

**A G E N D A**  
**SPECIAL MEETING**  
**SAN RAFAEL SANITATION DISTRICT**  
**BOARD OF DIRECTORS**  
**MONDAY – MARCH 15, 2021 - 4:00 P.M.**  
**Join Zoom Meeting at <https://zoom.us/j/97026299529>**  
**Meeting ID: 970 2629 9529**

**Or by Phone:**  
**One tap mobile**  
**+16699006833,,97026299529# US (San Jose)**

**Dial by your location**  
**+1 669 900 6833 US (San Jose)**  
**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](mailto: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 – February 4, 2021.

**3. PAYMENTS**

Request approval as submitted.

**4. OLD BUSINESS**

None scheduled.

## **5. NEW BUSINESS**

- a. Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for engineering related services for the Third Street Pump Station and Beach Fiberglass Pump Station Improvement Project.
- b. Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for engineering related services for the North Francisco Pump Station and West Railroad Pump Station Predesign Study.
- c. Adopt resolution to amend the District Budget for Fiscal Years 2019-20 and 2020-21 and review Budget Status Report for the period 7-1-20 through 12-31-20.
- d. Report on adoption of investment policy.
  - Adopt resolution approving the Marin County investment policy as the investment policy for the San Rafael Sanitation District
- e. Discussion on performing an agency review for the District.

## **6. INFORMATIONAL ITEMS**

- a. Sanitary Sewer Overflow Annual Summary.

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

## **8. ADJOURNMENT**

The next scheduled meeting is April 1, 2021.



**SAN RAFAEL SANITATION DISTRICT  
Minutes of the Meeting  
February 4, 2021**

Regular Meeting

Via Teleconferencing

The meeting was called to order at 11:03 A.M. by Chair Kate.

Attendance Board: Kate Colin, Chair  
Maribeth Bushey, Secretary/Director

Attendance Staff: Doris Toy, District Manager/District Engineer  
David Nicholson, Senior Civil Engineer  
Kris Ozaki, Operations and Maintenance Manager  
Cynthia Hernandez, District Secretary

Attendance Others: Kerry Laiw Gerchow, Deputy County Counsel  
Dean DiGiovanni, CMSA Commissioner for SRSD

**1. OPEN PERIOD** - No persons were present to address the Board. A roll call was taken, and Chair Kate and Director Bushey were present. Director Rice was absent.

**2. MINUTES OF JANUARY 7, 2021.**

**MOTION** by Director Bushey, seconded by Chair Kate, to approve the minutes of the January 7, 2021, meeting as presented.

**AYES:** Director Bushey, Chair Kate  
**NOES:** None  
**ABSENT:** Director Rice

*Motion Carried*

**3. PAYMENTS**

**MOTION** by Director Bushey, seconded by Chair Kate, to approve the payments for January 2021 in the amount of \$1,918,663.80 for maintenance and operation of the District and for capital improvements.

**AYES:** Director Bushey, Chair Kate  
**NOES:** None  
**ABSENT:** Director Rice

*Motion Carried*

**4. OLD BUSINESS**

None.

## 5. NEW BUSINESS

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

District Manager Toy reported that the sewer easement for 26 Tweed Terrace is shown on the Record Map of Loch Lomond Highlands; but because this property was not specifically referenced on the map, it was not recorded properly. She reported that the District had hired a land surveyor to confirm these findings and to prepare the plat map and legal description for the easement. She also reported that because the only District-owned facility within the property boundaries is a manhole, the District would only need a 10-foot by 10-foot easement. She then reported that the Easement Deed, plat map, and legal description had been presented to and accepted by the property owner and requested the Board to adopt the resolution to accept the easement. Manager Toy reported that once the property owner has signed the Easement Deed, the District would have the documents recorded.

**MOTION** by Director Bushey, seconded by Chair Kate, to adopt the resolution to accept the sewer easement at 26 Tweed Terrace (APN 016-091-18).

**AYES:** Director Bushey, Chair Kate

**NOES:** None

**ABSENT:** Director Rice

*Motion Carried*

- 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 Rehabilitation Project.**

District Manager Toy reported that that both the District and the City have been working simultaneously on Francisco Boulevard East on separate construction projects (the District's sewer rehabilitation project and the City's sidewalk widening project). For this reason, both the District and the City decided to use the same construction manager and inspector for these projects in order to make coordination run more smoothly and efficiently. Therefore, both agencies have separately contracted with Park Engineering for construction related services. She also reported that due to some night work and change orders, the District's original agreement with Park Engineering for \$41,850.00 had been exceeded by \$10,430.00. Manager Toy then requested the Board to increase the contract budget and to cover these costs and to authorize her to sign an Amendment to Agreement with Park Engineering for an additional amount of \$10,430.00 for a total contract of \$52,280.00.

**MOTION** by Director Bushey, seconded by Chair Kate, to adopt the resolution 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.

**AYES:** Director Bushey, Chair Kate  
**NOES:** None  
**ABSENT:** Director Rice

*Motion Carried*

- 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.**

District Manager Toy reported that approximately five years ago the District had implemented a Force Main Condition Assessment Program and had entered into an agreement with Ewers Engineering to develop this program. She reported that this program had been divided into three phases, which consist of gathering and evaluating data, conducting inspections, and implementing more aggressive inspections if needed. She then reported that during the inspection process, air pockets were found in three locations in the 27-inch force main along Francisco Boulevard East. Manager Toy reported that air pockets are formed from hydrogen sulfide gasses, which can cause corrosion to the pipe, and that air release valves need to be installed in order to remove the gases. She also reported that because this force main is secondary or backup pipe, it was decided that it would be best to perform further investigation before spending a lot of time and money towards its rehabilitation. Manager Toy then reported that staff proposes to install an air release valve in the pipe at the intersection of Francisco Boulevard East and Harbor Street because it is the easiest and cheapest place to install one. She also reported that this installation will require removing a small section of pipe that can be used to analyze it. Next, Manager Toy reported that Ewers Engineering had submitted a proposal to perform the design and construction related services for the Air Release Valve at Francisco Boulevard East and Harbor Street Project on a time-and-materials basis for an amount not to exceed \$74,000.00.

**MOTION** by Director Bushey, seconded by Chair Kate, to adopt the resolution 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.

**AYES:** Director Bushey, Chair Kate  
**NOES:** None  
**ABSENT:** Director Rice

*Motion Carried*

- 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.**

District Manager Toy reported that because District staff does not specialize in force main and pump station design, Ewers Engineering has been acting as an extension of District staff since entering into an agreement with Ewers to develop the Force Main Condition Assessment Program in March 2016. In July 2019 District staff identified several failing isolation valves at three different sites (North Francisco Pump Station, Point San Pedro Road and Glenwood Avenue, and the Glenwood Pump Station) and requested Ewers

Engineering to take a look at them and to develop alternatives for improvements. She also reported that Ewers Engineering has since developed various concepts of alternatives and has discussed them with District staff, and the District is now ready to design and prepare bid documents. Manager Toy then reported that Ewers Engineering has submitted a proposal for assistance with design and construction related services for the Isolation Valve Replacement Project that will be performed on a time-and-materials basis for an amount not to exceed \$126,000.00.

**MOTION** by Director Bushey, seconded by Chair Kate, to adopt the resolution 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.

**AYES:** Director Bushey, Chair Kate

**NOES:** None

**ABSENT:** Director Rice

*Motion Carried*

## **6. INFORMATIONAL ITEMS**

None.

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

Director Bushey reported that CMSA will be kicking off its strategic planning process later this month, which feeds into its business plan for the following year. She also reported that she will report back on the strategic planning process as it progresses.

Chair Kate reported that she and Alternate Director Kertz would be taking a tour of CMSA next week.

## **8. CLOSED SESSION**

Deputy County Counsel Gerchow reported that the District had received a potential threat of litigation from a group called Riverwatch, which appears to involve alleged violations of the Clean Water Act.

**Closed Session – Opened at 11:20 A.M.**

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

**Closed Session – Ended at 11:32 A.M.**

Deputy County Counsel Gerchow reported that there was no reportable action.

**9. ADJOURNMENT**

There being no further business to come before the Board, the meeting of February 4, 2021, was adjourned at 11:33 A.M. The next meeting of the San Rafael Sanitation District was scheduled for Thursday, March 4, 2021, at 11:00 A.M via teleconferencing.

Respectfully submitted,

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Maribeth Bushey, Recording Secretary

**ATTEST THIS 4th DAY OF MARCH 2021**

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Katie Colin, Chair

13.

**SAN RAFAEL SANITATION DISTRICT**  
**PAYMENT SUMMARY**  
 February 1, 2021 - February 28, 2021  
 Vendor/Payee

	Class	Acct.#	Account Name	Amount
AMERICAN MESSAGING SERVICE	100	2534	Telephone service	9.84
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	176.16
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	164.66
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	169.20
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	164.60
ARAMARK UNIFORM SERVICES	200	2021	Uniforms	164.60
AT&T *4667	100	2534	Telephone service	198.94
AT&T *3362	100	2534	Telephone service	344.08
AT&T MOBILITY	100	2534	Telephone service	446.05
AT&T MOBILITY	100	2534	Telephone service	650.66
BRANDON TIRE	200	2083	Parts and repairs vehicles	439.07
CAL ASSOC. OF SANITATION AGENCIES	100	2131	Memberships and subscriptions	9,000.00
CALIFORNIA CAD SOLUTIONS INC(CALCAD)	100	4188	Facilities mapping services	300.00
CALIFORNIA CAD SOLUTIONS INC(CALCAD)	100	4188	Facilities mapping services	5,940.00
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	200	2359	Maint- pump sta's & force mains	666.08
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	200	2359	Maint- pump sta's & force mains	2,802.12
CAL-STEAM CO INC	200	2360	O&M - collection systems	24.17
CAL-STEAM CO INC	200	2359	Maint- pump sta's & force mains	182.90
CENTRAL MARIN SANITATION AGENCY	200	2210	Connection fees payable cmsa	364,226.39
CENTRAL MARIN SANITATION AGENCY	100	4300	FOG Program	6,292.73
CITY OF SAN RAFAEL	100	2381	Contract with San Rafael	778,936.35
COLIN, KATE	100	2282	Director's fees	100.00
CSW/STUBER-STROEH ENGR GROUP INC.	300	4340	Third St (Hayes to Ritter) (80)	2,203.00
DNG ENTERPRISES INC	200	2359	Maint- pump sta's & force mains	1,048.70
EVOQUA WATER TECHNOLOGIES, LLC	200	2106	Odor control chemicals	1,563.07
JACKSON'S HARDWARE	200	2359	Maint- pump sta's & force mains	3.04
JMB CONSTRUCTION, INC.	300	4148	Francisco Pump Station (10)	190,999.40
JMB CONSTRUCTION, INC.	300	4148	Francisco Pump Station (10)	10,052.60
KIMBALL MIDWEST	200	2359	Maint- pump sta's & force mains	61.08
KIMLEY-HORN AND ASSOCIATES, INC.	300	4340	Third St (Hayes to Ritter) (80)	4,940.00
KIMLEY-HORN AND ASSOCIATES, INC.	300	4340	Third St (Hayes to Ritter) (80)	6,567.50
KJ WOODS CONSTRUCTION, INC.	300	4336	Francisco Blvd. East-Medway(80)	29,848.79
MAHER ACCOUNTANCY	100	2717	Accounting services	3,600.00
MAHER ACCOUNTANCY	100	2717	Accounting services	3,600.00
MARIBETH BUSHEY	100	2282	Director's fees	100.00
MARIN COUNTY TAX COLLECTOR	100	2713	Legal services	2,657.00
MARIN RESOURCE RECOVERY INC	200	2360	O&M - collection systems	43.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	200	2369	Standby services	650.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	200	2360	O&M - collection systems	18,250.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	200	2360	O&M - collection systems	1,340.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	200	2360	O&M - collection systems	4,996.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	200	2360	O&M - collection systems	5,900.00

Memo

Telephone Service - shipping and handling for replacement pager  
 Uniforms - weekly service ending 1/13/21  
 Uniforms - weekly service ending 1/20/21  
 Uniforms - weekly service ending 1/27/21  
 Uniforms - weekly service ending 2/03/21  
 Uniforms - weekly service ending 2/10/21  
 Telephone Service - pump stations diallers to CMSA from 12/20/20-1/19/21  
 Telephone Service - land lines for pump stations and diallers from 1/02/21-2/01/21  
 Telephone Service - cell phone service from 12/04/20-1/03/21  
 Telephone Service - cell phone service from 1/04/21-2/03/21  
 Vehicles - four new tires for vehicle #8195  
 Memberships - annual membership dues for 2021  
 Facilities Mapping Services - cleaning system updates from November to December 2020  
 Facilities Mapping Services - SRSD share of GIS upgrade from 201/21-1/31/22  
 Pump Stations - diagnose failure of old batteries at North Francisco Pump Station  
 Pump Stations - repair to generator at Bret Harte Pump Station  
 Collection System - fittings for nozzle testing for vacor truck  
 Pump Stations - ball valves for ARVs  
 CMSA Connection Fees - 99 Loch Lomond Dr., 1304 Second St., 190 Mill St., 65 Lovell Ave., 1201 Fifth Ave.  
 FOG Program - FOG Control Program Management from 10/01/20-12/31/20  
 Contract with San Rafael - third quarter FY 2020-21 reimbursement  
 Director's Fees - Kate Collin on 2/04/21  
 Third Street Sewer Rehab. Project Lootens Place to Fourth Street - design and construction related services through 1/10/21  
 Pump Stations - batteries for North Francisco Pump Station generator  
 Odor Control - service and inspection of chemical tanks at pump stations from 1/01/21-1/31/21  
 Pump Stations - adhesive to be carried on maintenance trucks  
 South Francisco Pump Station Improvements Project - Progress Payment #8  
 South Francisco Pump Station Improvements Project - Progress Payment #8 retention for escrow account  
 Pump Stations - penetrating oil  
 Third Street Sewer Rehab. Project Lootens Place to Mary Street - design and construction related services through 11/30/20  
 Third Street Sewer Rehab. Project Lootens Place to Mary Street - design and construction related services through 12/31/20  
 Francisco Blvd. East Sewer Rehab. Project - Progress Payment #4 - retention release  
 Accounting Services - January 2021  
 Accounting Services - February 2021  
 Director's Fees - Maribeth Bushey on 2/04/21  
 County Counsel - second quarter Oct/Nov/Dec FY 2020/21  
 Collection System - dump fees for tree branches removed from manhole in easement at 12 Chestnut Avenue  
 Standby - service for 509 Canal St. on 1/13/2021  
 Collection System - flushing and televising at Tiburon Blvd., Albion St., and Bret Harte Rd., prior to county paving project  
 Collection System - reverse setup for flushing and televising at Tiburon Blvd., Albion St., and Bret Harte Rd. prior to county paving project  
 Collection System - spot repair at 224 Dubois Street  
 Collection System - spot repair at Forbes Ave. and Elizabeth Way



MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service for 8 Laurel Place on 1/28/21	200	2363	Standby services	650.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service for 18 Santa Margarita Drive on 2/04/21	200	2363	Standby services	731.25
MILLER PACIFIC ENGINEERING GROUP INC	Rehab Gravity Sewer System - geotechnical services at 170 Spring Grove Avenue from 7/13/20-7/19/20	300	4302	Rehab of Gravity Sewer (80yr)	375.70
NUTE ENGINEERING INC	Bayside Acres Beach Sewer Improvements Project - engineering services from 12/01/20-12/31/20	300	4338	Rehab of Beach Swr Bayside (80)	42,280.00
NUTE ENGINEERING INC	Bayside Acres Beach Sewer Improvements Project - engineering services from 1/01/21-1/31/21	300	4338	Rehab of Beach Swr Bayside (80)	8,548.00
NUTE ENGINEERING INC	Francisco Blvd. East at Grange Way Sewer and Storm Drain Project - engineering services from 12/01/20-12/31/20	300	4337	Sewer Rep Richmond SR Bridge(80)	4,031.00
NUTE ENGINEERING INC	Francisco Blvd. East at Grange Way Sewer and Storm Drain Project - engineering services from 1/01/21-1/31/21	300	4337	Sewer Rep Richmond SR Bridge(80)	1,171.00
NUTE ENGINEERING INC	Francisco Blvd. East Sewer Rehab. Project - engineering services from 7/01/20-7/31/20	300	4336	Francisco Blvd. East-Medway(80)	6,954.00
NUTE ENGINEERING INC	South Francisco Pump Station Improvements Project - engineering services from 12/01/20-12/31/20	300	4148	S. Francisco Pump Station (10)	4,900.25
OWEN EQUIPMENT SALES	Vehicles - parts for vactor truck #8192	200	2083	Parts and repairs vehicles	1,844.73
PARK ENGINEERING, INC	South Francisco Pump Station Improvements Project - construction management services from 8/1/20-12/31/20	300	4148	S. Francisco Pump Station (10)	4,546.08
PG&E a/c 2480926202-5	Power - electric service for pump stations from 12/09/20-1/08/21	200	2535	Electric utility costs	15,271.83
PIPE AND PLANT SOLUTIONS, INC.	Sanitary Sewer Televising Project 2019 - Progress Payment #2 for December 2020	300	4334	2019 Sewer Televising	27,819.04
SCHAAF & WHEELER, INC	2020 Sewer Pipe Repair and Replacement Project - design related services through 12/31/20	300	4342	2020-21 Sewer Improvement (80)	13,970.00
SCHAAF & WHEELER, INC	Woodland Ave. Sewer Improvement Project - engineering services through 12/31/20	300	4338	Woodland Pl/Ave & Octavia (80)	39,529.00
SCHAAF & WHEELER, INC	Woodland Ave. Sewer Improvement Project - engineering services through 1/31/21 - Encroachment Permit reimbursement	300	4338	Woodland Pl/Ave & Octavia (80)	246.00
SmartCover Systems, Inc.	Collection System - renewal of tech services and warranties from 2/28/21-3/31/22	200	2360	O&M - collection systems	5,251.41
STAPLES INC	Office Supplies - miscellaneous office supplies	100	2133	Office & shop supplies	144.98
US BANK	Consulting Services - recruitment advertisement for Associate Civil Engineer	100	2325	Consulting services	175.00
US BANK	Office Supplies - tide calendars	100	2133	Office & shop supplies	79.80
US BANK	Pump Stations - baking soda and distilled water for generator battery at North Francisco Pump Station	200	2359	Maint- pump sta's & force mains	10.66
US BANK	Pump Stations - baking soda for generator battery at North Francisco Pump Station	200	2359	Maint- pump sta's & force mains	7.98
US BANK	Pump Stations - distilled water for various pump stations	200	2359	Maint- pump sta's & force mains	7.74
US BANK	South Francisco Pump Station Improvements Project - spill kit for South Francisco Pump Station	300	4148	S. Francisco Pump Station (10)	33.14
VERIZON WIRELESS	Telephone Service - wireless service for laptops 12/21/20-1/20/21	100	2584	Telephone service	380.18
WATER COMPONENTS & BLDG SUPPLY	Collection System - stock for vehicle #8154 for USA markings	200	2360	O&M - collection systems	25.51
WATER COMPONENTS & BLDG SUPPLY	Pump Stations - parts for Peacock Pump Station antenna	200	2359	Maint- pump sta's & force mains	4.67
WATER COMPONENTS & BLDG SUPPLY	Pump Stations - Peacock Pump Station antenna	200	2359	Maint- pump sta's & force mains	30.80
WORKSMART AUTOMATION, INC	Pump Stations - antenna cable for Peacock Pump Station cell modem SCADA integration	200	2359	Maint- pump sta's & force mains	245.88
					\$ 1,639,041.41

5.a.

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

**DATE:** March 15, 2021

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

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

**SUBJECT:** Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with Nute Engineering for Engineering Related Services for the Third Street Pump Station and Beach Fiberglass Pump Station Improvement Project

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**RECOMMENDATION:**

Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for engineering related services for the Third Street Pump Station and Beach Fiberglass Pump Station Improvement Project.

**BACKGROUND/SUMMARY:**

The Third Street Pump Station is located at 119 Third Street, in front of San Rafael High School's stadium. This pump station is over 60 years old, and the latest upgrade project was in the late 1990's. The pump station controls are located behind the sidewalk in a 5-foot x 12-foot easement on the San Rafael School District's property; but the wet well housing the pumps is located below ground in the parking lane, and the power meter is in the median. The station collects wastewater from nearby businesses on Third Street and San Rafael High School. This project will explore expanding the easement in order to have the power meter and wet well at the same site as the pump station controls, moving these components out of the roadway. It will also include replacing the 20-year-old pump control system and raising it above the 100-year flood level and above the County of Marin's sea level rise projections.

The Beach Fiberglass Pump Station is located at 11 Beach Drive, just south of Point San Pedro Road. The pump station is approximately 50 years old, and it collects wastewater from the homes in the Bayside Acres neighborhood, south of Point San Pedro Road. It is a pre-packaged pump station where the pumps and pump motors are located below ground in a small pump room adjacent to the wet well and are subject to damage from flooding if a pipe were to break or a

valve were to fail. Maintenance of the station also requires a confined space entry by staff. The project will consist of replacing the station with a submersible pump station, where the pump controls are above ground and above the 100-year flood level. The benefit of a submersible pump station is mainly for personnel safety; staff does not need to enter a confined space to service the pumps since they can be lifted up to the surface for servicing. Also, because the pump motors operate underwater, there is no risk of the motors being damaged during a flood. Since the pump station is within the San Francisco Bay Conservation and Development Commission (BCDC) jurisdiction, we will need to obtain permits for this project.

**ANALYSIS:**

Since both the Third Street Pump Station and Beach Fiberglass Pump Station are small stations and will be submersible-type pump stations, staff propose to combine both stations into one project.

Staff has requested Nute Engineering to submit a proposal to provide the engineering services as described in this memo and in the attached proposal. The proposed cost of this project is \$315,800 for Nute's services for design and during construction. It is anticipated that the design work will be completed by the end of this year and for construction of both pump stations to be completed by the fall of 2022.

**FISCAL IMPACT:**

Nute Engineering proposes to perform the engineering design services on a time-and-materials basis for an amount not to exceed \$315,800, and this project will be funded under the Pump Station and Force Main Capital Improvements Program.

**ACTION REQUIRED:**

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for engineering related services for the Third Street Pump Station and Beach Fiberglass Pump Station Improvement Project.

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

**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 21-1221**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN RAFAEL SANITATION DISTRICT  
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER  
TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH  
NUTE ENGINEERING FOR ENGINEERING RELATED SERVICES  
FOR THE THIRD STREET PUMP STATION AND BEACH FIBERGLASS  
PUMP STATION IMPROVEMENT PROJECT  
FOR AN AMOUNT NOT TO EXCEED \$315,800.00**

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

The District Manager/District Engineer is hereby authorized to execute, on behalf of the San Rafael Sanitation District, a Professional Services Agreement with Nute Engineering for engineering related services for the Third Street Pump Station and Beach Fiberglass Pump Station Improvement Project, a copy of which is hereby attached and by this reference made a part hereof.

**PASSED AND ADOPTED** at a special meeting of the San Rafael Sanitation District Board of Directors held on the 15th day of March 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  
THIRD STREET PUMP STATION AND BEACH FIBERGLASS PUMP STATION  
IMPROVEMENT PROJECT**

This Agreement is made and entered into this 15th day of March 2021 by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and *NUTE ENGINEERING* (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected *CONSULTANT* to perform the required engineering related services for the "**Third Street Pump Station and Beach Fiberglass Pump Station Improvement Project**" (hereinafter "PROJECT"); and

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

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. 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 Senior Civil Engineer is hereby designated as the PROJECT MANAGER for the DISTRICT and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. CONSULTANT. CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. *MARK WILSON* is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall notify the DISTRICT within ten (10) business days of the substitution.

3. DUTIES OF CONSULTANT

CONSULTANT shall perform the duties and/or provide services as follows; the CONSULTANT agrees to provide professional services as an Engineering Consultant to prepare work outlined in the Proposal from CONSULTANT dated March 1, 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 \$315,800.00.

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. David Nicholson, P.E. (Project Manager)  
San Rafael Sanitation District  
111 Morphew Street  
San Rafael, CA 94901

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

17. INDEPENDENT CONSULTANT

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

18. ENTIRE AGREEMENT -- AMENDMENTS

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

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

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

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

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

19. SET-OFF AGAINST DEBTS

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

20. WAIVERS

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

21. CITY BUSINESS LICENSE/OTHER TAXES

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

22. APPLICABLE LAW

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

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

SAN RAFAEL SANITATION DISTRICT

CONSULTANT

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

NUTE ENGINEERING\_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mark Wilson, P.E.

\_\_\_\_\_  
Kerry Laiw Gerchow  
Deputy County Counsel

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



THIRD STREET PUMP STATION



BEACH FIBERGLASS  
PUMP STATION



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**SAN RAFAEL SANITATION DISTRICT  
THIRD STREET AND BEACH FIBERGLASS PUMP STATIONS  
IMPROVEMENT PROJECT  
PROPOSAL FOR ENGINEERING SERVICES**

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Civil and Sanitary Consultants

March 1, 2021

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

**Re: Third Street and Beach Fiberglass Pump Stations Improvement Project  
Proposal for Engineering and Design Services**

Dear Doris:

Nute Engineering is pleased to provide this proposal for Engineering and Design Services for the Third Street and Beach Fiberglass Pump Stations Improvement Project. The attached Proposal outlines our planned services.

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

Very truly yours,

NUTE ENGINEERING

By:   
David Stier, P.E.

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

# PROPOSAL

## SAN RAFAEL SANITATION DISTRICT THIRD STREET AND BEACH FIBERGLASS PUMP STATIONS IMPROVEMENT PROJECT Proposal For Engineering Services

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In accordance with your request Nute Engineering is pleased to offer our proposal for engineering services for the Third Street and Beach Fiberglass Pump Stations Improvement Project.

### PROJECT UNDERSTANDING

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

Nute Engineering is a local Marin County firm and has designed numerous sewage pump stations and pump station upgrades for various sanitation agencies throughout Marin County. Nute Engineering's approach to improving and upgrading existing pump stations has focused on efficient pump station design providing longevity, reliability, and prioritizing worker safety.

The Third Street Pump Station is situated in front of San Rafael High School. The wet well of the pump station containing submersible pumps is located just outside of the travelled way, the power meter is in the median, and the pump station controls are located in an easement behind the sidewalk. The original pump station controls were constructed in the median but relocated to their current location after being destroyed in a vehicular accident. The distributed layout makes the pump station difficult to maintain and the traffic flow coming from Pt. San Pedro Road also presents a hazard to workers.

The Beach Fiberglass Pump Station is an older pre-packaged Gorman-Rupp wet pit/dry pit type in which the pumps and pump motors are located below grade in a small pump room adjacent to the wet well and are subject to damage from flooding if a pipe were to break or a valve were to fail. Maintenance of the station also requires a confined space entry by SRSD staff.

Both pump stations are nearing the end of their intended design lives and in need of complete rehabilitation. Limited working area around both stations will require special consideration and planning for construction. During the design process, Nute Engineering will work closely with SRSD staff to ensure that the new stations meet the current standards for SRSD for reliability and worker safety.

