hereby offer for dedication for public use as streets or highway "Lochness Lane" and Tweed Terrace and also the easements for existing sewers, drainage and roadway purposes as shown hereon not heretofore dedicated.

AS OWNER UNION INC. a California Corporation
By [Signature] President By [Signature] Secretary

AS TRUSTEE PACIFIC COAST TITLE COMPANY a California Corp.
By [Signature] President By [Signature] Asst. Secretary

ACKNOWLEDGEMENT
STATE OF CALIFORNIA,
COUNTY OF MARIN

On this 27th day of Jan. in the year 1963, before me CHARLES D. D'AMICO a Notary Public in and for the County of Marin, State of California, personally appeared JOHN LEAHY and HUGH W. DAVIS known to me to be PRESIDENT and SECRETARY respectively of the Corporation that executed the foregoing instrument and acknowledged to me that said Corporation had executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Marin the day and year of this certificate first above written.
My Commission expires JANUARY 30, 1966

Signed [Signature] Notary Public

ACKNOWLEDGEMENT
STATE OF CALIFORNIA,
COUNTY OF MARIN

On this 28th day of Jan. in the year 1963, before me CHARLES D. D'AMICO a Notary Public in and for the County of Marin, State of California, personally appeared ROSE E. CROOKER and VENNIE C. BLANCHET known to me to be PRESIDENT and ASST. SECRETARY respectively of the Corporation that executed the foregoing instrument and acknowledged to me that said Corporation had executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Marin the day and year of this certificate first above written.
My Commission expires JANUARY 30, 1966

Signed [Signature] Notary Public

ENGINEER'S CERTIFICATE

I, Kenneth A. Frost, certify that I am a Registered Civil Engineer under the laws of the State of California, that the surveying and checking of the map shown hereon was done under my direction between the months of December 1962 and February 1963, that the survey is true and complete as shown, that the monuments will be of the character and will occupy the positions as shown on this map and that the survey of this map can be retraced from said monuments.

Signed this 25 day of January 1963.
Signed [Signature]
Kenneth A. Frost REG. No. 8181

CITY ENGINEER'S CERTIFICATE

I, Dominic J. Selmi, City Engineer for the City of San Rafael, State of California, do hereby certify that I have examined this map entitled "RESUBDIVISION OF LOTS 3, 4, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 31, 32, 33 of MAP OF LOCH LOMOND HIGHLANDS UNIT ONE," that the subdivisions shown hereon is substantially the same as it appeared on the tentative map and all approved alterations thereof, that all provisions of the act of the State of California known as the Subdivision Map Act and any local ordinances applicable at the time of approval of the tentative map have been complied with and I am satisfied that this map is technically correct.

Signed this 4th day of Feb. 1963

Signed [Signature]
City Engineer, San Rafael, California
Dominic J. Selmi R.C.E. 9788

TAX COLLECTOR'S CERTIFICATE

I, A.J. Soldavini, Tax Collector of the City of San Rafael, State of California, do hereby certify that there are no liens for unpaid taxes, Municipal or others or special assessments collected as taxes except for taxes not yet payable against the tract or subdivision of land shown upon this map or any part thereof.

Signed this 28th day of Jan. 1963.
Tax Collector, San Rafael, California

COUNTY AUDITOR'S CERTIFICATE

I, Michael Mitchell, County Auditor of the County of Marin, State of California, do hereby certify that there are no liens for unpaid taxes State, County or Municipal, or for special assessments collected as taxes not yet payable against the tract or subdivision of land shown hereon or any part thereof.

Signed this 28th day of January 1963

Signed [Signature]
Michael Mitchell - County Auditor

CITY COUNCIL

I, W.L. Morgan, Clerk of the City Council of the City of San Rafael, County of Marin, State of California, do hereby certify that the City Council duly passed on the 4th day of February 1963, its Resolution No. 2732 by which it approves and adopts this map as the official "Resubdivision" by which it approves and adopts this map as the official "Resubdivision" of Lots 3, 4, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 31, 32, 33 of Map of Loch Lomond Highlands Unit One and accepts the offer of dedication of Lochness Lane and Tweed Terrace and also accepts the easements for sanitary sewers, drainage and roadway purposes as shown hereon.

Dated this 5th day of February 1963

Signed [Signature] Deputy Clerk
W.L. Morgan, Clerk of the City Council
City of San Rafael, Calif.

BOARD OF SUPERVISORS

I, George Gross, Clerk of the Board of Supervisors of the County of Marin, State of California, do hereby certify that a bond in the amount fixed by said board has been filed with said Board, and that said bond, by its terms, is made to insure to the benefit of said County of Marin and is conditioned for payment of taxes, which may, at the time of the filing of this map, be a lien against the tract or subdivision of land shown on this map, or any part thereof, but not yet payable.

Signed this 28th day of Jan. 1963.

Signed [Signature]
George Gross
Clerk

PLANNING COMMISSION

APPROVED: City Planning Commission of the City of San Rafael, State of California.

Signed this 4th day of Feb. 1963

Signed [Signature]

