

## A G E N D A

SAN RAFAEL SANITATION DISTRICT  
BOARD OF DIRECTORS  
THURSDAY – FEBRUARY 3, 2022 - 11:00 A.M.  
Join Zoom Meeting at <https://zoom.us/j/97026299529>

Meeting ID: 970 2629 9529

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### CORONAVIRUS (COVID-19) ADVISORY NOTICE

Consistent with the provisions in Assembly Bill 361, this Board meeting will be held virtually using Zoom.

Public comments for this meeting can be submitted via email to the District Clerk at [Cindy.Hernandez@cityofsanrafael.org](mailto:Cindy.Hernandez@cityofsanrafael.org). The public comment period opens when the agenda is posted online and will close two hours prior to the start of the meeting. Include your name and the item you would like to provide written comment on.

To provide comments during the meeting, please use the “raise hand” feature in the Zoom Meeting and the host will notify and unmute you when it is your turn to speak.

If you experience an issue providing comments in the meeting or want to comment via phone, please call 415-485-3132.

**Members of the public may speak on Agenda items.**

#### **1. ROLL CALL**

#### **2. ADOPT TELECONFERENCE MEETING RESOLUTION TO COMPLY WITH ASSEMBLY BILL 361**

Adopt resolution making findings that the proclaimed state of emergency continues to impact the ability to meet safely in person and declaring that the Board will continue to meet remotely in order to ensure the health and safety of the public.

#### **3. OPEN PERIOD**

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

**4. MINUTES OF THE MEETING**

Request approval as submitted – December 10, 2021.

**5. PAYMENTS**

Request approval as submitted.

**6. OLD BUSINESS**

- a. Update on Organizational Review and Analysis Report Recommended Work Plan.
- b. Update on the Reimbursement Agreement with the City of San Rafael for contract and construction management of the Third Street Rehabilitation Project.
- c. Update on the Bayside Acres Beach Sewer Improvement Project. (David Nicholson)

**7. NEW BUSINESS**

- a. Report on adoption of investment policy.
  - Adopt resolution approving the Marin County Investment Policy as the investment policy for the San Rafael Sanitation District
- b. Review District's Insurance Policy.

**8. INFORMATIONAL ITEMS**

- a. Report on Sanitary Sewer Overflows. (Kris Ozaki)

**9. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS**

**10. ADJOURNMENT**

The next scheduled meeting is March 3, 2022.

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 2.*

**DATE:** February 3, 2022  
**TO:** Board of Directors, San Rafael Sanitation District  
**FROM:** Doris Toy, District Manager/District Engineer  
**SUBJECT:** Adopt Resolution Making Findings that the Proclaimed State of Emergency Continues to Impact the Ability to Meet Safety in Person and Declaring that the Board will Continue to Meet Remotely in Order to Ensure the Health and Safety of the Public

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**RECOMMENDATION:**

Adopt resolution making the findings that the proclaimed state of emergency continues to impact the ability to meet in person and declaring that the Board will continue to meet remotely in order to ensure the health and safety of the public.

**BACKGROUND:**

The Ralph M. Brown Act requires that except as specifically provided, “meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body,” Gov. Code Section 54953(a). For many years, the Brown Act has authorized members of a local agency’s legislative body to attend a public meeting by teleconference in compliance with strict procedural requirements. Under Government Code Section 54953(b)(3), in order to use teleconferencing, at least a quorum of the legislative body must participate from locations within the agency’s boundaries; and the agency must give notice of each teleconference location and allow members of the public to address the Council at each teleconference location.

On March 4, 2020, Governor Newsom declared a statewide State of Emergency in connection with the COVID-19 pandemic. Subsequently, on March 18, 2020, the Governor issued Executive Order No. N-29-20 suspending the Brown Act’s requirements for in-person meetings and facilitating the use of teleconferencing for public meetings during the State of Emergency. The Executive Order authorized public meetings to be held by teleconference only, provided that notice and accessibility requirements are met, members of the public are allowed to observe and address the legislative body at the meeting, and there is a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities. This order has allowed the Board to hold its public meetings using teleconference technologies, with the requisite notice and public participation; however, the order was due to expire on September 30, 2021, and without legislative action, in-person meetings and the strict teleconferencing procedures of the Brown Act would again be required.

Because the statewide State of Emergency continues and the COVID-19 pandemic still poses a health risk for public meetings, on September 16, 2021, Governor Newsom signed into law as an urgency measure Assembly Bill (AB) 361. AB 361 amends the Brown Act provisions governing the use of teleconferencing for public meetings of a local agency's legislative bodies, allowing more liberal teleconferencing requirements to continue during the current and future state-declared emergencies.