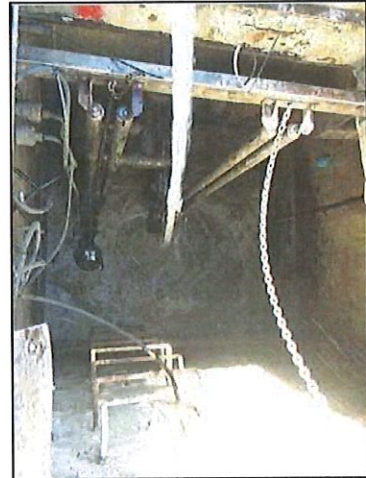
# PROPOSAL

## PROJECT BACKGROUND

The Third Street and Beach Fiberglass Pump Stations are the two remaining pump stations in the SRSD collection system that have not undergone recent renovations.

### Third Street Pump Station

The pump station was originally constructed in 1958 with a subsequent upgrade project in 1982. In the late 1990's, a vehicle destroyed the pump control panel in the median. An effort was made at the time to relocate the pump station controls behind the sidewalk. This work was performed along with obtaining a 5 foot x 12 foot easement for the pump station on San Rafael School District property. San Rafael High School is nearing the end of a large school improvement project. The project included the construction of facilities including an ADA ramp and electrical equipment located in close proximity to the easement containing the pump station controls. Working around the new school improvements will constrain the limits of the new pump station and result in challenging working conditions.



The pump station is located at 119 Third Street, a short distance west of Embarcadero Way. The station is currently a submersible type and contains two 3 HP Flygt pumps. The station collects gravity sewage from the surrounding collection system for the Third Street business corridor along with flows from San Rafael High School. An 8-inch force main transports the sewage to a manhole at Embarcadero Way. After entering the gravity collection system on Pt. San Pedro Road, the flows eventually end up at the San Pedro Pump Station for repumping. Currently, there is no permanent backup electrical power at the site, but the District maintains a portable genset connection and keeps a portable genset on the site ready to connect when necessary due to a PG&E power outage.

### Beach Fiberglass Pump Station

The Beach Fiberglass Pump Station was originally constructed in 1972 in conjunction with the surrounding residential development. It appears that the pump station has only undergone minor improvements since its original construction. The pump station still uses a bubbler system for level control which is now obsolete due to the availability of more reliable modern options.



The pump station is located at 11 Beach just south of Pt. San Pedro Road. The station is a dry pit/wet pit type with two 3-HP Gorman-Rupp pumps. Two gravity sewers discharge into the pump station wet well. The influent sewer to the west collects flows from a small number of homes on Beach Drive. A second influent sewer from the east conveys flows from most of the

# PROPOSAL

Bayside Acres neighborhood south of Pt. San Pedro Road including repumped flows from the Beach Pump Station. A 4-inch force main discharges to a gravity sewer that conveys flow to the Loch Lomond Pump Station. This pump station also has a portable generator connection for emergency backup power. The pump station is within 100 feet of the shoreline and therefore within the jurisdiction of the Bay Conservation and Development Commission (BCDC) and a BCDC construction permit will be required for the work.

## EXISTING PUMP STATION ISSUES

In addition to the above discussion concerning the 2 pump stations there are the following additional areas of concern or items that should be addressed during the design process:

### Third Street Pump Station

- Site Design and Security – As described above, the current pump station configuration is not conducive to operation and maintenance. The goal of the design will be to move the entire pump station out of the roadway. Security measures, including fencing where possible, will be included with consideration of the pump station proximity to the high school and heavily travelled Third Street corridor. The site design will include exploring the possibility to expand the size of the easement existing on San Rafael School District property to allow the pump station to be consolidated to a single location.
- Updated and Improved Pump Controls and SCADA – The existing controls are now 20 years old. The pump station will be upgraded with a new electrical and pump control system that meets current codes and District operational standards.
- Electrical Service – If possible, the power meter should be relocated from the median and grouped with pump station controls. SRSD staff would also prefer to change the station voltage from 208V to 240V or 480V.
- Flood Elevation – The top of the pump station and elevation of the electrical controls will need to be set above the 100-year flood level as shown on the FEMA FIRM maps and above the County of Marin's sea level rise projections.



### Beach Fiberglass Pump Station

- Safety – The existing pump station configuration requires SRSD operators to navigate a steep ladder to access and maintain the pumps which would present a challenge if a rescue became necessary. Conversion to a submersible pump station will remove this issue.



# PROPOSAL

- Multiple Influent Sewers – Typical sewer pump stations have a single influent sewer and influent manhole which facilitates bypass pumping. The influent sewers will be routed to a single influent manhole upstream from the pump station if possible.
- Updated and Improved Pump Controls and SCADA – The pump station will be upgraded with new electrical and pump control system that meets current codes and District operational standards.
- Pumping Capacity – SRSD staff has required slightly larger pumps for increased station capacity.
- Site Design, Landscaping, Security – Design of the pump station site should include a new fence to limit public exposure and improve security at the facility. A wooden fence is preferred for security, but this may obstruct the coastal view and should be discussed further during design. The site entrance will also be evaluated for functionality and possible improvements. The existing Beach Fiberglass Pump Station site is small, has limited area, and is also surrounded by sensitive habitat. Willis Land Surveying will verify whether the legal site is currently fully used. We will work closely with District staff to design the site for maximum functionality.
- Flood Elevation – The top of the pump station and elevation of the electrical controls will need to be set above the 100-year flood level as shown on the FEMA FIRM maps and above the County of Marin's sea level rise projections.
- BCDC Jurisdiction – The pump station is within the BCDC jurisdiction. Prunuske and Chatham will coordinate the permitting process and requirements for the project.

## APPROACH

Nute Engineering's approach to the upgrade and improvement for both of the pump stations is to construct submersible-type stations. A new motor control center along with a portable engine generator connection will be provided. The pump station deck and all electrical equipment will be installed above the flood level and the predicted elevation for sea level rise. A valve pit will be provided at each station per SRSD standard design. Both the valve pit vaults shall be constructed with traffic rated, waterproof hatches to allow maintenance vehicles close access to the pump station. Flowmeters may be installed at the stations if space is available and the flow data is needed by SRSD.

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

# PROPOSAL



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

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

## SCOPE OF WORK

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

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

### Schedule A Services - Engineering Services During Construction

The project design will include the following items of work:

1. Design and preparation of plans and specifications for the improvements to the Third Street and Beach Fiberglass Pump Stations including:
  - a. Make a topographic survey of the site and surrounding area and design improvements to ensure critical electrical components are above the flood level. Verify the location of the property lines (survey by Willis Land Surveying).
  - b. Prepare demolition plans for the existing pump stations.

# PROPOSAL

- c. Develop a detailed temporary bypass plan to maintain sewage flow during construction of the pump stations.
  - d. Design site layout to allow access and maintenance to all critical components by SRSD staff.
  - e. Make hydraulic calculations of the force main and select pumps which will be suitable for the head conditions. Design the mechanical and hydraulic elements of the pumping facilities, together with selection of the necessary pumping equipment and connection to the existing force main system.
  - f. Prepare and submit service applications for the PG&E utility power supply.
  - g. Design all structural work including new wet wells and new valve pit.
  - h. Design of the electrical work and controls by our electrical consultant John Calton, J. Calton Engineering.
  - i. Coordinate geotechnical investigation for both locations with SRSD's consultant (Miller Pacific Engineering Group).
  - j. Obtain a BCDC construction permit and provide support the environmental consultant, Prunuske and Chatham (Beach Fiberglass Pump Station only).
  - k. Prepare technical specifications of the project improvements. Prepare the Bid Documents, including the District's standard Instructions to Bidders, Proposal, General Conditions, etc.
1. Based on the construction plans and specifications, prepare a final estimate of the project construction cost.
  3. Provide assistance during bidding consisting of answering the contractor's questions and issuing addenda as necessary.
  4. Compile the bid results, check the Contractor's licensing information and make a recommendation to the District regarding the award.
  5. Prepare for and attend project meetings during the conduct of the design work to define the project. It is assumed that three (3) project meetings will be needed.



# PROPOSAL

## Schedule B Services - Design Services During Construction

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

1. Attend pre-construction conference to respond to plans, specs, estimate questions.
2. Attend District requested site visits during progress of work and construction staking.
3. Respond to RFI and prepare modifications and revisions as necessary.
4. Assist District staff in reviewing submittals from contractor.
5. Assist District staff in preparing change orders as necessary.
6. Attend weekly construction meetings (assume 30 week construction period).
7. Participate in final walk through of construction project and prepare punch list.
8. Prepare record drawings from markups by contractor and resident engineer.

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

## **SERVICES NOT INCLUDED IN THIS PROPOSAL**

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

1. Geotechnical investigations.
2. Hazardous materials investigations, assessment or removal.
3. Locating or potholing of underground utilities.
4. Environmental review or preparation of an environmental impact report of the project.
5. Legal services in connection with the project.
6. Acquisition of rights of ways, rights of entries or other permits.
7. Boundary survey.
8. Publication advertising cost for public bid.
9. Printing of plans and specifications for bidding purposes and for the Contractor's use.
10. Payment of permit fees and City of San Rafael Encroachment Permit Application

# PROPOSAL

## STAFFING PLAN

### A. NUTE ENGINEERING

Nute Engineering has a staff of highly experienced engineers bringing a strong background in the design and construction of wastewater facilities. The Nute Engineering team for this project will consist of the following personnel:

**David Stier, RCE 68950**, will serve as Project Manager for this project. Mr. Stier has over 30 years in the fields of construction and engineering and is experienced in the design and management of sanitary sewer pump station projects. David possesses strong client communication skills and works to establish effective relationships with stakeholders. He has been responsible for the design and construction management of numerous pump stations in Marin County.

**Mark Wilson, RCE 47988**, Mr. Wilson is President of Nute Engineering with over 30 years' experience in engineering and construction bringing seasoned experience in design and constructability issues. Mr. Wilson has been involved in the design and construction review of sewers and wastewater projects including sewer pipelines and force mains, pump stations and wastewater treatment plant improvements. Mr. Wilson has a long history of successful implementation of "trenchless" pipeline rehabilitation including pipe bursting, directional drilling, cured-in-place pipe installation, micro-tunnelling and bore and jack installation.

**Adrian Bartshire, RCE 70839**, has over 18 years of professional design and construction experience in Site/Civil, Drainage, Water, and Sewer infrastructure improvement projects throughout CA and in ten other states. Mr. Bartshire has managed design and construction of large multi-jurisdictional, multi-discipline, million dollar infrastructure improvement projects and environmentally sensitive neighborhood creek restoration projects literally in the back yards of abutting residences. Mr. Bartshire has technical experience in most facets of water including storm water, groundwater, irrigation, channel restoration, drinking water, and wastewater as well as experience with the full life cycle of projects from planning, permitting, design, construction and demolition. He is an accredited LEED AP with the US Green Building Council and a Qualified Storm Water Pollution Prevention Plan Developer (QSD) with the California Stormwater Quality Association (CASQA).

# PROPOSAL

## B. SUBCONSULTANTS

Subconsultants on this project will include the following firms:

**J. Calton Engineering – John Calton, E14099**, is an independent registered professional electrical engineer with over 30 years of experience in water and wastewater treatment on conveyance related projects.

**Prunuske and Chatham – Environmental Permitting (BCDC)** – Prunuske and Chatham consists of a team of scientists, environmental planners, landscape architects, engineers, construction, and administrative staff working together to find ecological solutions to human challenges. This local firm assists numerous local agencies with a variety of environment permitting needs.

**Willis Land Surveying – Surveying -** Willis Land Surveying Inc. (WLS) provides a full range of land surveying services throughout the San Francisco Bay Area. Owner, Randall T. Willis, PLS 8118, has over 20 years of land surveying experience. Randy uses state of the art, robotic and digital equipment and has been involved in many projects throughout Marin and Sonoma Counties, covering every aspect of land surveying. Randy has a background in civil engineering and understands the technical requirements of design professionals. He has the professional and practical experience to work and communicate cooperatively and effectively with design and construction personnel.

# PROPOSAL

## WORK PLAN / SCHEDULE

The milestones and completion dates for the Third Street and Fiberglass Pump Stations Improvement Project design work, assuming a April 1, 2021 start date, are as follows:

- Complete 30% PS&E June 15, 2021
- Complete 60% PS&E: July 15, 2021
- Complete 95% PS&E: November 1, 2021\*
- Complete Final PS&E December 1, 2021
- Advertise, Begin Bidding Process December 5, 2021
- Award Construction Contract January 5, 2022
- Begin Construction February 1, 2022
- Complete Construction September 1, 2022

\*The design period has been extended to accommodate expected delays to obtain the BCDC construction permit but will be accelerated if possible.

## PROJECT COST PROPOSAL

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

Schedule A – Preparation of Plans and Specifications	\$ 211,000
Schedule B – Design Services During Construction	\$ 104,800
Total Schedules A and B	\$ 315,800

Very truly yours,

NUTE ENGINEERING

By:   
David E. Stier, P.E.