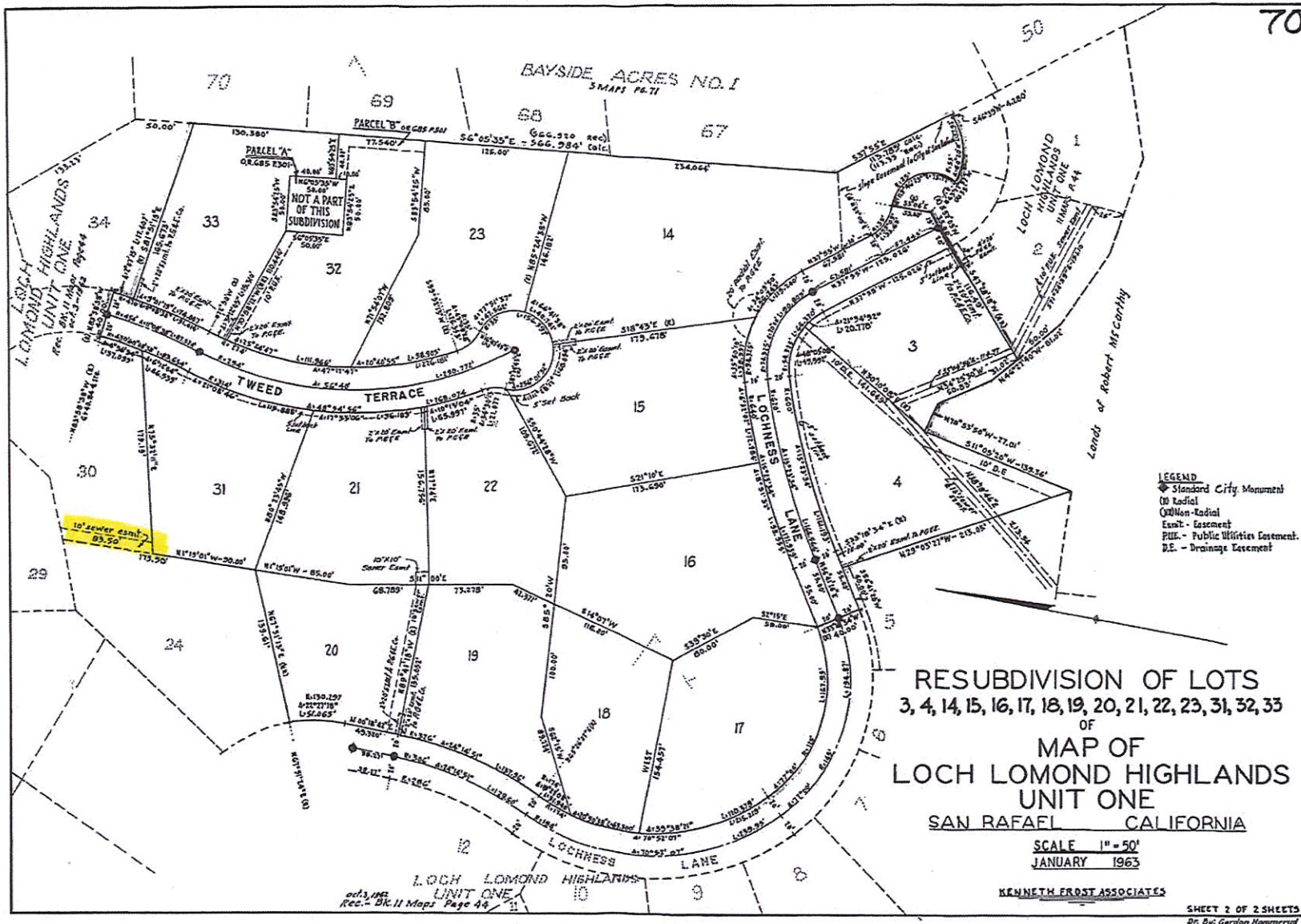
Serial No.	10543
Recorded at the request of	PAC. COAST TITLE
	MARCH 21 1963
Minutes Past	2 o'clock
L.M. in Volume	4 of
maps	At Page 70
Records, Marin County, Calif.	
Recorder	M.T. GILBERT
Deputy Recorder	G. Milani
Filing Fee	7.00

RESUBDIVISION OF LOTS
3, 4, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 31, 32, 33
OF
MAP OF
LOCH LOMOND HIGHLANDS
UNIT ONE
SAN RAFAEL CALIFORNIA

SCALE 1" = 20'
JANUARY 1963

KENNETH FROST ASSOCIATES

SHEET 1 OF 2 SHEETS
Dr. By: Gordon Hammerud



5.b.

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

DATE: February 4, 2021

TO: Board of Directors, San Rafael Sanitation District

PREPARED BY: David Nicholson, Senior Civil Engineer

APPROVED BY: Doris Toy, District Manager/District Engineer

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

RECOMMENDATION:

Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Park Engineering, Inc., for additional construction related services for the Francisco Boulevard East Sewer Rehabilitation Project.

BACKGROUND:

The Francisco Boulevard East Sewer Rehabilitation Project includes replacement of sewer facilities on Francisco Boulevard East within the City. These improvements are between Medway Road and Harbor Street, which serve many commercial businesses and the Canal residential neighborhood.

This project was originally bid for night work to be conducted in coordination with the City Department of Public Works (DPW) sidewalk expansion Project with anticipated minimal traffic control and public interaction. However, DPW's Contractor opted to work during regular daytime hours, requiring the District's Contractor to also work during daytime hours; thereby resulting in more complicated traffic control. Additionally, the street comprises numerous existing utilities within the work area resulting in several unforeseen delays on excavation activities. Lastly, Park Engineering staff needed additional time to assist in a resolution process for arriving to an agreement on a Contract change order. Therefore, execution of construction related services for this project resulted in more than the anticipated hours of work.

ANALYSIS:

Both the District and DPW executed separated agreements with Park Engineering, Inc., to provide construction related services, including inspection and management for efficient coordination between the two projects. The District received a letter depicting unforeseen costs from Park Engineering for additional construction related work associated with adequately managing the project (Exhibit A), increasing the contract amount by \$10,430.00. Therefore, staff is requesting a budget increase from \$41,850.00 to \$52,280.00 for construction management related services.

FISCAL IMPACT:

Park Engineering's proposed increase from \$41,850.00 to \$52,280.00 (increase of \$10,430.00) in construction related services for the Francisco Boulevard East Sewer Rehabilitation Project will be funded by the 80-Year Life Cycle Sewer Replacement Program for Fiscal Year 2020-21.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Park Engineering, Inc., for additional construction related services for the Francisco Boulevard East Sewer Rehabilitation Project.

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

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 21-1217

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN RAFAEL SANITATION DISTRICT
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER
TO EXECUTE AN AMENDMENT TO AGREEMENT WITH
PARK ENGINEERING, INC., FOR ADDITIONAL CONSTRUCTION
RELATED SERVICES FOR THE FRANCISCO BOULEVARD EAST SEWER
REHABILITATION PROJECT
FOR AN ADDITIONAL AMOUNT OF \$10,430.00**

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

The District Manager/District Engineer is hereby authorized to execute, on behalf of the San Rafael Sanitation District, an Amendment to Agreement with Park Engineering, Inc., for additional construction related services to 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 regular meeting of the San Rafael Sanitation District Board of Directors held on the 4th day of February 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Kate Colin, Chair

ATTEST:

Maribeth Bushey, Secretary

**AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES
TO COVER ADDITIONAL CONSTRUCTION RELATED SERVICES BY PARK
ENGINEERING, INC., ON THE FRANCISCO BOULEVARD EAST SEWER
REHABILITATION PROJECT**

This Amendment to the original Agreement is made and entered into this 4th day of February 2021, by and between the SAN RAFAEL SANITATION DISTRICT and PARK ENGINEERING, INC.

This Amendment covers increasing the original contract budget amount of \$41,850.00 for construction related services by approximately \$10,430.00 to cover additional construction related services requested by District staff for the Francisco Boulevard East Sewer Rehabilitation Project; thereby bringing the total budget amount for construction related services to \$52,280.00.

All of the additional work will be in accordance with the attached cost proposal by Park Engineering, Inc., attached herein as Exhibit "A".

SAN RAFAEL SANITATION DISTRICT

CONTRACTOR

Doris Toy
District Manager/District Engineer

Park Engineering, Inc.

By: _____

Title: _____

APPROVED AS TO FORM:

Kerry Laiw Gerchow
Deputy County Counsel

EXHIBIT A

PARK
ENGINEERING

January 25, 2021

David Nicholson, P.E.
Senior Civil Engineer
San Rafael Sanitation District
111 Morphew Street
San Rafael, CA 94901

Dear Dave,

Park Engineering's recent Invoice #20010-02 for Construction Management Services on the East Francisco Blvd Main Replacement Project for September 1st through December 31st, 2020 is \$10,430 over the \$41,850 budget. I would like to formally request an increase to our budget based on the follow conditions that are a direct result of the construction contractor's activities and approach during construction.