**ANALYSIS:**

Executive Order N-29-20 has now expired, but AB 361 is now in effect, and its amendments to the Brown Act will allow the District to continue to hold its meetings using teleconferencing technology after September 30th. Government Code Section 54953, as amended by AB 361, now provides in new subsection (e)(1) that during the current and any future state-declared State of Emergency, the legislative body of a local agency may use teleconferencing without complying with the procedural requirements of Government Code Section 54953(b)(3) in any of three circumstances:

- (A) The legislative body holds a meeting during a proclaimed State of Emergency, and State or local officials have imposed or recommended measures to promote social distancing.
- (B) The legislative body holds a meeting during a proclaimed State of Emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- (C) The legislative body holds a meeting during a proclaimed State of Emergency and has determined, by majority vote, pursuant to subparagraph (B), that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Certain additional requirements would apply under the new law, however, including specific requirements as to how public comment must be allowed and heard, with which the Board already complies. In addition:

- In the event of a disruption which prevents the Board from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the District's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevent the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.
- If a State of Emergency remains active or state of local officials have imposed or recommended measures to promote social distancing in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to

subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

- The legislative body has reconsidered the circumstances of the State of Emergency.
- Any of the following circumstances exist:
  - (i) The State of Emergency continues to directly impact the ability of the members to meet safely in person.
  - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

This resolution is intended to comply with the requirement to make specified findings every 30 days. The resolution finds that the State of Emergency continues in effect, that measures to promote social distancing are still being imposed by the State and county, and that the State of Emergency directly impacts the ability of the public and the members of the Board to meet safely in person. The proposed resolution confirms the Board's determination that its public meetings should continue to be held using only teleconferencing technology.

Staff plans to agendize the same type of resolution at each regular Board meeting during the pendency of the statewide state of emergency so that the Board may continue to reconsider these findings at least every 30 days.

The Brown Act amendments adopted by AB 361 will be operative until January 1, 2024, and will then expire unless extended by new legislation.

**FISCAL IMPACT:**

None.

**OPTIONS:**

The Board has the following options to consider on this matter:

1. Adopt the resolution as proposed.
2. Adopt a modified resolution.
3. Direct staff to return with more information.
4. Take no action.

**ACTION REQUIRED:**

Staff recommends that the Board adopt the resolution making the findings that the proclaimed State of Emergency continues to impact the ability to meet in person and declaring that the Board will continue to meet remotely in order to ensure the health and safety of the public.

Attachment: Resolution

**RESOLUTION NO. 22-1243**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN RAFAEL  
SANITATION DISTRICT MAKING FINDINGS THAT THE PROCLAIMED STATE OF  
EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN  
PERSON AND DECLARING THAT THE BOARD OF DIRECTORS WILL CONTINUE  
TO MEET REMOTELY IN ORDER TO ENSURE THE HEALTH AND SAFETY OF  
THE PUBLIC**

**WHEREAS**, the San Rafael Sanitation District (the “District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative body conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

**WHEREAS**, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings electronically without a physical meeting place; and

**WHEREAS**, as a result of Executive Order N-29-20, staff set up Zoom teleconference meetings for all District Board of Directors meetings; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which specified that Executive Order N-29-20 would remain in effect through September 30, 2021, at which point it would expire; and

**WHEREAS**, since the issuance of Executive Order N-08-21, the Delta variant has emerged, causing a spike in COVID-19 cases throughout the state; and

**WHEREAS**, the Governor's proclaimed State of Emergency remains in effect, and State and local officials, including the Marin County Director of Health and Human Services, the California Department of Public Health, and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing; and

**WHEREAS**, on September 16, 2021, the Governor signed Assembly Bill 361 into law, as urgency legislation that goes into effect on October 1, 2021, amending Government Code Section 54953 of the Brown Act to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency, provided certain conditions are met and certain findings are made; and

**WHEREAS**, the continued local rates of transmission of the virus and variants causing COVID-19 are such that the Director of Health & Human Services has recommended that the County continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings.

**WHEREAS**, the District cannot maintain adequate safe social distance between members of the public, Board members and staff in their respective meeting locations; and

**WHEREAS**, because of the rise in cases due to the Delta variant, the District is concerned about the health and safety of attendees, the District's Board of Directors desires to take the actions necessary to comply with AB 361 and to continue to hold its Board and committee meetings remotely.

**NOW, THEREFORE, THE SAN RAFAEL SANITATION DISTRICT BOARD OF DIRECTORS RESOLVES AS FOLLOWS:**

1. The Board has reconsidered the circumstances of the State of Emergency and finds that:
  - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Board of Directors, District staff, and members of the public to meet safely in person; and
  - b. State and local officials continue to recommend measures to promote social distancing.
2. District Board of Directors meetings will continue to be conducted remotely for the next 30 days in compliance with AB 361 and Government Code Section 54953(e)(2), in order to ensure the health and safety of the public while providing access to public meetings.
3. The Board of Directors will reconsider the circumstances of the State of Emergency and revisit the need to conduct meetings remotely within 30 days of the adoption of this Resolution.