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



## ATTACHMENT A

### 2021 HOURLY RATE SCHEDULE

OFFICE PERSONNEL	HOURLY RATE
Principal Engineer	\$247.00
Senior Engineer	202.00
Engineer III	190.00
Engineer II	183.00
Engineer I	158.00
Field Representative*	173.00
Assistant Engineer II	123.00
Assistant Engineer I	114.00
Senior Designer	180.00
CAD Drafter II	151.00
CAD Drafter I	132.00
Technical Administrative Support	113.00
Clerical	97.00
<b>LITIGATION SERVICES</b>	
Court Appearance/Deposition	356.00

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

### REIMBURSABLE EXPENSES

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

**EFFECTIVE DATE:** January 1, 2020



ATTACHMENT B  
 SAN RAFAEL SANITATION DISTRICT  
 THIRD STREET AND BEACH FIBERGLASS PUMP STATIONS IMPROVEMENT PROJECT  
 PROPOSAL DESIGN SERVICES - LEVEL OF EFFORT

NUTE ENGINEERING  
 907 Mission Ave  
 San Rafael, CA 94901

	Senior Engineer	Engineer III	Engineer II	Tech Admin Support	Direct Cost	Direct Cost Markup	TOTALS	
	Rate \$/Hr	\$202	\$190	\$183				\$113
<b>SCHEDULE A - ENGINEERING DESIGN SERVICES - PREPARATION OF PLANS AND SPECIFICATIONS</b>								
1. Design and prepare plans and specifications								
a. Topographic survey of sites, ensure critical electrical components above flood level		20	20		\$8,630	\$863		
b. Prepare demolition plans for existing pump station	5	20	30					
c. Develop detailed temporary pump station bypass plans	10	30	30					
d. Design sites layout to allow access and maintenance by SRSD staff	10	30	30					
e. Make hydraulic FM calcs, select pumps, design mech. & hyd. elements of pump facilities	10	16	60					
f. Prepare/submit PG&E permitting.		12	12		\$2,000	\$200		
g. Design structural work including mew wet wells and valve pits	10	60	60					
h. Design electrical work and controls by electrical consultant, J. Calton Engineering	6	40	80		\$37,000	\$3,700		
i. Provide support for geotechnical investigations for each site by SRSD Consultant (MPEG)		4	4					
j. Obtain BCDC construction permit	3	3	12		\$9,805	\$981		
k. Prepare technical specifications of the project improvements	10	16	8	14	\$1,000	\$100		
2. Prepare Bid Documents (Instructions to Bidders, Proposal, Gen. Conditions, etc.)		16		14				
3. Prepare final estimate of project construction cost		10	10					
4. Provide bidding assistance, answer contractor's questions, issue addenda	10	10	12	8				
5. Compile bid results, check Contractor's license information, recommend award	5	5		8				
6. Prepare and attend project meetings (assume 3 project meetings)	6	6			\$600	\$60		
	Hours	85	298	368	44			
	Cost	\$17,170	\$56,620	\$67,344	\$4,972	\$59,035	\$5,904	
<b>SCHEDULE B - DESIGN SERVICES DURING CONSTRUCTION</b>								
1. Attend pre-construction conference to respond to plans, specs, estimate questions		6	6		800	\$80		
2. District requested site visits during progress of work and const. staking			8		8,000	\$800		
3. Respond to RFI and prepare modifications and revisions as necessary		8	24		2,800	\$280		
4. Assist District staff in reviewing submittals from contractor, Factory Test		10	40	40	30	20,205	\$2,021	
5. Assist District staff in preparing change orders as necessary			12	24				
6. Attend weekly construction meetings (assume 30 week construction period)			80					
7. Participate in final walk through of construction project and prepare punch list		12	12		2	6,500	\$650	
8. Prepare record drawings from markups by contractor and resident engineer				24		1,000	\$100	
	Hours	36	182	88	32			
	Cost	\$7,272	\$34,580	\$16,104	\$3,616	\$39,305	\$3,931	
<b>GRAND TOTAL =</b>							<b>\$315,852</b>	

5.b.

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

**DATE:** March 15, 2021

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

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

**SUBJECT:** Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Professional Services Agreement with Nute Engineering for Engineering Related Services for the North Francisco Pump Station and West Railroad Pump Station Predesign Study

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**RECOMMENDATION:**

Adopt resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for engineering related services for the North Francisco Pump Station and West Railroad Pump Station Predesign Study.

**BACKGROUND/SUMMARY:**

The North Francisco Pump Station is located at the northerly end of Francisco Boulevard East, between Hwy 101 Northbound Central San Rafael offramp and Grand Avenue, adjacent to the San Rafael Canal. The 50-year-old pump station is one of the District's major pump stations, since it collects wastewater from the West End, Sun Valley, Fairhills, the Lincoln/San Rafael Hill, Gerstle Park, Downtown, and Dominican neighborhoods. It has five pumps, two dry-weather 25 hp pumps and three wet-season 250 hp pumps, with a standby generator outside and an above-ground diesel storage tank.

The West Railroad Pump Station is located on Castro Avenue, between Bellam Boulevard and Francisco Boulevard East. The pump station was rebuilt about 35 years ago and is also one of the District's major pump stations. It collects wastewater from the Canal neighborhood, as well as all the neighborhoods off of Point San Pedro Road, i.e. Peacock Gap, Glenwood, Bayside Acres, Loch Lomond, and Country Club. This pump station has four pumps, two dry-weather 50 hp pumps and two wet-weather 100 hp pumps with a standby diesel generator inside.

**ANALYSIS:**

Since the majority of the pump stations on the District's Capital Improvement Program have been completed, staff proposes to begin to evaluate other District pump stations. Staff has been concerned that the variable frequency drives at the North Francisco Pump Station and the West Railroad Pump Station are about 20 years old and have reached the end of their functional life and manufacturer's warranty and maintenance support. Thus, staff has requested Nute Engineering to submit a proposal to evaluate not only the pump motors, but the entire pump station for both sites, including the electrical, control, mechanical, and structural elements.

Nute Engineering has requested assistance from Beecher Engineering to evaluate the electrical elements and Whitchurch Engineering to assess the structural condition of both pump stations. Nute Engineering will perform the predesign study and will develop a report that will assist the District to determine its next steps for future rehabilitation projects.

**FISCAL IMPACT:**

Nute Engineering proposes to perform the engineering design services on a time-and-materials basis for an amount not to exceed \$81,670, and this project will be funded under the Pump Station and Force Main Capital Improvements Program.

**ACTION REQUIRED:**

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Professional Services Agreement with Nute Engineering for engineering related services for the North Francisco Pump Station and West Railroad Pump Station Predesign Study.

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

**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 21-1222**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN RAFAEL SANITATION DISTRICT  
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER  
TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH  
NUTE ENGINEERING FOR ENGINEERING RELATED SERVICES  
FOR THE NORTH FRANCISCO PUMP STATION AND  
WEST RAILROAD PUMP STATION PREDESIGN STUDY  
FOR AN AMOUNT NOT TO EXCEED \$81,670.00**

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

The District Manager/District Engineer is hereby authorized to execute, on behalf of the San Rafael Sanitation District, a Professional Services Agreement with Nute Engineering for engineering related services for the North Francisco Pump Station and West Railroad Pump Station Predesign Study, a copy of which is hereby attached and by this reference made a part hereof.

**PASSED AND ADOPTED** at a special meeting of the San Rafael Sanitation District Board of Directors held on the 15th day of March 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  
NORTH FRANCISCO PUMP STATION AND  
WEST RAILROAD PUMP STATION PREDESIGN STUDY**

This Agreement is made and entered into this 15th day of March 2021 by and between the SAN RAFAEL SANITATION DISTRICT (hereinafter "DISTRICT"), and *NUTE ENGINEERING* (hereinafter "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT has selected *CONSULTANT* to perform the required engineering related services for the "North Francisco Pump Station and West Railroad Pump Station Predesign Study" (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. *MARK WILSON* is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the CONSULTANT shall notify the DISTRICT within ten (10) business days of the substitution.

3. DUTIES OF CONSULTANT

CONSULTANT shall perform the duties and/or provide services as follows; the CONSULTANT agrees to provide professional services as an Engineering Consultant to prepare work outlined in the Proposal from CONSULTANT dated March 1, 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 \$81,670.00.

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, O&M Manager (Project Manager)  
San Rafael Sanitation District  
111 Morphew Street  
San Rafael, CA 94901

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

17. INDEPENDENT CONSULTANT

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

18. ENTIRE AGREEMENT -- AMENDMENTS

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

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

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

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

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

19. SET-OFF AGAINST DEBTS

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

20. WAIVERS

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

21. CITY BUSINESS LICENSE/OTHER TAXES

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

22. APPLICABLE LAW

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

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

SAN RAFAEL SANITATION DISTRICT

CONSULTANT

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

NUTE ENGINEERING

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mark Wilson, P.E.

\_\_\_\_\_  
Kerry Laiw Gerchow  
Deputy County Counsel

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



EXHIBIT A

March 1, 2021

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

**Re: San Rafael Sanitation District - North Francisco Pump Station and West Railroad Pump Station Electrical and Miscellaneous Improvements Predesign Study Proposal for Pre-Design Engineering Services**

Dear Doris:

As you requested, we are pleased to submit this letter outlining the engineering services proposed to be furnished by a design team assembled for this important District infrastructure. Nute Engineering will be the lead consultant, but once again we will be teaming with Todd Beecher of Beecher Engineering. Todd has been integral in the improvement design for several of the District's pump stations. Todd is well versed in the latest electrical code/safety requirements for pumping facilities. In addition Todd worked closely with District Pump Station Maintenance staff in developing operational schemes which have met the staff's needs.

Nute Engineering will also be teaming with Whitchurch Engineering in assessing the current condition of the two pump station structural elements. Nute Engineering has worked with Whitchurch Engineering on several projects for local sanitary agency clients.

Finally, Nute Engineering will take the lead on assessment of mechanical elements of the pump stations. Nute Engineering is experienced with sewage pump station design and brings many years of experience to its agency clients.

## **BACKGROUND**

The North Francisco Pump Station is situated between US 101 and the San Rafael Canal at the northerly end of Francisco Blvd. East. This pump station is classified as a District Major pump station and was constructed in 1971, and is configured as a wetwell/drywell pump station. The pump station contains five variable speed electric motor driven pumps, two dry weather 25 hp pumps and three wet season 250 hp pumps. The nominal rated capacity of the pump station is about 24 million gallons per day with the three large pumps operating. A 750 KW outdoor standby generator was added after the initial construction in 1994, with an above ground diesel storage tank. Additional apparent modifications include replacing one of the 25 hp dry weather pumps with a dry mounted Flygt submersible pump.

The West Railroad Pump Station is located on Castro Avenue, just south east of Bellam Blvd. It is also classified as one of the District's Major pump stations. This pump station was rebuilt in the late 1980's and is also configured as a wetwell/drywell pump station. The pump station has 4 variable speed motor pumps, two dry weather 50 hp pumps and two wet weather 100 hp pumps. With both large pumps running the nominal rated capacity is about 5 million gallons per day. A 350 KW standby diesel generator is installed inside during the late 1980 upgrade.

## **PRE-DESIGN STUDY DESCRIPTION**

District maintenance staff have been concerned that the variable frequency drives for each pump stations pump motors are several decades old and have reached their functional life due to age and lack of manufacture warranty and maintenance support. In the spring of 2020, Todd Beecher and Nute Engineering was given a walk through inspection of both pump stations, by the District Operations Staff. At this time, based on discussions with District Operations Staff, a number of age related pump station issues were identified and are included in the proposed Pre-Design Scope of Services below. The completion of this Pre-Design Study will essentially set the final design approach and start the final design effort at an approximate 50% level for the new Variable Frequency Drive installation and electrical controls.

## **BASIC SERVICES TO BE PERFORMED BY THE ENGINEER**

The following is the scope of services we propose to provide on the above referenced joint project for the North Francisco Pump Station and West Railroad Pump Station Electrical and Miscellaneous Improvements Predesign Study.

### **Task A Services – North Francisco Pump Station Pre-Design Investigation Electrical and Mechanical/Civil Elements**

1. Conduct pump station site visit for detailed inspection of pump station electrical and control elements with Beecher Engineering, including electrical switch gear and transfer gear, variable frequency drives, standby generation and wet well level controls.
2. Review current control and telephone based telemetry system and system alarm points.
3. Conduct pump station site visit for detailed inspection of pump station mechanical/civil/structural elements with Whitchurch Engineering, including a review of the pump stations structural design plans. Provide ultrasonic thickness testing of the pump discharge manifold, to detect loss of pipe wall thickness due to scour from pumped grit and gravels.
4. Nute Engineering will conduct wet well concrete/coating visual surface inspection. This will require District assistance for brief pump shut down and confined space entry assistance.

## **Task B Services – West Railroad Pump Station -Pre-Design Investigation Electrical and Mechanical/Civil Elements**

1. Conduct pump station site visit for detailed inspection of pump station electrical and control elements with Beecher Engineering, including electrical switch gear and transfer gear, variable frequency drives, standby generation and wet well level controls.
2. Review current control and telephone based telemetry system and system alarm points.
3. Conduct pump station site visit for detailed inspection of pump station mechanical/civil/structural elements with Whitchurch Engineering, including a review of the pump stations structural design plans. Provide ultrasonic thickness testing of the pump discharge manifold, to detect loss of pipe wall thickness due to scour from pumped grit and gravels.
4. Conduct wet well concrete/coating visual surface inspection. This will require District assistance for brief pump shut down and confined space entry assistance

## **Task C Services – Preparation of Pre-Design Report**

1. Beecher Engineering will coordinate with Toshiba to determine modern VFD equipment options and availability for “clean power” VFDs for drives that are rated 100hp and larger.
2. Beecher Engineering will develop both demolition and modification single line diagrams for each station.
3. Due to fixed space concerns Beecher Engineering will estimate new electrical equipment footprint space requirements for North Francisco and West Railroad Pump Station.
4. Evaluate standby power systems at each station and recommend to either retain or replace existing standby power system equipment.
5. Development of a pre-design level construction sequence narrative that will be required to implement the electrical improvements at each station.
6. Development of station plan drawings which indicate conceptual level existing configuration demolition, interim/temporary system configuration and final equipment configuration for each station.
7. Development of preliminary construction cost estimate for the improvements recommended at each station. (Work Smart will be asked to provide expected programming costs estimate for the recommended project)
8. Compile pre-design report elements into Pre-Design Report for District Review.

Nute Engineering and Beecher Engineering will develop pre-design level cost estimates for the improvements recommended for each pump station

### **DISTRICT DELIVERABLES**

It is likely that Nute Engineering has incomplete plan sets for the existing pump stations. The level of the investigation will improve if the District can provide background information on the pump stations upon request.