A small portion of the budget overrun is contributed to our inspector's budget being slightly under-estimated specific of the amount of overtime necessary for inspecting KJ Woods' field activities. The extra overtime needed is specific to the City's Public Works adjacent sidewalk reconstruction project switching to daytime work which created the requirement of some of KJ Woods' activity at night as their own operation – some same day and night work bumped Brian's overall overtime hours vs. performing the whole job at night. KJ Woods' daily operations also required an increase level of monitoring for daily closures & pedestrian impacts, working around numerous existing utilities during the new sewer main installation, and working a number of late daytime shifts when they were on site, they would have to be reminded of the 5 PM stop time.

Most of the budget overdraw was a result of my time going beyond the original cost estimate – 126 hours actual vs. 80 estimated. A lot of this extra time was effort to research, document, discuss and combat the Notice of Potential Claim that KJW would not drop (or meet with us to discuss) specific to additional flagging and, later, extra pipe removal, and loss of overhead & profit. We put together multiple letters on the topic, we had to create a specific CCO for resolution and run an extra progress payment related to the NOPC. This resolution process was likely most of my overrun time vs. the regular day-to-day managing effort of a typical construction project. The rest of my extra effort is specific to coordination efforts with DPW – some effort was obviously anticipated, but KJW was combative in most of their field efforts. The issue to stabilize the palm trees is a good example of the increased level of attention necessary.

It was the management necessary for the specific actions and construction methods of KJ Woods has resulted in the need for the unanticipated additional efforts.

If there are any questions, or if any additional information is needed, please contact me on my mobile at 925-818-3756.

Sincerely,



Steve Patterson, P.E.
Vice President

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

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



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

DATE: February 4, 2021

TO: Board of Directors, San Rafael Sanitation District

FROM: Doris Toy, District Manager/District Engineer

SUBJECT: Adopt Resolution Authorizing the District Manager/District Engineer to Sign an Agreement with Ewers Engineering for Engineering Related Services for the Air Release Valve at Francisco Boulevard East and Harbor Street Project

RECOMMENDATION:

Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Ewers Engineering for engineering related services for the Air Release Valve at Francisco Boulevard East and Harbor Street.

BACKGROUND:

The District has approximately 13 miles of force main pipe, ranging from 8 inches to 45 inches in diameter, which is composed of various types of material, including ductile iron, cast iron, high-density polyethylene (HDPE), and polyvinyl chloride (PVC). The pipes that were installed back in the 1950's have either been replaced or are being used as secondary pipes. The oldest active pipe is approximately 30 years old. Force main pipe is pressurized pipe, and it is more difficult to perform a condition assessment on it than on gravity pipe. Unlike gravity pipe, active force mains remain full of wastewater and very rarely have manholes for access. Force mains can only be offline for a certain amount of time before the pump stations begin reaching capacity.

In California, the average lifespan of a force main is approximately 32 years. Many agencies have not performed condition assessments on their force mains because of access issues, expensive testing methods, and because force mains make up only a small percentage of their facilities; however, a force main break can be very costly due to Regional Water Board/State Water Board fines. The Water Board can impose fines of up to \$10 per gallon and/or \$1,000 to \$10,000 per day for sanitary sewer overflows (SSOs).

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

Per the recommendation of Ewers Engineering, this program was developed in three phases. Phase 1 involves gathering and evaluating data for each force main, prioritizing the locations, determining pipe lengths that have a higher risk for failure, and developing a plan that includes the costs and scheduling of the condition assessments along with various inspection methods. Phase 2 involves implementing the inspection methods, and Phase 3 involves implementing additional inspections and possibly more aggressive inspection methods, depending upon the results from Phase 2. Phase 1 has been completed.

In October 2017, the District entered into a Professional Services Agreement with Ewers Engineering to perform Phase 2 of the program. During one of the inspections, it was discovered that there were three air pockets in the 27-inch diameter force main from North Francisco Pump Station (located at Grand Avenue and Francisco Boulevard East) to Belvedere Street and Bellam Boulevard. Air pockets are formed at high points in the force mains, where hydrogen sulfide gases are created from the wastewater and can develop and possibly cause corrosion to the pipe. To remove the gases, an air release valve is to be installed. The three locations of the gas pockets are along Francisco Boulevard East, 1) in the landscape/parking lot area of Toyota Marin, 2) in front of Rossi Storm Water Pump Station, and 3) in the Harbor Street intersection.

ANALYSIS:

Since this 27-inch force main is 65-years old and is a redundant (secondary) line to the 36-inch force main that goes across Hwy 101 to Rice Drive, the District would need to perform further investigation into the condition of this pipe before spending a lot of time and money towards its rehabilitation. This investigation would include removing a section of the pipe for analysis. When an air release valve is installed, a small section of pipe is removed. Therefore, staff proposes to install an air release valve on the force main; and while performing this installation, the District will also receive a sample of the pipe for analysis.

If the District installs an air release valve at the Toyota Marin site, the valve will need to be installed in an above ground box in a landscaped area in its car display parking lot, which Toyota Marin may not be pleased about. If the District installs an air release valve in front of the Rossi Storm Water Pump Station, it may be very expensive, since the force main is most likely encased in concrete under the concrete road. Although the third location at the intersection of Francisco Boulevard East and Harbor Street is in the middle of the intersection, it may be the easiest and cheapest place to install the air release valve out of the three locations.

Therefore, staff requests Ewers Engineering to submit a proposal for its assistance in design and construction related services for the Air Release Valve at Francisco Boulevard East and Harbor Street. Ewers Engineering is proposing to perform the work on a time-and-materials basis for an amount not to exceed \$74,000.

FISCAL IMPACT:

This project will be funded under the Pump Station and Force Main Capital Improvements Program from the FY 2020-21 Budget.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Ewers Engineering for engineering related services for the Air Release Valve at Francisco Boulevard East and Harbor Street Project.

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

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 21-1219

**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
EWERS ENGINEERING, INC., FOR ENGINEERING RELATED SERVICES
FOR THE AIR RELEASE VALVE AT FRANCISCO BOULEVARD EAST AND
HARBOR STREET PROJECT
FOR AN AMOUNT NOT TO EXCEED \$74,000.00**

**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 Ewers Engineering, Inc., for engineering related services for the Air Release Valve at Francisco Boulevard East and Harbor Street Project, a copy of which is hereby attached and by this reference made a part hereof.

PASSED AND ADOPTED at a regular meeting of the San Rafael Sanitation District Board of Directors held on the 4th day of February 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Kate Colin, Chair

ATTEST:

Maribeth Bushey, Secretary

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING RELATED SERVICES FOR THE
AIR RELEASE VALVE AT FRANCISCO BOULEVARD EAST AND
HARBOR STREET PROJECT**

This Agreement is made and entered into this 4th day of February 2020 by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and *EWERS ENGINEERING, INC.* (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected *EWERS ENGINEERING, INC.* to perform the required design related services for the "**Air Release Valve at Francisco Boulevard East and Harbor Street 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. SCOPE OF SERVICES

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 Operations and Maintenance Manager 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. *CHRIS EWERS* 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 February 2, 2021, 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 \$74,000.00.

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. However, CONSULTANT'S duties and obligation in Sections 11 and 12 hereunder shall survive the expiration or termination of this Agreement.

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 acts or omissions, negligent or otherwise, 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: Mr. Kris Ozaki, (Project Manager)
San Rafael Sanitation District
111 Morpew Street
San Rafael, CA 94901

TO CONSULTANT: Mr. Chris Ewers, P.E.
Ewers Engineering, Inc.
914 Douglas Boulevard
Roseville, CA 95678

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 46-2355448, and CONSULTANT certifies under penalty of perjury that said taxpayer identification number is correct.

22. APPLICABLE LAW

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

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

SAN RAFAEL SANITATION DISTRICT

CONSULTANT

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

EWERS ENGINEERING, INC.

APPROVED AS TO FORM:

By: _____
Chris Ewers

Kerry Laiw Gerchow
Deputy County Counsel

Title: CEO, Principal Engineer

2 February 2021



Ms. Doris Toy, District Manager/District Engineer

San Rafael Sanitation District
111 Morphew Street
San Rafael, California 94915-1560

**Subject: Proposal for Engineering and Inspection Services
Air Release Valve at Francisco Blvd. E. and Harbor St. Project**

Ms. Toy:

Ewers Engineering has worked with the District on a staff extension basis since March of 2016 with an overall responsibility for development of the Force Main Condition Assessment Program. On October 23, 2017, the District put Ewers Engineering under contract to provide Level 1 (leak and gas pocket detection) engineering services for its force mains (referred to as the Task 4 project). Since then, we have covered a lot of ground with the District, conducting Level 1, Level 2, and Level 3 condition assessment and helping improve the reliability of the District's force mains system in the process.

The purpose of this memo is to propose a method for completion of work through the completion of construction for first project of the Phase 2 Force Mains Condition Assessment Program Development Project (installation of an ARV on the 27-in.-diam. force main at Harbor Street & Francisco Boulevard East).

INTRODUCTION

The Task 4 scope of work was structured around a formal, construction-intensive Level 1 condition assessment (leak and gas pocket detection) for the highest-risk force mains in the District's system: all the AWWA C303 pipeline in the District's force main system (the 27-inch-diameter force main from North Fran Pump Station to its connection at Belvedere and Bellam, the 36-in.-diam. from that connection to its terminus in the 42-inch-diameter force main in Anderson Drive). The proposed work included drafting modifications to the force mains for the Level 1 assessment efforts (installing pipe crown-mounted monitoring devices), field work (particularly construction inspection), permitting, contract development, support, and administration of third-party contracts. The Smart Ball-driven assessments were to be completed by the end of December 2019 for a fee of \$157,500.

This proposal is being written at the close of January 2021, a little more than a year after the projected completion date of the Task 4 project, and about 16 months since the conclusion of the Task 4 scoped work.

Work completed in the Task 4 scope of work:

Smart Ball launches and retrieval: The original intent of Task 4 was to gather Level 1 condition assessment data on about 16,000 feet of pipe. Thanks in part to the District's willingness to have the force main monitors installed with an on-call contractor, the effort and time commitment to launch the Smart Ball through the C303 pipelines was much less than anticipated and completed at the end of August 2019.

- *North Fran Pump Station:*
 - 36-in.-diameter DIP force main: No gas pockets or leaks detected.
 - 27-, 30-, and 36-in.-diameter C303 force mains: Three gas pockets in 27-in.-diameter lines on Francisco Boulevard East, but no data from downstream of the connection on Bellam.
- *Cayes Main Pump Station:* No data on the Catalina force main or anything downstream of it. (The Pure Technologies crew lost the Smart Ball, and the CMSA solids removal auger damaged it so badly that the data couldn't be retrieved after the Smart Ball was spotted in the solids discharge bin at the plant. Pure did not invoice for this effort.)

Task 4 Project bottom line

The Smart Ball inspections generated data for approximately 6,500 feet of C303 pipeline downstream of the N. Fran Pump Station. The remaining C303 lines from Bellam to Anderson have not had a Level 1 condition assessment. The District (and CMSA) decided to pause further Smart Ball inspections. Unfortunately, given the known failures of ARV A65, gas pockets have already been determined in this force main section, obviating the need for confirmation from a Smart Ball inspection for that section of pipe; downstream sections have not been evaluated or had such conclusive evidence. Level 2 and 3 efforts are needed to define where the pipeline might be deteriorating and to what extent.

The Task 4 scope of work was effectively complete in early August of 2019, with a portion of the Ewers Engineering budget used and funds distributed for only one Smart Ball launch, the second \$49,000 contract never having been paid.

Staff extension work completed under this contract

Ewers Engineering has worked on the following tasks under the budget of the original Task 4 contract on a staff extension basis:

- **Hybrid risk model development and implementation:** The predictive risk model developed in Phase 1 of the Force Main Condition Assessment Program was modified to incorporate condition data, making it a hybrid of predictive and conditional modeling. Further condition-related information will update the model, providing the District with current and more accurate depictions of force main failure risk (and a clearer picture of where and how to take action).

- **Defining reasonable O&M investment levels:** Using industry norms, O&M investment levels were established that would yield sustainable, lower-risk operations in the District's force mains system. We began to develop this work into a full-fledged decision support tool, but the value of such a tool wasn't sufficient to continue the development.
- **Easements assessment:** Analyzed the history of easements granted for the force mains along Francisco Boulevard East, drafting the results and superimposing them on the boundaries mapping being used to develop modifications to the 27-in.-diameter force main.
- **Knife gate valve replacements:** Specified and ordered isolation knife gate valves to replace several broken valves.
- **Standards development:** We worked with District staff to set up interviews and select a preferred valve provider as a means of reducing the variability of the valves in the District's system while increasing the O&M staff's expertise in those valves.
- **Consultation:** Worked with the District to help devise approaches for working with the SMART Rail crossing of the existing 36-in.-diameter DIP force main downstream of the N. Fran Pump Station, data assessment and replacement of badly corroded force mains on Beach Drive.

Two additional projects began under the Task 4 project, but were developed independently.

- **FMs Isolation Valves Replacement Project:** This is covered under separate cover as a separate proposal submitted Jan. 29, 2021.
- **Level 2/3 condition assessment on the 27-in.-diameter force main:** Completed a preliminary design report (PDR) on the C303 line, developed conceptual drawings, timelines, and cost estimates for condition assessment on the 27-in.-diameter force main. Submitted 65% complete design for three ARV/CAV installations along the 27-in.-diameter force main on Francisco Boulevard East to protect the pipe while obtaining Level 3 assessment data. Acknowledging potential pushback from landowners on the site, difficult installation options near the Rossi Stormwater Pump Station, and the unknown nature of the force main, the District opted to phase ARV installations, beginning with a single installation at Harbor and Francisco Boulevard East. This work is ongoing.