In addition, the Nute/Beecher team will need additional access to the pump stations primarily during Tasks A and B. Including assistance for brief, temporary pump shut downs and confined space entry for wet well inspections.

### **SCHEDULE**

The development of the pre-design report will be in order of the tasks described above is presented in reference to the approved notice to proceed from the District. Once the NTP is issued, the Nute/Beecher team will initiate the pre-design report investigations:

- Pre-Design Investigation for the two stations – Three Weeks after NTP
- Initial District Review discussion for pre-design identified scope of improvement work – Four weeks after NTP
- Pre-Design Draft Report – Eight Weeks after meeting to discuss pre-design identified scope. Meet with District Staff to verify report scope.
- Final Pre-Design report – Four Weeks after verification meeting for report scope.

### **SERVICES NOT INCLUDED IN THIS PROPOSAL**

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

1. Geotechnical engineering and soil contamination investigation services
2. Hazardous material investigations, assessment or removal
3. Potholing of underground utilities
4. Environmental review or preparation of an environmental impact report of the project
5. Payment of permit application fees
6. Legal services in connection with the project
7. Printing of plans and specifications for bidding purposes and for the Contractor's use
8. Clerical time to send bid documents out to bidders
9. On-site inspection services

## ENGINEERING FEE

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

Schedule A – NFPS Pre-Design Investigations	\$13,387
Schedule B – WRPS Pre-Design Investigations	\$13,387
Schedule C – Preparation of Pre-Design Report	<u>\$57,096</u>
Total Schedule A, B and C Engineering Costs	\$81,670

Very truly yours,

NUTE ENGINEERING

By:



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





## ATTACHMENT A

### 2021 HOURLY RATE SCHEDULE

<b>OFFICE PERSONNEL</b>	<b>HOURLY RATE</b>
Principal Engineer	\$247.00
Senior Engineer	202.00
Engineer III	190.00
Engineer II	183.00
Engineer I	158.00
Field Representative*	173.00
Assistant Engineer II	123.00
Assistant Engineer I	114.00
Senior Designer	180.00
CAD Drafter II	151.00
CAD Drafter I	132.00
Technical Administrative Support	113.00
Clerical	97.00
<b>LITIGATION SERVICES</b>	
Court Appearance/Deposition	356.00

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

### REIMBURSABLE EXPENSES

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

**EFFECTIVE DATE:** January 1, 2020

ATTACHMENT B  
SAN RAFAEL SANITATION DISTRICT  
NORTH FRANCISCO PUMP STATION AND WEST RAILROAD PUMP STATION  
ELECTRICAL AND MISCELLANEOUS IMPROVEMENTS PRE-DESIGN STUDY  
PROPOSAL FOR PRE-DESIGN ENGINEERING SERVICES - LEVEL OF EFFORT

NUTE ENGINEERING  
907 Mission Ave  
San Rafael, CA 94901

Rate \$/Hr	Senior Engineer	Engineer II	Senior Designer	Tech Admin Support	Direct Costs				Direct Cost Markup	TOTALS
	\$202	\$183	\$180	\$113	Beecher Engineering	Work Smart	Whitchurch Engineering	Ultrasonic Thickness Testing of Pump Manifold		
<b>TASK A - NORTH FRANCISCO PUMP STATION - PRE-DESIGN INVESTIGATIONS - ELECTRICAL, MECHANICAL AND CIVIL ELEMENTS</b>										
1. Conduct site visit for detailed PS inspection of electrical and control elements	3				2,400				240	
2. Review current control and telephone based telemetry system and system alarm points	2				\$2,500				250	
3. Conduct site visit for PS inspection of mechanical, civil and structural elements and document	3						\$2,250	\$2,000	425	
4. Conduct wet well concrete/coating visual surface inspection	3									
Hours	11									
Cost	\$2,222				\$4,900		\$2,250	\$2,000	\$915	\$12,287
<b>TASK B - WEST RAILROAD PUMP STATION - PRE-DESIGN INVESTIGATIONS - ELECTRICAL, MECHANICAL AND CIVIL ELEMENTS</b>										
1. Conduct site visit for detailed PS inspection of electrical and control elements	3				2,400				240	
2. Review current control and telephone based telemetry system and system alarm points	2				\$2,500				250	
3. Conduct site visit for PS inspection of mechanical, civil and structural elements and document	3						\$2,250	\$2,000	425	
4. Conduct wet well concrete/coating visual surface inspection	3									
Hours	11									
Cost	\$2,222				\$4,900		\$2,250	\$2,000	\$915	\$12,287
<b>TASK C - PREPARATION OF PRE-DESIGN REPORT</b>										
1. Coordinate with Toshiba to determine modern VFD equipment options and availability for "clean power" VFDs for drives that are rated 100hp and larger (BEI)					\$2,400				\$240	
2. Develop both demolition and modification single line diagrams for each station (BEI)					\$3,000				\$300	
3. Estimate new elec. equip. footprint space requirements for N Francisco and W Railroad PSs (BEI)					\$3,000				\$300	
4. Evaluate standby power sys. at each PS, recommend retain or replace (E) standby power sys. equip.					\$3,000				\$300	
5. Develop pre-design level construction sequence narrative required to implement elec. imp. at each PS					\$3,000				\$300	
6. Develop PS drawings to indicate conceptual level (E) configuration demolition, interim/temporary system configuration and final equipment configuration for each PS			50		\$6,000				\$600	
7. Develop preliminary construction cost estimate for improvements recommended at each PS	8			8	\$2,400	\$1,550	\$2,000		\$595	
8. Compile pre-design report elements into Pre-Design Report for District Review	16			12	\$2,400	\$620	\$2,000		\$502	
9. Finalize pre-design level cost estimates for improvements recommended for each PS (NE & BEI)	16			16	\$1,000	\$310			\$131	
Hours	40		50	36						
Cost	\$8,080		\$9,000	\$4,068	\$26,200	\$2,480	\$4,000		\$3,268	\$57,096
<b>TOTAL Schedules A, B and C</b>										<b>\$81,670</b>

## WEI Engineering Management Team



**Leonard Whitchurch, MS, PE**  
*Vice President, Principal Engineer*

Mr. Leonard Whitchurch, MS, PE, is the Principal Engineer and Vice President of Whitchurch Engineering, Inc (WEI) with over 27-years' experience. He earned a BS and MS in Civil Engineering, with structural emphasis, from UC Davis. His areas of expertise include management of large corporate projects, quality assurance / quality control, budget compliance, team management, commercial structural analysis & design, seismic engineering, and subconsultant/contractor selection.

**Education**

B.S., Civil Engineering  
University of California -  
Davis

M.S., Civil Engineering  
Emphasis in Structures  
University of California –  
Davis

**Registrations**

Civil Engineer  
CA-52920  
OR-66931



**Darren Tully, PE**  
*Engineering Manager, Project Manager*

Mr. Darren Tully, PE is our Engineering Manager with more than 15-years' experience. He earned his BS in Environmental Resource Engineering at Humboldt State University. His areas of expertise include project management, ADA code compliance, scheduling, budget compliance, quality assurance / quality control, civil engineering design, and communication with local, state, and other developmental agencies.

**Education**

B.S., Environmental  
Resource Engineering  
Humboldt State University

**Registrations**

Civil Engineer  
CA-73755



**Jeff Laikam, PE**  
*Engineering Supervisor*

Mr. Jeff Laikam, PE is our Engineering Supervisor with more than 18 years' experience. He earned his BS in Environmental Resource Engineering at Humboldt State University. His areas of expertise include project & staff supervision, work planning and scheduling, cost estimating, permitting compliance, civil engineering design, and budget control.

**Education**

B.S., Environmental  
Resource Engineering  
Humboldt State University

**Registrations**

Civil Engineer  
CA-68586



Brett worked 4-years of summer internship and one year after graduation in the high risk and strictly regulated Humboldt Bay Power Plant (HBPP) environment on the nuclear decommissioning project performing inspections, design calculations, and technical evaluations. Brett has since spent 4 years performing structural design for various projects throughout Southern Oregon and Northern California with an emphasis on our industrial and commercial projects.

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## EXPERIENCE

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*Associate Engineer | Whitchurch Engineering, Inc. | Fortuna, CA*

- **Humboldt Bay Power Plant, Eureka, CA**  
As-built measurements, surveying, special inspections, and technical support in radiologically controlled and contaminated areas, OSHA Engineering Survey for structure demolition, and Field Support for the Liquid Rad Waste demolition, and underground evaluations for existing commodities.
- **Camino Alto Pumping Station, Marin County, CA:** This pump station retrofit converted an existing pump station to a submersible-type to allow for a generator to be placed on top of the slab as well as multiple hatches to access the pumps. In addition, the slab needed a HS-20 load rating. Brett provided RISA 3D Finite-Element Modeling of the entire structure including the concrete roof slab for HS-20 loading, seismic load calculations, and concrete walls for combined loading.
- **Commercial Structural, Eureka, CA:** Structural calculations and design for proposed four story Concrete Masonry Unit (CMU) and Steel structure. Used RISA Modeling to analyze out-of-plane loading on CMU wall and calculate probable deflection and bending forces of Steel Special Moment Resisting Frame
- **Fire Damaged Foundation, The Club, Mckinleyville, CA:** Research industry papers on fire damage of concrete, performed site inspections and evaluated condition of fire damage concrete. Generated technical report on findings and conclusions of inspections and research.

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## LICENSING

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- California, PE | RCE # 90914

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## CERTIFICATES/TRAINING

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- RISA-3D Advanced Structural Modeling
- RISA-3D Dynamic Analysis Modeling

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## EDUCATION

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- B.S. Civil Engineering with emphasis in Structural, University of California, Davis, 2015
- M.S. Civil Engineering with emphasis in Structural, University of California, Davis, 2016

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## EXPERTISE

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- Structural Engineering
- Structural Modeling
- Special Inspections
- Technical Writing
- Engineering Evaluations



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

**DATE:** March 15, 2021  
**TO:** San Rafael Sanitation District Board of Directors  
**PREPARED BY:** Doris Toy, District Manager/District Engineer  
**SUBJECT:** Review Budget Status Report for the Period 7-1-20 through 12-31-20

**SUMMARY**

The District adopted a two-year budget on June 12, 2019, for FY 2019-20 and FY 2020-21. Since the current budget was developed two years ago, some budget line items require updating due to unanticipated events or projects. In June 2011, the Board gave authorization to the District Manager to move funds at her discretion as long as they are between line items within each funding category and provided that she informs the Board of those changes.

In reference to the Budget Status Report for the period 7-1-20 through 12-31-20, the following is a list of budget line items showing the funds being moved within each category and the reasons for those changes:

**SUPPLIES AND SERVICES**

Account No.	Description of Item	Original Budget	Proposed Increase/Decrease	Amended Budget
2059	General Insurance	128,800	+14,100	142,900
	• Insurance rate increased.			
2536	Water Utility Costs	15,500	+9,500	25,000
	• Increased hydro jet use for pipe maintenance.			
4300	FOG Program (Fats, Oil, Grease)	15,500	+19,500	35,000
	• Increased CMSA inspection.			
2360	O&M Collection Systems	206,000	-43,100	162,900
	• Many repairs are being performed under CIP projects.			
<b>Total Balance Supplies and Services</b>			<b>0</b>	

**CAPITAL IMPROVEMENTS: 80-YR LIFE-CYCLE REPLACEMENT**

Account No.	Description of Item	Original Budget	Proposed Increase/Decrease	Amended Budget
4334	2019 Sewer Televising	0	+300,000	300,000
	<ul style="list-style-type: none"> <li>Funds were allocated in FY 2019-20. Project began at the end of the FY, which continued into current FY 2020-21.</li> </ul>			
4336	Francisco Blvd East at Medway	0	+700,000	700,000
	<ul style="list-style-type: none"> <li>Funds were allocated in FY 2019-20. Project delayed due to coordination with DPW's project.</li> </ul>			
4337	Sewer Replacement for Richmond-SR Bridge (Francisco Blvd East at Grange Sewer and Storm Drain)	0	+450,000	450,000
	<ul style="list-style-type: none"> <li>Project added due to State's bike/pedestrian project.</li> </ul>			
4340	Third St	0	+200,000	200,000
	<ul style="list-style-type: none"> <li>Funds were allocated in FY 2019-20. Project delayed due to coordination with DPW's project.</li> </ul>			
4338	Rehab of Beach Sewers-Bayside Acre	1,850,000	-825,000	1,025,000
	<ul style="list-style-type: none"> <li>Project extended, due to COVID and complexity.</li> </ul>			
4342	2020-21 Sewer Improvement	2,030,000	-825,000	1,205,000
	<ul style="list-style-type: none"> <li>Project revised to 3 phases, i.e. Phase 1-repairs required immediate attention to be replaced in FY20-21; Ph2 &amp;3 in FY 21-22.</li> </ul>			
<b>Total Balance Capital Improvements: 80-Year</b>			<b>0</b>	

**CAPITAL IMPROVEMENTS: PUMP STATION & FORCE MAIN**

Account No.	Description of Item	Original Budget	Proposed Increase/Decrease	Amended Budget
4148	South Francisco Pump Station	0	+1,490,000	1,490,000
	<ul style="list-style-type: none"> <li>Funds were allocated in FY 2019-20. Construction began in March 2020, which continued into current FY 2020-21.</li> </ul>			
4149	Fiberglass Pump Station	773,000	-723,000	50,000
	<ul style="list-style-type: none"> <li>Project combined w/Third St PS</li> <li>Begin design in March 2020.</li> </ul>			
4154	Third St Pump Station	800,000	-650,000	150,000
	<ul style="list-style-type: none"> <li>Project combined w/Fiberglass PS</li> <li>Begin design in March 2020.</li> </ul>			
4200	Miscellaneous Projects	1,000,000	-117,000	883,000
	<ul style="list-style-type: none"> <li>For unanticipated or small projects.</li> </ul>			
<b>Total Balance Capital Improvements: PS /FM</b>			<b>0</b>	

**FISCAL IMPACT**

There will be no fiscal impact.