Bottom line on staff extension work

The District has obtained much more work and information than it bargained for in the initial Task 4 project, and is on the cusp of executing its first Level 3 condition assessment project as a template for work to be completed downstream, on other C303 pipelines that are more critical to the District's operations.

Invoicing

The table below summarizes the invoicing for the efforts so far.

Project	Invoiced fee
Ph. 2 FMCA, Task 4 (Level 1 CA)	23,245
Ph. 2 FMCA, Extra	
Level 2 FMCA, 36 in. DIP FM (SMART rail)	1,275
Decision Support Tool	7,173
Miscellaneous consulting	6,963
Level 2/3 FMCA, 27 in. FM	78,748

WHAT'S NEXT

The District's Phase 2 Force Main Condition Assessment Program Development Task 4 Project is complete, and the foundation has been laid for the next step, conducting Level 2/3 condition assessment on the C303 pipelines and potentially conducting Level 1 condition assessment on some of the other pipelines like the McNear's Beach force main that have very high consequences of failure.

More immediately, the initial Level 3 condition assessment project on the 27-in.-diameter force main needs to be completed. The proposed scope of work that follows includes an estimate of the scope of work, timeline, and estimated fee necessary to complete it.

During construction, the District may opt to have Ewers Engineering represent the District as the Project Engineer. The tasks typically associated with this work include responding to submittals and RFIs, coordinating with the Construction Manager, and making field visits as needed and for the punchlist walk-through. (If the District would like Ewers Engineering to support the Construction Manager in more day-to-day construction tasks, we can provide these services.)

PROPOSED SCOPE OF WORK

Ewers Engineering proposes to complete this project with its 2020 labor rates, using the favorable engineering rate provided for excellent agencies.

- Design and develop contract documents for a formal bid contractor selection process for the initial destructive testing of the 27 in. diam. FM by installing a protective ARV in a manhole.
 - Design and construction issues
 - Construction will be night work.
 - Because the cylinder thickness of the 27-in.-diameter force main is unknown, we have a choice about the progress of the construction. After the contractor mobilizes, excavates to the pipe, and executes a wet tap to establish the cylinder thickness and suitability for welding on the pipe crown, the contractor can:
 - Put the force main back into service with a repair sleeve and recover the street with temporary surface until a suitable saddle or sleeve is ordered; or
 - Use a pre-ordered floating hub sleeve that will work without welding to the cylinder without delay.
 - Field work

- A field visit is planned in the coming week (Feb. 2-5) to aid in potholing on the project site and on a future one along Francisco Blvd. E. (three locations over the storm drainage concrete box culvert).
- Drawings: Project drawings will build on the template developed for the FMs Isolation Valves Replacement Project to minimize effort and increase standardization.
 - G1: Cover, location, legend
 - G2: Notes
 - C1: Site plan and sections
 - C10: Details
- Specifications: Where possible, these will be modified from the work completed on the FMs Isolation Valves Replacement Project to minimize effort and increase standardization.
 - Division 0: 21 sections
 - Division 1:
 - 01010 Project scope and time of completion
 - 01025 Description of Bid Items
 - 01030 Special Provisions
 - 01035 Modification Procedure
 - 01090 Reference
 - 01110 Summary of Work
 - 01140 Coordination
 - 01200 Project Meetings
 - 01310 Project Schedule
 - 01330 Submittals
 - 01400 Quality Control
 - 01510 Temporary Utilities
 - 01550 Traffic Control
 - 01560 Temporary Controls
 - 01720 Record Documents
 - 01740 Warranty
 - 01999 Reference Forms
 - Division 2:
 - 02200 Site Preparation
 - 02210 Subsurface Investigations
 - 02260 Excavation Support and Protection
 - 02300 Excavation and Backfill
 - 02500 Site Restoration
 - 02605 Manholes
 - 02659 Cleaning - Video
 - Division 15:
 - 15117 Air Release and Vacuum Valves
 - 15142.3 Bar-Wrapped Concrete Pressure Pipe
 - 15150 Force Main Tapping
 - Et al:
 - Appendix A-Confined Space Entry
 - Appendix B-Temporary Facilities-Construction-Pedestrian Access
 - Appendix C-City of SR Requirements

- Engineer's opinion of construction cost: Develop a construction cost estimate that correlates with the bid items developed in the Division 0 specifications.
- Schedule/timeline: Develop a construction timeline based on supplier response for critical items and the apparent availability of critical skilled help like welding for the C303 steel cylinder.
- Provide bid-phase engineering services (all hours by Project Engineer):
 - Respond to questions
 - Provide written responses to questions, tracking all questions and compiling them to post for all bidders. Assume 5 questions, 1.5 hours ea. response ave., 7.5 hours total
 - Write and submit addenda
 - Draft, submit to the District for review, and edit to finalize. Assume 2 addenda, 4 hours ea. addendum ave., 8 hours total
 - Analyze bids, recommend a winning bidder
 - Develop a checklist and bid item cost table for all bidders, review all bids for completeness, tabulate costs per bid, and recommend a winning bidder based on responsiveness and cost. Draft a memo recommending the winning bidder to the District.
 - Assume 5 bids, 6 hours total to complete analysis and draft and submit the memo.
- Provide construction-phase engineering and inspection services (hours by Project Engineer and Inspector):
 - Respond to submittals
 - Review, provide responses per specification, and track submittals to ensure all installed items have been approved.
 - Assume 20 submittals at 3 hours ea., average, 60 hours total (Project Engineer).
 - Respond to RFIs
 - Review, provide written response to RFIs from the contractor within 3 days of receipt. Coordinate response with the District to ensure the District is kept apprised.
 - Estimate 4 hours per RFI, 2 RFIs, 8 hours total (Project Engineer).
 - Coordinate with construction manager
 - Estimate 10 hours of coordination with the construction manager (Project Engineer).
 - Construction inspection
 - Assume two round-trips per week for two weeks to/from Roseville plus one each for the construction kickoff and punchlist meetings, 5 hours travel per visit plus \$158 vehicle costs per trip, 30 hours total (Project Engineer)
 - Assume 4 hours inspection of existing pipe, measuring steel cylinder thickness and other pipe dimensions, pit depths and lining and coating degradation, and documenting them for future work (Project Engineer).
 - Night hours inspection services: 8 hours per night for 12 nights (per the attached estimated timeline) for a total of 96 hours (Construction Inspector).
 - Incidental costs: \$76/night per diem, \$160/night lodging for 12 nights

- Estimated timeline for completion (without considering extraordinary delays for fabrication, unanticipated problems with the existing 27-in.-diameter force main structure, or coronavirus-related labor shortages)
 - Contract documents development:
 - Draft submittal (single submittal): 2/19
 - Start bid period: 3/1 or 3/2
 - NTP: 4/26
 - Pipe tap: 6/30
 - Completion with the floating hub saddle: 7/12

PROPOSED FEE

The proposed effort outlined above requires the following effort and fee for the completion of this project:

- Contract Documents development
 - Project Engineer (Chris Ewers, P.E.): 90 hours
 - Admin. Asst. (Julie Postier): 60 hours
 - Drafting (Custom CAD Solutions): 20 hours
 - Estimated fee: \$27,100
- Bid period services (3/1-4/5)
 - Project Engineer (Chris Ewers, P.E.): 21.5 hours
 - Estimated fee: \$4,300
- Construction-phase services (4/6-5/24)
 - Project Engineer (Chris Ewers, P.E.): 34 hours
 - Construction Inspector (Chris Ewers, P.E., and Richard Ingraham): 96 hours
 - Estimated fee: \$42,600

The total proposed services fee for staff extension services on this project: \$74,000.

If any aspect of this proposal poses a problem for the District, we will work together to address the issue and accomplish the District's goals.

It is a pleasure and a privilege to work with the District and its staff. We are here to support the District in its work, capabilities, creativity, and experience at the ready. I look forward to helping the District attain its goals. Please let me know if you have any questions or comments. Thank you for working with us.

Sincerely,

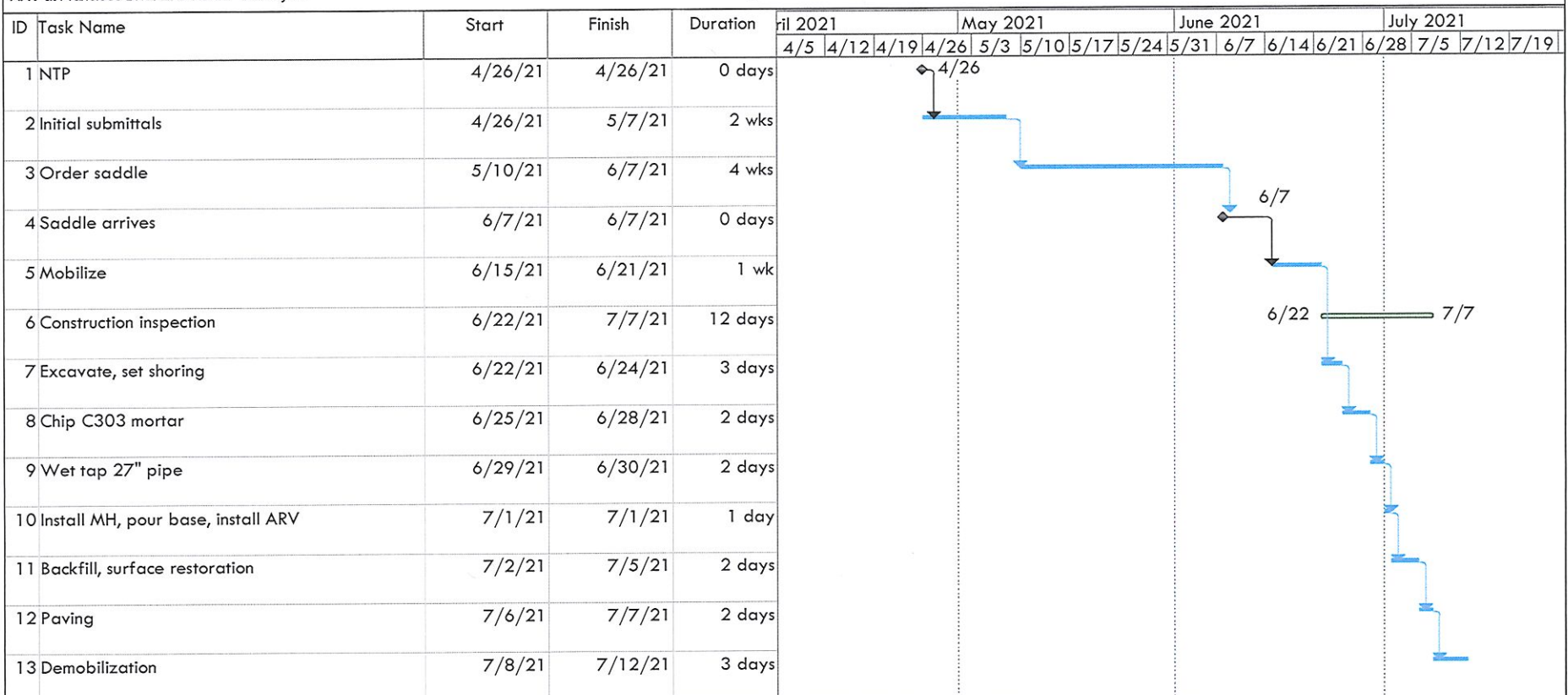


Chris Ewers, P.E.
CEO, Principal Engineer
Ewers Engineering, Inc.

Attachment: 2020 rates schedule, estimated construction timeline

Estimated Project Schedule

2/2/21





2020 rates and expenses

(Effective Jan. 1, 2020 through Dec. 31, 2020)

Role	Labor charges, \$/hr.
Principal Engineer	272 200
QA/QC	175
Construction Inspection	150
Drafting	134
Sr. Admin. Support	120
Jr. Admin./Tech Support	100

- Hourly rates include technology and communication costs like computer hardware and software, telephone, routine in-house copies, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services like vendor reproductions, prints, shipping, and major in-house reproduction efforts and engineering supplies will be billed at cost plus 15 percent.
- Mileage will be billed at the current IRS mileage rate; travel will be billed at cost.
- Subconsultants will be billed at cost plus 10 percent.
- A finance charge of 1.5 percent per month (an annual rate of 18 percent) on the unpaid balance will be added to invoice amounts if not paid within 45 days of the date of the invoice.
- This schedule is updated annually.

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

DATE: February 4, 2021

TO: Board of Directors, San Rafael Sanitation District

FROM: Doris Toy, District Manager/District Engineer

SUBJECT: Adopt Resolution Authorizing the District Manager/District Engineer to Sign an Agreement with Ewers Engineering for Engineering Related Services for the Isolation Valve Replacement Project

RECOMMENDATION:

Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Ewers Engineering for engineering related services for the Isolation Valve Replacement Project.

BACKGROUND:

Since the District does not have staff that specializes in force main and pump station design, Ewers Engineering has been acting as an extension of its staff. District staff has asked Ewers to work on a variety of force main related issues since March 2016, when the District entered an Agreement with Ewers Engineering for developing the Force Main Condition Assessment Program.

In July 2019, District staff identified several force main isolation valves that were failing and asked Ewers Engineering if its staff could take a look at them and develop alternatives for improvements. The valves were located at three sites: 1) North Francisco Pump Station, 2) Point San Pedro Road and Glenwood Avenue, and 3) Glenwood Pump Station. Ewers Engineering has developed various concepts of alternatives and has discussed them with staff. The District is now ready to design and prepare bid documents.