**ACTION REQUIRED**

Board accepts Budget Status Report for the Period 7-1-20 through 12-31-20.

Attachment: Budget Status Report for the Period 7-1-20 through 12-31-20

# Budget Status

# San Rafael Sanitation District

July 1, 2020 through December 31, 2020

OPERATING FUND				
ACCOUNT NUMBER - DESCRIPTION OF ITEM	ANNUAL BUDGET 20-21	ACTUAL	BUDGET REMAINING	Actual as % of Budget
<b>FUND BALANCE AT JUNE 30, 2020</b>	<b>13,373,102</b>	<b>15,533,569</b>	<b>2,160,467</b>	
<b>REVENUE</b>				
400000 · Sewer assessments and charges	17,063,942	9,387,818	(7,676,124)	55%
410010 · Connection fees	144,188	11,888	(132,300)	8%
451000 · Property taxes	1,773,248	1,042,818	(730,430)	59%
4410125 · Interest income	455,365	203,877	(251,488)	45%
<b>Total Revenue</b>	<b>19,436,743</b>	<b>10,646,401</b>	<b>(8,790,342)</b>	<b>55%</b>
<b>TOTAL RESOURCES AVAILABLE</b>	<b>32,809,845</b>	<b>26,179,970</b>	<b>(6,629,875)</b>	
<b>EXPENDITURES</b>				
<b>Supplies and Services</b>				
2361 · Contract with San Rafael	3,198,200	1,557,873	1,640,327	49%
2388 · Training and education	4,200	2,139	2,061	51%
2477 · Conferences	6,200	-	6,200	0%
2131 · Memberships and subscriptions	15,100	3,415	11,685	23%
2534 · Telephone service	21,400	10,781	10,619	50%
2282 · Director's fees	5,200	1,300	3,900	25%
2713 · Legal services	32,000	11,322	20,678	35%
2325 · Consulting services	61,800	21,659	40,141	35%
2717 · Accounting fees	68,900	31,500	37,400	46%
2716 · Tax collection fees	41,200	24,724	16,476	60%
2059 · General insurance	128,800	77,300	51,500	60%
2051 · Claims and deductibles	37,100	1,000	36,100	3%
2321 · Public outreach	21,700	6,932	14,768	32%
2221 · Legal notice publications	1,600	-	1,600	0%
2122 · Rebates, refunds of conn fees	10,300	-	10,300	0%
2133 · Office & shop supplies	10,300	565	9,735	5%
2389 · Miscellaneous expenses	1,100	-	1,100	0%
2359 · Maint - pump sta's and force mains	226,600	56,804	169,796	25%
2360 · O&M - collection systems	206,000	53,151	152,849	26%
2535 · Electric utility costs	206,000	83,830	122,170	41%
2536 · Water utility costs	15,500	11,074	4,426	71%
2363 · Standby services	41,200	8,766	32,434	21%
2083 · Parts and repairs vehicles	61,800	32,917	28,883	53%
2106 · Odor control chemicals	92,700	52,247	40,453	56%
2021 · Uniforms	10,300	4,407	5,893	43%
2365 · Safety equipment and supplies	6,200	1,718	4,482	28%
4045 · Manhole raising	56,700	-	56,700	0%
4300 · FOG Program	15,500	15,420	80	99%
4188 · Facilities mapping services	61,800	3,038	58,762	5%
<b>Total Supplies and Services</b>	<b>4,665,400</b>	<b>2,073,882</b>	<b>2,591,518</b>	<b>44%</b>



**Budget Status**

**San Rafael Sanitation District**

July 1, 2020 through December 31, 2020

<b>OPERATING FUND (Continued)</b>				
<b>ACCOUNT NUMBER - DESCRIPTION OF ITEM</b>	<b>ANNUAL BUDGET 20-21</b>	<b>ACTUAL</b>	<b>BUDGET REMAINING</b>	<b>Actual as % of Budget</b>
<b>746040 - Central Marin Sanitation Agency</b>				
4112 - Sewage treatment	5,436,000	2,698,613	2,737,387	50%
4113 - Sewage treatment - debt service	2,060,000	1,520,124	539,876	74%
<b>Total 746040 - Central Marin Sanitation Agency</b>	<b>7,496,000</b>	<b>4,218,737</b>	<b>3,277,263</b>	<b>56%</b>
<b>Transfers to Capital Funds</b>				
Equipment acquisition fund	310,000	310,000	-	100%
80-year life-cycle sewer replacement fund	5,710,000	5,710,000	-	100%
Pump station & force main capital improvements	2,000,000	2,000,000	-	100%
<b>Total Transfers to Capital Funds</b>	<b>8,020,000</b>	<b>8,020,000</b>	<b>-</b>	<b>100%</b>
<b>Budget Status Summary</b>				
Total Supplies & Services	4,665,400	2,073,882	2,591,518	44%
Total Central Marin Sanitation District	7,496,000	4,218,737	3,277,263	56%
Total Transfers to capital funds	8,020,000	8,020,000	-	100%
<b>Total Budgeted Expenditures</b>	<b>20,181,400</b>	<b>14,312,619</b>	<b>5,868,781</b>	<b>71%</b>
<b>FUND BALANCE - ENDING</b>	<b>12,628,445</b>	<b>11,867,351</b>		

<b>EQUIPMENT ACQUISITION FUND</b>				
<b>ACCOUNT NUMBER - DESCRIPTION OF ITEM</b>	<b>ANNUAL BUDGET 20-21</b>	<b>ACTUAL</b>	<b>BUDGET REMAINING</b>	<b>Actual as % of Budget</b>
<b>FUND BALANCE AT JUNE 30, 2020</b>	<b>1,278,088</b>	<b>1,546,195</b>	<b>268,107</b>	
<b>REVENUE</b>				
Transfers from Operating Fund	310,000	310,000	-	100%
<b>TOTAL RESOURCES AVAILABLE</b>	<b>1,588,088</b>	<b>1,856,195</b>	<b>268,107</b>	<b>117%</b>
<b>EXPENDITURES</b>				
<b>Equipment Acquisitions</b>				
4830 - Vehicle and equipment acquisition	237,000	-	237,000	0%
<b>Total Equipment Acquisitions</b>	<b>237,000</b>	<b>-</b>	<b>237,000</b>	<b>0%</b>
<b>FUND BALANCE - ENDING</b>	<b>1,351,088</b>	<b>1,856,195</b>		

**Budget Status**

July 1, 2020 through December 31, 2020

**San Rafael Sanitation District**

<b>80-YEAR LIFE-CYCLE SEWER REPLACEMENT FUND</b>				
<b>ACCOUNT NUMBER - DESCRIPTION OF ITEM</b>	<b>ANNUAL BUDGET 20-21</b>	<b>ACTUAL</b>	<b>BUDGET REMAINING</b>	<b>Actual as % of Budget</b>
<b>FUND BALANCE AT JUNE 30, 2020</b>	<b>11,276,154</b>	<b>16,358,731</b>	<b>5,082,577</b>	
<b>REVENUE</b>				
<i>Transfers from Operating Fund</i>	5,710,000	5,710,000	-	100%
<b>TOTAL RESOURCES AVAILABLE</b>	<b>16,986,154</b>	<b>22,068,731</b>	<b>5,082,577</b>	<b>130%</b>
<b>EXPENDITURES</b>				
<b>Capital Improvements - Expend</b>				
4321 · Miscellaneous Projects	200,000	-	200,000	0%
4302 · Rehab of Gravity Sewer	200,000	38,713	161,287	19%
4327 · #70-96 Bret Hart Easement	600,000	-	600,000	0%
4334 · 2019 Sewer Televising	-	138,777	(138,777)	*
4335 · 2020 Sewer Televising	460,000	-	460,000	0%
4336 · Francisco Blvd East at Medway & Vivian	-	653,181	(653,181)	*
4337 · Sewer Replacement for Richmond-SR Bridge	-	39,314	(39,314)	*
4338 · Rehabilitation of Beach Sewers-Bayside Acres	1,850,000	68,267	1,781,733	4%
4339 · Woodland Pl/Ave & Octavia	200,000	92,971	107,029	46%
4340 · Third St (Hayes to Ritter)	-	69,575	(69,575)	*
4342 · 2020-21 Sewer Improvement	2,030,000	52,295	1,977,705	3%
4343 · Fifth Ave, Ray Ct to Sirard Ln	425,000	-	425,000	0%
<b>Total 746010 · Capital Improvements - Expend</b>	<b>5,965,000</b>	<b>1,153,093</b>	<b>4,811,907</b>	<b>19%</b>
<b>FUND BALANCE - ENDING</b>	<b>11,021,154</b>	<b>20,915,638</b>		

<b>PUMP STATION &amp; FORCE MAIN CAPITAL IMPROVEMENT FUND</b>				
<b>ACCOUNT NUMBER - DESCRIPTION OF ITEM</b>	<b>ANNUAL BUDGET 20-21</b>	<b>ACTUAL</b>	<b>BUDGET REMAINING</b>	<b>Actual as % of Budget</b>
<b>FUND BALANCE AT JUNE 30, 2020</b>	<b>5,369,363</b>	<b>6,300,067</b>	<b>930,704</b>	
<b>REVENUE</b>				
<i>Transfers from Operating Fund</i>	2,000,000	2,000,000	-	100%
<b>TOTAL RESOURCES AVAILABLE</b>	<b>7,369,363</b>	<b>8,300,067</b>	<b>930,704</b>	<b>113%</b>
<b>EXPENDITURES</b>				
<b>Capital Improvements - Expend</b>				
4151 · Force Main Condition Assessment	200,000	43,068	156,932	22%
4200 · Miscellaneous projects	1,000,000	-	1,000,000	0%
4148 · South Francisco Pump Station	-	1,451,255	(1,451,255)	*
4149 · Fiberglass Pump Station Upgrade	773,000	-	773,000	0%
4154 · Third Street Pump Station	800,000	-	800,000	0%
4141 · SCADA System Upgrade	-	-	0	*
<b>Total 746010 · Capital Improvements - Expend</b>	<b>2,773,000</b>	<b>1,494,323</b>	<b>1,278,677</b>	<b>54%</b>
<b>FUND BALANCE - ENDING</b>	<b>4,596,363</b>	<b>6,805,744</b>		



## ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
San Rafael Sanitation District

Management is responsible for the accompanying special purpose statement of San Rafael Sanitation District (a California Special District) which comprise the budgetary status report for the period ended December 31, 2020, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

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

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

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

*Maher Accountancy*  
San Rafael, California  
February 23, 2021





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

**DATE:** March 15, 2021  
**TO:** Board of Directors, San Rafael Sanitation District  
**FROM:** Doris Toy, District Manager/District Engineer  
**SUBJECT: Adoption of Investment Policy**

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**RECOMMENDATION:**

Approve and adopt the *Statement of Investment Policy, FY 2020-2021* of the County of Marin as the investments policy for the San Rafael Sanitation District.

**BACKGROUND/SUMMARY:**

The California Government Code Section 53600 requires all California special districts to adopt an investment policy annually. The District utilizes the services of the Marin County to collect its revenues, disburse expenses, and to invest its cash not required for immediate use. The County of Marin invests all of its cash and cash held in custody for other Marin County special districts in accordance with its Statement of Investment Policy adopted annually by the Marin County Board of Supervisors. The Marin County investment policy meets the requirements of the California Government Code as well as County-specific requirements such as the Nuclear Freeze Ordinance Measure A approved by Marin voters in 1986. The Marin County investment policy is audited annually for conformance with its stated policy and California law.

The District maintains all of its cash with the County of Marin's pooled cash and investments. Given that the District does not independently manage investments, the District's investments, therefore, conform with those of the County of Marin to the extent of its pro-rata share of the aggregate investment pool. Accordingly, the investments policy of the County of Marin effectively serves as the investments policy of the District.

**FINANCIAL IMPACT:**

None.

Attachments: District Resolution  
County of Marin Statement of Investment Policy, FY 2020-2021

**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 21-1224**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN RAFAEL SANITATION DISTRICT  
TO APPROVE THE INVESTMENT POLICY  
OF THE COUNTY OF MARIN AS THE INVESTMENT POLICY  
FOR THE SAN RAFAEL SANITATION DISTRICT**

**WHEREAS**, all California Special Districts are required by the California Government Code to adopt an investment policy annually; and

**WHEREAS**, the District does not independently manage investments but rather utilizes the services of the County of Marin for most of its cash management needs; and

**WHEREAS**, the County of Marin invests the District's cash as well as all other cash in its custody in accordance with its *Statement of Investment Policy* adopted annually by the Marin County Board of Supervisors and audited annually by the County's external auditors; and

**WHEREAS**, the District's investments are its pro-rata share of the aggregate Marin County pool.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** to approve and adopt the *Statement of Investment Policy, FY 2020-21* of the County of Marin as the investment policy for the San Rafael Sanitation District.

**PASSED AND ADOPTED** by the Board of Directors of the San Rafael Sanitation District at a special meeting held on March 15, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

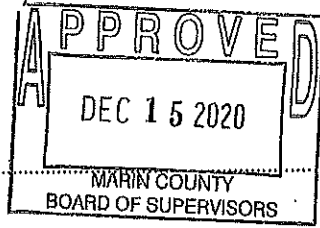
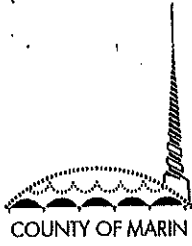
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**Kate Colin, Chair**

**ATTEST:**

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**Maribeth Bushey, Secretary**



DEPARTMENT OF FINANCE  
Excellent and responsive fiscal leadership.