ANALYSIS:

District staff requested Ewers Engineering to submit a proposal for its assistance with design and construction related services for the Isolation Valve Replacement Project. Ewers Engineering is proposing to perform the work on a time-and-materials basis for an amount not to exceed \$126,000.

FISCAL IMPACT:

This project will be funded under the Pump Station and Force Main Capital Improvements Program from the FY 2020-21 and 2021-22 Budgets.

ACTION REQUIRED:

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Ewers Engineering for engineering related services for the Isolation Valve Replacement Project.

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

SAN RAFAEL SANITATION DISTRICT

RESOLUTION NO. 21-1220

**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
EWERS ENGINEERING, INC., FOR ENGINEERING RELATED SERVICES
FOR THE ISOLATION VALVE REPLACEMENT PROJECT
FOR AN AMOUNT NOT TO EXCEED \$126,000.00**

**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 Ewers Engineering, Inc., for engineering related services for the Isolation Valve Replacement Project, a copy of which is hereby attached and by this reference made a part hereof.

PASSED AND ADOPTED at a regular meeting of the San Rafael Sanitation District Board of Directors held on the 4th day of February 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT/ABSTAIN:

SAN RAFAEL SANITATION DISTRICT

Kate Colin, Chair

ATTEST:

Maribeth Bushey, Secretary

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING RELATED SERVICES FOR THE
ISOLATION VALVE REPLACEMENT PROJECT**

This Agreement is made and entered into this 4th day of February 2020 by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and *EWERS ENGINEERING, INC.* (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected *EWERS ENGINEERING, INC.*, to perform the required design related services for the **"Isolation Valve Replacement Project"** (hereinafter "PROJECT"); and

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

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. SCOPE OF SERVICES

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 Operations and Maintenance Manager 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. *CHRIS EWERS* 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 February 2, 2021, 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 \$126,000.00.

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. However, CONSULTANT'S duties and obligation in Sections 11 and 12 hereunder shall survive the expiration or termination of this Agreement.

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 acts or omissions, negligent or otherwise, 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: Mr. Kris Ozaki, (Project Manager)
San Rafael Sanitation District
111 Morphew Street
San Rafael, CA 94901

TO CONSULTANT: Mr. Chris Ewers, P.E.
Ewers Engineering, Inc.
914 Douglas Boulevard
Roseville, CA 95678

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 46-2355448, and CONSULTANT certifies under penalty of perjury that said taxpayer identification number is correct.

22. APPLICABLE LAW

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

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

SAN RAFAEL SANITATION DISTRICT

CONSULTANT

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

EWERS ENGINEERING, INC.

APPROVED AS TO FORM:

By: _____
Chris Ewers

Kerry Laiw Gerchow
Deputy County Counsel

Title: CEO, Principal Engineer

2 February 2021



Ms. Doris Toy, District Manager/District Engineer

San Rafael Sanitation District
111 Morpew Street
San Rafael, California 94915-1560

**Subject: Proposal for Engineering Services
Completion of the FMs Isolation Valves Replacement Project**

Ms. Toy:

Ewers Engineering has worked with the District on a staff extension basis since March of 2016 with an overall responsibility for development of the Force Main Condition Assessment Program. In our work with the District, several issues have been identified to reduce risk of failure and increase the dependability of the force main system. In one of these, District staff identified several failed isolation valves in late July 2019.

The purpose of this memo is to propose a scope, schedule, and fee anticipated to be sufficient to bring the FMs Isolation Valves Replacement Project through to completion of its construction phase.

INTRODUCTION

The failing isolation valves were clustered in three sites, with varying problems:

- **Site 1:** N. Fran PS cleanout: 16" plug valve
 - Location: N. Fran Pump Station site, Francisco Boulevard E. & Grand Ave. (off of Francisco Blvd.)
 - Reported issue: Valve operator pin broken
- **Site 2:** San Pedro Valve Cluster: V23 (22") and V1 (14")
 - Location: Approx. 400 feet east of Point San Pedro Road & Montecito Road
 - Reported issue: Valve operator or shaft broke
- **Site 3:** Glenwood Pump Station valve cluster: V16 (12"), V17 (10"), V15 (18"), and V20 (10")
 - Location: Point San Pedro Road & Glenwood Ave
 - Reported issue: Valve operators eroded from exposure to salt water

Ewers Engineering worked with the Force Mains Isolation Valves Replacement Project from its inception. We have worked on a staff extension basis to provide design alternatives and make recommendations to District staff based on our experience in pipeline design and construction.

- Conceptual design:
 - Proposed approach for working with valves after a site visit 10/22/2019.
 - Approach 1: Repair and rehabilitate
 - Approach 2: Repair, evaluate, and replace as needed
 - Developed the scope, benefits, estimated costs, timelines, and preferred option for each approach for the District's preferred method.
 - Submittals:
 - Drawings, sketches, approach analyses, cost estimate
 - Decisions:
 - Replace the valves entirely.
 - The list of valves included in the project was refined with field confirmation:
 - Site 1: V18 (16")
 - Site 2: V1 (12"), V3 (18"), V4 (18"), and V6 (12")
 - Site 3: V15 (18") and V16 (12")
- Preliminary design:
 - Proposed alternatives for accommodating the changes to the system.
 - Replacement (cut the 27-in.-diam FM, install a precast vault at Site 1, and plumb through it vs. developing a precast vault on site), valve types, installing vaults at all sites
 - Drafted Site 1 vault sizing and orientation in site for approval, potential vault configurations at Sites 2 and 3, and estimated costs and timelines for District consideration, meeting with District staff and making recommendations.
 - Submittals
 - Refined site sketches, cost estimate
 - Decisions:
 - Burial of all the valves except the Site 1 valve (V18), which would be installed in a cast-in-place vault.
 - Develop the project for a formal bid selection process.
- 50% design complete:
 - Developed a cost estimate, an initial set of specifications (Divisions 1-16), and project drawings for a formal bid selection process for the contractor. Drawings incorporated structural design for the Site 1 cast-in-place vault. The 11 specifications were developed for the core of the work:
 - 01110 Summary of Work
 - 01140 Coordination
 - 01330 Submittals
 - 01550 Traffic Control
 - 01782 Operation and Maintenance Information
 - 02200 Site Preparation
 - 02210 Subsurface Investigations
 - 02221 Demolition, Salvage and Abandonment
 - 02240 Dewatering

- 02320 Trenching
 - 15115.1 Eccentric Plug Valves
- Submittal 4/22/20
- Decisions:
 - Merge specifications: The District provided an example set of specifications and drawings from a 2018 gravity sewer project to use as a standard. The 44 specifications included 21 Division 0 sections.
- 90% design complete:
 - Developed a complete set of Contract Documents, including a refined cost estimate, a full set of 57 specifications sections (Divisions 0-16) and drawings for a formal bid selection process for the contractor. Drawings incorporated structural design for the Site 1 cast-in-place vault. The 11 specifications were developed for the core of the work:
 - Submittal 1/27/21

Invoicing

Ewers Engineering has invoiced the following for this project:

- Ewers Engineering proposed estimate for design-phase services April 2020 – Dec. 2020: \$47,197
- We anticipate the Jan. 2021 invoice will be \$34,410.

WHAT'S NEXT: TIMELINE

The 90% design complete set of the Contract Documents are in District review now. To complete the work through contractor selection, the following tasks are anticipated:

- Finalize Contract Documents
- Bid period: Respond to questions, write and submit addenda, analyze bids, and recommend a winning bidder

The District will likely have the initial stages of this project running concurrently with the first Force Main Condition Assessment project, installation of an ARV on the 27-in. diam. N. Fran Force Main. The schedule for bidding could be the same initially, but because the valves are taking 15 weeks for delivery, the beginning of construction and completion will likely be later:

- Advertise 3/1 or 3/2
- Board approval 4/1, NTP 4/26, valves ordered two weeks later, arrive on site 8/30.
- Site 1 vault constructed during the valve order period (estimate 6/1-7/12)
- After the valves arrive, estimate 4 weeks to the punchlist walk-through, likely early October.

During construction, the District may opt to have Ewers Engineering represent the District as the Project Engineer. The tasks typically associated with this work include responding to submittals and RFIs, coordinating with the Construction Manager, and making field visits as needed and for the punchlist walk-through. (If the District would like Ewers Engineering to support the Construction Manager in more day-to-day construction tasks, we can provide these services.)

PROPOSED SCOPE OF WORK

Ewers Engineering proposes to complete this project with its 2020 labor rates, using the favorable engineering rate provided for excellent agencies.

- Finalize Contract Documents:
 - Make edits to comply with District's comments and edits on 90% submittal
 - Specifications
 - Assume 10 hours for Admin. Asst. and 10 hours for Project Engineer
 - Drawings
 - Assume 4 hours for Project Engineer, 4 hours for Custom CAD Solutions
 - Cost estimate
 - Assume 2 hours for Admin. Asst., 2 hours for Project Engineer
- Bid period (all hours by Project Engineer):
 - Respond to questions
 - Provide written responses to questions, tracking all questions and compiling them to post for all bidders. Assume 10 questions, 1.5 hours ea. response ave., 15 hours total
 - Write and submit addenda
 - Draft, submit to the District for review, and edit to finalize as many as three addenda. Assume 3 addenda, 4 hours ea. addendum ave., 12 hours total
 - Analyze bids, recommend a winning bidder
 - Develop a checklist and bid item cost table for all bidders, review all bids for completeness, tabulate costs per bid, and recommend a winning bidder based on responsiveness and cost. Draft a memo recommending the winning bidder to the District.
 - Assume 5 bids, 6 hours total to complete analysis and draft and submit the memo.
- Construction period (all hours by Project Engineer):
 - Respond to submittals
 - Review, provide responses per specification, and track submittals to ensure all installed items have been approved.
 - Assume 30 submittals at 3 hours ea., average, 90 hours total
 - Respond to RFIs
 - Review, provide written response to RFIs from the contractor within 3 days of receipt. Coordinate response with the District to ensure the District is kept apprised.
 - Estimate 4 hours per RFI, 4 RFIs, 16 hours total
 - Coordinate with construction manager
 - Estimate 10 hours of coordination with the construction manager.
 - Field visits
 - Assume four field visits in addition to the punchlist walk-through, 9 hours per visit plus \$234 per trip (\$158 vehicle costs and \$76 meal allowance), 45 hours total

PROPOSED FEE

The proposed effort outlined above requires the following effort and fee for the completion of this project:

- Contract Documents finalization
 - Project Engineer (Chris Ewers, P.E.): 16 hours
 - Admin. Asst. (Julie Postier): 16 hours
 - Drafting (Custom CAD Solutions): 4 hours
 - Estimated fee: \$5,480
- Bid period services (3/1-4/5)
 - Project Engineer (Chris Ewers, P.E.): 33 hours
 - Estimated fee: \$6,600
- Construction-phase services (4/26-9/27)
 - Project Engineer (Chris Ewers, P.E.): 161 hours
 - Estimated fee: \$32,333

The anticipated proposed services fee for conclusion for staff extension services on this project to conclusion of the construction phase: \$44,393. Therefore, the total proposed cost for design and construction is \$126,000.

If any aspect of this proposal poses a problem for the District, we will work together to address the issue and accomplish the District's goals.

It is a pleasure and a privilege to work with the District and its staff. We are here to support the District in its work, capabilities, creativity, and experience at the ready. I look forward to helping the District attain its goals. Please let me know if you have any questions or comments. Thank you for working with us.

Sincerely,



Chris Ewers, P.E.
CEO, Principal Engineer
Ewers Engineering, Inc.

Attachment: 2020 rates schedule

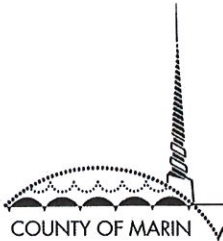


2020 rates and expenses

(Effective Jan. 1, 2020 through Dec. 31, 2020)

Role	Labor charges, \$/hr.
Principal Engineer	272 200
QA/QC	175
Construction Inspection	150
Drafting	134
Sr. Admin. Support	120
Jr. Admin./Tech Support	100

- Hourly rates include technology and communication costs like computer hardware and software, telephone, routine in-house copies, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services like vendor reproductions, prints, shipping, and major in-house reproduction efforts and engineering supplies will be billed at cost plus 15 percent.
- Mileage will be billed at the current IRS mileage rate; travel will be billed at cost.
- Subconsultants will be billed at cost plus 10 percent.
- A finance charge of 1.5 percent per month (an annual rate of 18 percent) on the unpaid balance will be added to invoice amounts if not paid within 45 days of the date of the invoice.
- This schedule is updated annually.



8, a.

OFFICE OF THE
COUNTY COUNSEL

February 2, 2020

Brian E. Washington
COUNTY COUNSEL

CONFIDENTIAL

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ASSISTANT COUNTY COUNSEL

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San Rafael Sanitation District (SRSD)
111 Morphew Street
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Brian C. Case
Kerry L. Gerchow
Tarisha K. Bal
Deidre K. Smith
Brandon W. Halter
Sarah B. Anker
Jacy C. Dardine
Kate K. Stanford

Re: **Closed Session – Conference with Legal Counsel – Anticipated
Litigation**

Dear Board Members:

I request that you conduct a closed session during your regular meeting on February 4, 2021, to discuss anticipated litigation involving the San Rafael Sanitation District. In my opinion, public discussion of this matter would prejudice your position.

DEPUTIES

The specific reasons and the legal authority for the closed session is: Government Code section 54956.9(d)(2).

Colleen McGrath
ADMINISTRATIVE SERVICES
OFFICER

It should be noted that Government Code section 54954.5 requires the Board to post a Closed Session item on the Board Agenda. With respect to the above referenced matter, the agenda description should read as follows:

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

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

Should you have any further questions, please contact me.

Very truly yours,

Kerry Gerchow
Deputy County Counsel