Roy Given, CPA  
DIRECTOR

Mina Martinovich, CPA  
ASSISTANT DIRECTOR

Board of Supervisors  
County of Marin  
Civic Center  
San Rafael, CA 94903

December 15, 2020

**Subject: 2020/2021 Annual Statement of Investment Policy**

Marin County Civic Center  
3501 Civic Center Drive  
Suite 225  
San Rafael, CA 94903  
415 473 6154 T  
415 473 3680 F  
CRS Dial 711  
www.marincounty.org/dof

Dear Board Members:

**Recommendation:** Pursuant to Government Code Section 53646, the following are submitted for review and approval:

- 2020/2021 Annual Statement of Investment Policy for funds managed by the Treasurer's office for the County, schools, college and Special Districts; and
- 2020/2021 Marin County Long-Term Investment Pool Policy for funds managed by the Treasurer's office for the Marin County General Fund;

**Summary:** There are no changes to the 2020/2021 Annual Statement of Investment Policy; it has been reviewed and monitored by the County Treasury Oversight Committee. The committee's membership is listed below. The authority for the committee and their responsibilities are contained in Government Codes sections 27130-27137.

Additionally, the 2020/2021 Annual Statement of Investment Policy is reviewed and monitored monthly by Fitch Ratings, an independent rating agency. Their report is attached. We continue with a rating of AAA/S1. The County's AAA rating has been maintained since 1994. The rating received is reflective of the outstanding work of the Treasury unit.

**Alternative Recommendation:** N/A

**Reviewed by:**  Finance Department  N/A  
 County Counsel  N/A  
 Administrator  N/A

Respectfully submitted,

Roy Given  
Director of Finance

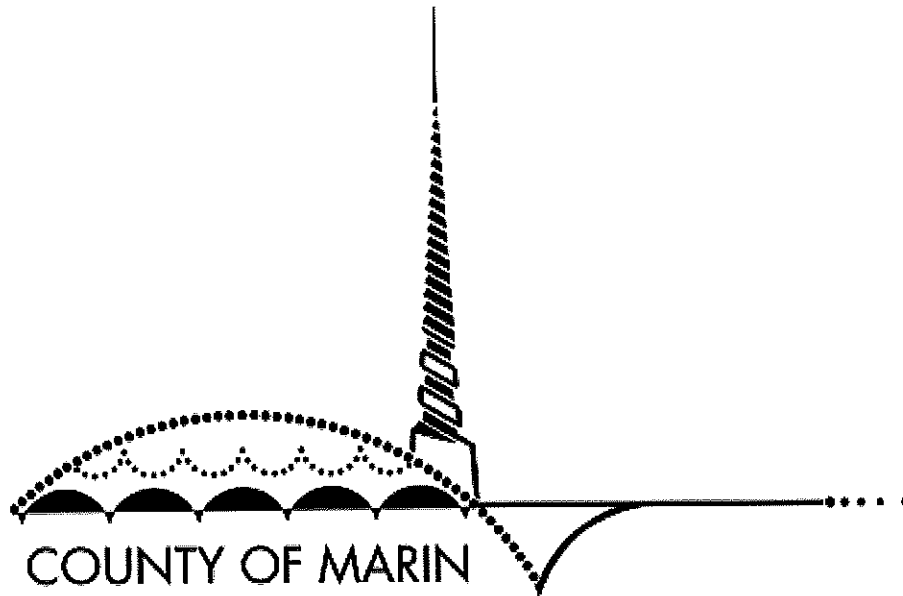
caleb

PG. 2 OF 2

cc: Treasury Oversight Committee:

Matthew Hymel, County Administrator  
Dan Eilerman, Alternate Representative, County Administrator  
Mary Jane Burke, Marin County Superintendent of Schools  
Nancy Lynch, Reed Union School District Superintendent  
Alyssa Shiffman, Special Districts  
Jean Bonander, Public Member  
Roy Given, Director of Finance  
Marin County School Districts  
Special Districts  
MCERA

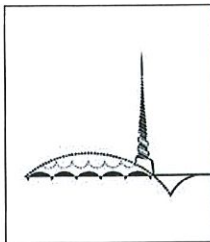
# ***STATEMENT OF INVESTMENT POLICY***



***Department of Finance  
Roy Given, Director***

***Fiscal Year 2020-2021***





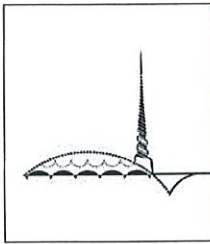
# COUNTY OF MARIN

## STATEMENT OF INVESTMENT POLICY



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# COUNTY OF MARIN

## STATEMENT OF INVESTMENT POLICY



Under the authority delegated to the Director of Finance by the Board of Supervisors and in accordance with the California Government Code, the following sets forth the investment policy of the County of Marin:

### **I. OBJECTIVES:**

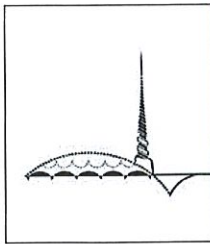
All funds on deposit in the County Treasury shall be invested in accordance with the California Government Code Sections 53600 et seq. and Sections 53639 et seq. to ensure:

- (a) **Preservation of capital** through high quality investments and by continually evaluating the credit of financial institutions approved for investment transactions, and securities considered and held in safekeeping;
- (b) Maintenance of sufficient **liquidity** to enable the participants and other depositors to meet their operating requirements;
- (c) A **rate of return** consistent with the above objectives.

### **2. PARTICIPANTS**

Participants in the Marin County Pool are defined as Marin County, Marin Public School Agencies, Marin Community College, Marin County Office of Education, districts under the control of the County Board of Supervisors, autonomous/independent districts whose treasurer is the Director of Finance and any other district or agency approved by the Board of Supervisors and the Director of Finance using the County of Marin as their fiscal agent.

- (a) **Statutory participants** are those government agencies within the County of Marin for which the Marin County Treasurer is statutorily designated as the Custodian of Funds.
- (b) **Voluntary participants** are other local agencies that may participate in the Pooled Investment Fund, such as special districts and cities for which the Marin County Treasurer is not statutorily designated as the Custodian of Funds. Participation is subject to approval by the Director of Finance, and in accordance with California Government Code Section 53684.



# COUNTY OF MARIN

## STATEMENT OF INVESTMENT POLICY



### **3. AUTHORIZED PERSONS**

Authorized persons for investment purposes include principal staff as designated by the Director of Finance on the Authorized Investor List. Designated Principal Staff shall make all investment decisions. To minimize the risk of disrupting the day to day business activities, Principal Staff shall use separate means of travel to attend training and conferences.

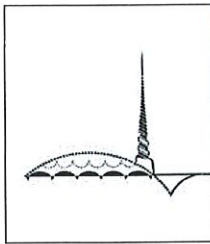
All investment decisions shall be made with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person acting, as a trustee, in a like capacity and familiarity would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the participants.

### **4. BIDS & PURCHASE OF SECURITIES**

Prior to the purchase of an investment pursuant to this policy the persons authorized to make investments shall assess the market and market prices using information obtained from available sources including investment services, broker/dealers, and the media. Bids for various investments shall be evaluated considering preservation of capital as the most important factor, liquidity as the second most important factor and thirdly, yield. Investments in commercial paper, bankers acceptances and certificates of deposit for each issuer shall be limited to five percent (5%) of Treasury assets, determined using the Treasury balance at the time of purchase, except that investments in overnight commercial paper shall be limited to seven percent (7%) of Treasury assets for any one issuer. The investment selected for purchase shall be that investment which in the opinion of the purchaser most clearly meets these objectives. All security transactions shall be documented at the time the transaction is consummated.

### **5. TERM**

Maturities of investments in the Marin County Treasury Pool shall be selected based upon liquidity requirements. The maximum remaining term to maturity for an investment shall be three (3) years; except that, subject to the limitations set forth in Sections 53601 et seq. and 53635 et seq. of the California Government Code, the Director of Finance may authorize investments in U.S. Treasury obligations and/or U.S. and local agency obligations with a maximum remaining term to maturity that shall not exceed five (5) years. The weighted average maturity of the investment pool, to be determined at the time of purchase, shall not exceed 540 days to final maturity/call.



# COUNTY OF MARIN

## STATEMENT OF INVESTMENT POLICY



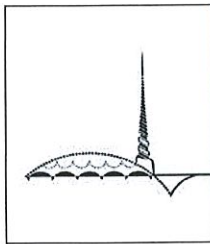
Capital Funds, Construction Funds, or money obtained through the sale of agency surplus property, may be invested by the Director of Finance in specific investments outside of the Pool provided the Director of Finance obtains written approval from the governing board of the County, School District or Special District. No investment shall have a remaining maturity in excess of five (5) years.

Proceeds of Debt Issues set aside for repayment of any County, School District, or Special District financings shall not be invested for a term that exceeds the term set forth in the financing documents.

### 6. **ALLOWED INVESTMENTS**

Pursuant to California Government Code Sections 53601 et seq. and 53635 et seq., the County Director of Finance may invest in the following subject to the limitations as set forth:

- (a) **United States Treasury obligations.**
- (b) **United States Agency obligations.**
- (c) **Securities of U.S. Government Agencies & Instrumentalities**
- (d) **State of California Bonds and Registered Warrants.**
- (e) **Bonds, Notes, Warrants** or other evidence of indebtedness of a **local agency** within the State of California.
- (f) **Bankers acceptances** not to exceed one hundred eighty (180) days to maturity or at the time of purchase thirty percent (30%) of the treasury fund balance.
- (g) **Commercial paper** of "prime" quality of the highest letter and numerical rating as provided for by Moody's Investors Service, Inc., or Standard and Poor's Corporation, to be chosen from among corporations organized and operating within the United States with assets in excess of \$500,000,000.00 and having an "A" or higher rating for the issuer's debt, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation. Purchases of eligible commercial paper may not exceed two hundred seventy (270) days in maturity and may not exceed forty percent (40%) of the treasury fund balance.
- (h) **Negotiable certificates of deposit** issued by a nationally or state-chartered bank, a state or federal association or by a state-licensed branch of a foreign bank selected on the basis of financial stability and credit rating criteria employed by the County Director of Finance. Negotiable certificates of deposit may not exceed thirty percent (30%) of the treasury fund balance.



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## STATEMENT OF INVESTMENT POLICY



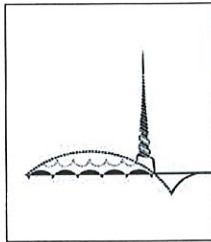
i) **Non-negotiable certificates of deposit (Time Deposits)** with a nationally or state-chartered bank or a state or federal association selected on the basis of financial stability, credit rating and reputation using criteria employed by the County Director of Finance fully collateralized at one hundred ten percent (110%) of market value with U.S. Government Securities, high-grade Municipal Bonds, instruments of federal agencies, including mortgage backed securities at one hundred fifty percent (150%) of market value with promissory notes secured by first deeds of trust upon improved residential real property as provided by the Government Code.

(j) **Medium-term Notes** rated "A" or better, to be chosen from among corporations with assets in excess of \$500,000,000.00 with a maturity not to exceed two years from the date of purchase. Purchase of eligible medium-term notes may not exceed thirty percent (30%) of the treasury fund balance.

(k) **Shares of beneficial interest issued by diversified management companies**, which are money market funds investing in securities and obligations as authorized by this investment policy. To be eligible for investment these companies shall attain the highest ranking or the highest letter and numerical rating provided by no less than two nationally recognized statistical rating organizations and have assets under management in excess of \$500,000,000.00. The purchase price may not include any commissions that these companies may charge, and the purchase of shares in any one mutual fund may not exceed ten percent (10%) of the treasury balance and the total invested may not exceed twenty percent (20%) of the treasury balance. Shares of beneficial interest issued by diversified management companies may include shares in investment trusts established under provisions of the California Joint Exercise of Powers Act.

(l) **Repurchase agreements** on any investment authorized by this investment policy where the term of the agreement does not exceed one year. The market value of securities that underlay a repurchase agreement shall be valued at one hundred two percent (102%) or greater of the funds borrowed against those securities, and the value shall be adjusted daily. The County Director of Finance or designee must approve any collateral substitution by the seller, and any new collateral should be reasonably identical to the original collateral in terms of maturity, yield, quality and liquidity.

(m) **California State Local Agency Investment Pool (LAIF)** operated by the State Treasurer's office.



# COUNTY OF MARIN

## STATEMENT OF INVESTMENT POLICY



(n) **Financial Institution Investment Accounts** All funds on deposit with the County shall be managed by the Director of Finance. The Director of Finance may, at his option, at the time of placement, place not more than five percent (5%) of the Treasury assets at the time of investment with a financial institution for the purpose of managing such funds. Securities eligible for purchase by the financial institution are limited to United States Treasury and Agency obligations with a "AAA" credit quality rating, must be held in the County's name in a third party custody account, may not have a remaining maturity in excess of three (3) years, and the account shall have an average maturity of 1.5 years or less. All security transactions shall be supervised and approved by designated staff on the Authorized Investor List.

Where a percentage limitation is specified for a particular category of investments, that percentage is applicable only at the time of purchase.

### 7. **PROHIBITED INVESTMENTS**

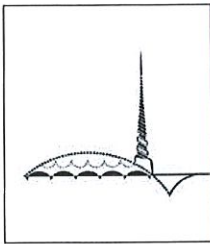
(a) The County Director of Finance **shall not invest** in any **Derivatives** such as inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages or any security bearing a rate of interest which is not known at the time of purchase.

(b) The County Director of Finance shall not invest any funds in any security that could result in **zero interest accrual** if held to maturity or where there is a risk of loss of principal when held to maturity.

(c) **Reverse repurchase agreements**, securities lending agreements and all other investments that are not specifically allowed by this investment policy are prohibited.

(d) In accordance with Marin County's Nuclear Freeze Ordinance Measure "A" (Exhibit 1) as approved by the voters on November 4, 1986, the County is prohibited from investing in securities or other obligations of any corporation or business entity which is a **nuclear weapons contractor**.

Furthermore, said corporations or business entities that the County Director of Finance does invest in must file an affidavit as required by Measure "A" Section VI. B certifying that neither it, nor its parent company, affiliates or subsidiaries are nuclear weapons contractors. A copy of each affidavit received shall be sent to the Peace Commission.



# COUNTY OF MARIN

## STATEMENT OF INVESTMENT POLICY



### **8. BROKERS**

Broker/dealers shall be selected by the Director of Finance upon recommendation by the Investment Officer or designated principal staff on the Authorized Investor List. Selection of broker/dealers shall be based upon the following criteria: the reputation and financial strength of the company or financial institution and the reputation and expertise of the individuals employed. The Director of Finance shall be prohibited from selecting any broker, brokerage firm, dealer, or securities firm that has, within any 48 consecutive month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, any member of the Board of Supervisors, any member of the governing board of a local agency having funds held in the County Treasury, or any candidate for those offices. The broker/dealers shall be provided with and acknowledge receipt of the County Investment Policy.

### **9. WITHDRAWALS**

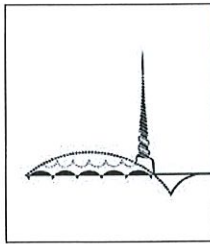
No withdrawals from the Marin County Pool shall be made for the purpose of investing and or depositing those funds outside the pool without the prior approval of the Marin County Director of Finance. The Director of Finance shall evaluate each proposed withdrawal to assess the effect the withdrawal will have upon the stability and predictability of the investments in the County Treasury. Approval shall be given unless the withdrawal will adversely affect the interests of the other depositors. Requests for withdrawals for the purpose of investing or depositing funds outside the pool shall be made in writing at least ten (10) business days in advance of the proposed withdrawal date. Notice in writing of at least five (5) business days shall be required for withdrawals in excess of \$250,000.00 for loan repayments, capital expenditures and any expenditure not in the ordinary course of operations.

### **10. SWAPS**

Securities can be swapped for other approved securities with similar maturity schedules to gain higher rates of return. When a swap involves a change in liquidity, future cash needs shall be conservatively estimated.

### **11. LOSSES**

Losses are acceptable on a sale before maturity, and may be taken if the reinvestment proceeds will earn an income flow with a present value higher than the present value of the income flow that would have been generated by the original investment, considering any investment loss or foregoing interest on the original investment.



# COUNTY OF MARIN

## STATEMENT OF INVESTMENT POLICY



### **12. DELIVERY & SAFEKEEPING**

Delivery of all securities shall be through a third party custodian. Non-negotiable certificates of deposit and notes of local agencies may be held in the Director of Finance's safe. The County's safekeeping agent shall hold all other securities. No security shall be held in safekeeping by the broker/dealer from whom it was purchased. Settlement payment in a securities transaction will be against delivery only, and a Due Bill or other substitution will not be acceptable. Persons authorized under section three (3) who did not originate the investment transaction shall review all confirmations for conformity with the original transaction. Confirmations resulting from securities purchased under a repurchase agreement shall state the exact and complete nomenclature of the underlying securities purchased.

### **13. APPORTIONMENT OF INTEREST & COSTS**

Interest shall be apportioned to all pool participants quarterly based upon the ratio of the average daily balance of each individual fund to the average daily balance of all funds in the investment pool. The amount of interest apportioned shall be determined using the cash method of accounting whereby interest will be apportioned for the quarter in which it was actually received. The Director of Finance shall deduct from the gross interest received those actual administrative costs relating to the management of the treasury including salaries and other compensation, banking costs, equipment purchased, supplies, costs of information services, audits and any other costs as provided by Section 27013 of the Government Code.

### **14. CONFLICT OF INTEREST**

A member of the county treasury oversight committee, the County Director of Finance or County employees working in the Treasurer's office shall not accept honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other persons with whom the county treasury conducts business, consistent with state law.

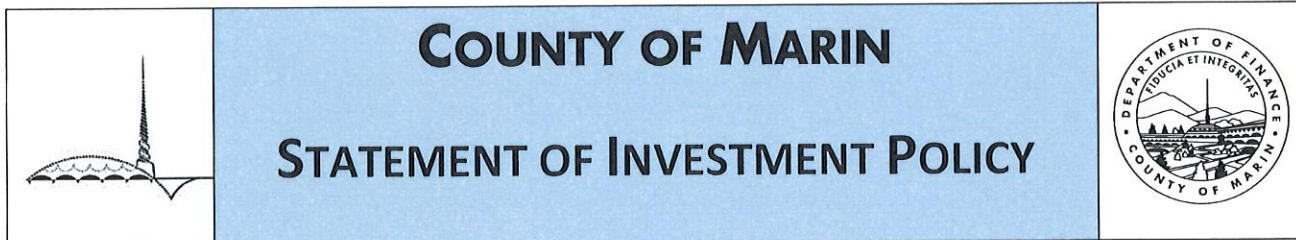
### **15. AUDITS**

The County of Marin investment portfolio shall be subject to a process of independent review by the County's external auditors. The County's external auditors shall review the investment portfolio in connection with the annual county audit for compliance with the statement of investment policy pursuant to Government Code Section 27134. The results of the audit shall be reported annually to the Director of Finance and the Marin County Treasury Oversight Committee.

#### **15.1 Compliance Audit: Government Code Section 27134**

The Treasury Oversight Committee shall cause an annual audit to be conducted to determine the County Treasury's compliance with Article 6 of the Government Code. This audit may include issues relating to the structure of the investment portfolio and risk





**16. REVIEW**

The Director of Finance and designated staff will perform a monthly review of the investment function.

**17. REPORTS**

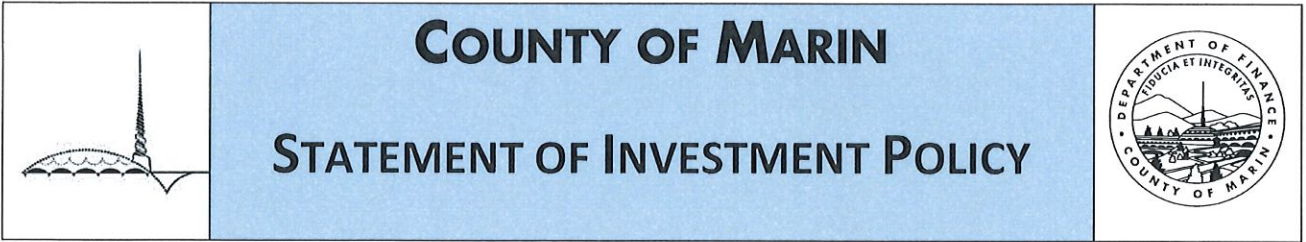
The Director of Finance shall prepare a monthly report listing all investments in the County Pool as of the last day of the month and a report of the average days to maturity and yield of investments in the County Pool. The Director of Finance shall also prepare a monthly report for all non-pooled investments. These reports shall be distributed to the Marin County Board of Supervisors, Superintendent of Schools, Marin Public School Agencies, Special Districts, non-pooled investors, the County's investment oversight committee, and any other participant upon request.

**18. INVESTMENT POLICY**

The County Director of Finance shall prepare and submit an annual statement of investment policy to the Board of Supervisors.

**19. TREASURY OVERSIGHT COMMITTEE**

Consistent with State law the County has established a Treasury Oversight Committee. The Committee includes representatives from the County of Marin, Superintendent of Schools' Office, School Districts and Special Districts. The Committee shall review and monitor the Investment Policy as contained in California Government Code Sections 27130 – 27137.



**20. DISASTER /BUSINESS CONTINUITY PLAN**

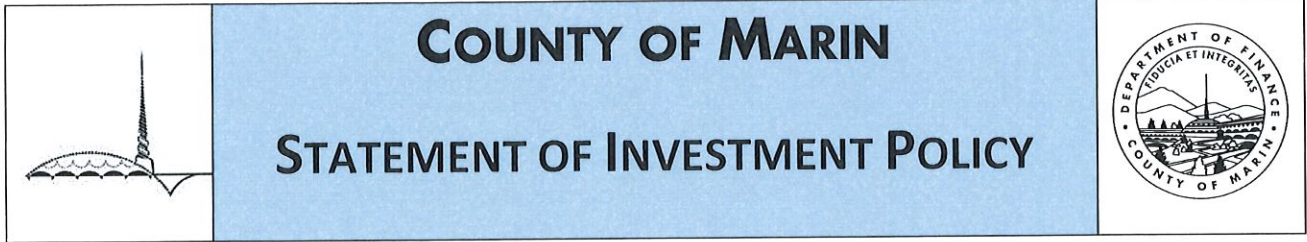
The County of Marin's banking and investment functions are mission critical and as such, the office must have a business continuity plan.

The goal of a disaster/business recovery plan is to protect and account for all funds on deposit with the county treasury and to be able to continue our banking and investment functions for all participants in the event of an occurrence (Earthquake, Fire, Pandemic or other event) which disrupt normal operations. Our plan provides for the ability to perform our banking and investment function at an off-site location under less than optimal conditions and, if needed, even outside our county.

In the event of an occurrence which precludes staff from being able to operate from our office, the attached plan (exhibit 2) will be activated. The plan includes:

- Scope
- Chain of Command
- Continuity Procedure
- Functions and Tasks to be performed
- Equipment and Emergency Packets
- Disaster Assignment
- Off-site locations

Normal processes may be modified in response to an occurrence. However, the county's investment policy shall be strictly followed.



Dated: July 1, 2019

Roy Given  
Director of Finance

Reviewed and monitored by Marin Treasury Oversight Committee on  
November 18, 2019

Approved by Marin County Board of Supervisors on  
December XX, 2019

Attachments:

Exhibit 1 Marin County Nuclear Freeze Ordinance

Exhibit 2 Disaster/Business Continuity Plan

Exhibit 3 Authorized Investor List



**SUMMARY OF SANITARY SEWER OVERFLOWS FROM 2016 to 2020**

**Table 1. Number of SSOs**

	2016	2017	2018	2019	2020
Size of SSO (gallons)	Number	Number	Number	Number	Number
Less than 10 gallons	5	4	2	8	1
From 10 to 99 gallons	5	9	3	13	3
From 100 to 999 gallons	11	6	13	8	3
Greater than or equal to 1,000 gallons	2	4	4	5	
<b>Total Number of SSO's</b>	<b>23</b>	<b>23</b>	<b>22</b>	<b>34</b>	<b>7</b>

**Table 2. Volume of SSOs**

	2016	2017	2018	2019	2020
Volume of SSO's	Volume (gallons)	Volume (gallons)	Volume (gallons)	Volume (gallons)	Volume (gallons)
Total volume contained and returned to sewer system for treatment	1,528	1,057	5,099	12,708	650
Total volume reaching waters of the State	38,894	7,266	3,223	9,021	249
Total volume not contained but not reaching waters of the State (everything else)	3,162	2,955	5,471	1,508	1,022
<b>Total Volume of SSO's</b>	<b>43,584</b>	<b>11,278</b>	<b>13,793</b>	<b>23,237</b>	<b>1,921</b>

SUMMARY OF SANITARY SEWER OVERFLOWS FROM 2016 TO 2020

Table 3. Causes of SSOs

Cause of SSO	2016 Number	2016 Percent of Total	2017 Number	2017 Percent of Total	2018 Number	2018 Percent of Total	2019 Number	2019 Percent of Total	2020 Number	2020 Percent of Total
Blockage:										
Roots	13	54.2	1	4.3	6	27.3	8	23.5	0	0.0
Grease	0	0.0	0	0.0	0	0.0	5	14.7	1	14.3
Debris	3	12.5	1	4.3	1	4.5	2	5.9	0	0.0
Debris from Laterals	0	0.0	2	8.7	3	13.6	0	0.0	3	42.9
Rags/Wipes	0	0.0	0	0.0	0	0.0	2	5.9	1	14.3
CS Maintenance cause spill	0	0.0	0	0.0	1	4.5	0	0.0	0	0.0
Pipe Structural Problem/ Failure	2	8.3	0	0.0	2	9.1	6	17.6	1	14.3
Vandalism	0	0.0	1	4.3	0	0.0	0	0.0	0	0.0
Pump Station - others	0	0.0	0	0.0	0	0.0	3	8.8	0	0.0
Operation Error	0	0.0	0	0.0	0	0.0	1	2.9	0	0.0
Animal Carcass	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Construction Failure	0	0.0	1	4.3	0	0.0	1	2.9	0	0.0
Construction Debris	0	0.0	1	4.3	1	4.5	0	0.0	0	0.0
Multiple Causes	5	20.8	14	60.9	8	36.4	5	14.7	1	14.3
<b>Subtotal for Blockage</b>	<b>23</b>	<b>95.8</b>	<b>21</b>	<b>91.3</b>	<b>22</b>	<b>100.0</b>	<b>33</b>	<b>97.1</b>	<b>7</b>	<b>100.0</b>
Infrastructure Failure	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Inflow & Infiltration	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Electrical Power Failure	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Flow Capacity Deficiency	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
Natural Disaster	0	0.0	1	4.3	0	0.0	0	0.0	0	0.0
Bypass	0	0.0	0	0.0	0	0.0	1	2.9	0	0.0
Cause Unknown	0	0.0	1	4.3	0	0.0	0	0.0	0	0.0
<b>Total</b>	<b>23</b>	<b>96</b>	<b>23</b>	<b>100</b>	<b>22</b>	<b>100</b>	<b>34</b>	<b>100</b>	<b>7</b>	<b>100</b>