**PASSED AND ADOPTED** at a special meeting of the San Rafael Sanitation District Board of Directors held on the 3rd day of February 2022 by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

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**Kate Colin, Chair**

**ATTEST:**

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**Maribeth Bushey, Secretary**



**SAN RAFAEL SANITATION DISTRICT  
Minutes of the Meeting  
December 10, 2021**

Special Meeting

Via Teleconferencing

The meeting was called to order at 11:01 A.M. by Chair Kate.

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

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

Attendance Others: Martin Rauch, Pres., Rauch Communication Consultants, Inc.  
Mark Wilson, President, Nute Engineering  
Kerry Laiw Gerchow, Deputy County Counsel

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1. **ROLL CALL** – A roll call was taken, and Chair Kate, Director Bushey, and Director Rice were present.

2. **ADOPT TELECONFERENCE MEETING RESOLUTION TO COMPLY WITH ASSEMBLY BILL 361**

Adopt resolution of the Board of Directors of the San Rafael Sanitation District making findings that the proclaimed State of Emergency continues to impact the ability to meet safely in person and declaring that the Board of Directors will continue to meet remotely in order to ensure the health and safety of the public.

**MOTION** by Director Bushey, seconded by Director Rice, to adopt the resolution making findings that the proclaimed State of Emergency continues to impact the ability to meet safely in person and declaring that the Board of Directors will continue to meet remotely in order to ensure the health and safety of the public.

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

*Motion Carried*

3. **OPEN PERIOD** – No persons were present to address the Board.

4. **MINUTES OF NOVEMBER 4, 2021.**

**MOTION** by Director Bushey, seconded by Director Rice, to approve the minutes of the November 4, 2021, meeting as presented.

**AYES:** Director Bushey, Director Rice, Chair Kate

**NOES:** None

**ABSENT:** None

*Motion Carried*

5. **PAYMENTS**

**MOTION** by Director Bushey, seconded by Director Rice, to approve the payments for November 2021 in the amount of \$500,703.42 for maintenance and operation of the District and for capital improvements.

**AYES:** Director Bushey, Director Rice, Chair Kate

**NOES:** None

**ABSENT:** None

*Motion Carried*

6. **OLD BUSINESS**

a. **Presentation update on Bayside Acres Beach Sewer Improvement Project. (David Nicholson & Nute Engineering)**

Senior Civil Engineer Nicholson reported that an RFP had been sent out to various public relations firms for assistance with outreach. Three proposals were received, and Rauch Communication Consultants, Inc., was selected. He then introduced Martin Rauch, President of Rauch Communication Consultants. Next, Senior Civil Engineer Nicholson presented an update by District staff and Nute Engineering on the Bayside Acres Beach Sewer Improvement Project, and the following information was reported: The location of this project is within the Bayside Acres Beach neighborhood off of Point San Pedro Road and includes nineteen homes. The sewer was installed in 1972 and is now located within the tidal zone due to sea level rise. The manhole lids are corroded shut and preclude staff from accessing and maintaining the sewer pipeline. The alternatives that were most recently considered for the remediation of this problem are: (1) Replace the pipe in the same alignment in the beach, (2) Install a new above-tideline sewer main along the Bay front, (3) Install District shared pump systems, (4) Install private individual pump systems. Mark Wilson, President of Nute Engineering, then reviewed the four alternatives in detail, including the costs. Senior Civil Engineer Nicholson then provided the following alternatives summary: (Alt. 1) Keep the existing system in place (would take 3-4 years with an estimated cost of \$3.24 million), (Alt. 2) Install a beam & pile sewer with a catwalk (infeasible), (Alt. 3) Install a shared pump system (would take 2-3 years with an estimated cost of \$2 million), (Alt. 4) Install individual pump systems (would take 1-2 years with an estimated cost of \$1.6 million). He then reported that Alternative 4 provides both the lowest time element and the lowest estimated cost. The Board then presented their questions and comments, and the following are some of the suggestions and responses were provided: **Alternative 4** The Board suggested that the District provide short-term support for the property owners in regard to maintaining their new pumping systems. In response to inquiries about power outages, staff reported that

the District would follow all plumbing and building code requirements pertaining to capacity and backup power. The purchase and installation of the individual pumps have been included in the \$1.6 million cost estimate. In response to an inquiry by Mr. Rauch regarding the aesthetics of the laterals and the individual pumps, staff reported that the pipelines for the pumps will only be 2 inches in diameter and most will be below ground; some of the pumps may be placed under decks. **Alternative 3** It was noted that maintenance staff would need to enter the properties approximately three times per week in order to perform maintenance on the pumps, which would be extremely costly and intrusive. During the discussion, the Board expressed a preference for Alternative 4. District Manager Toy then reported that two public meetings are planned for January (one in person and one online) and then an update on this project would be brought back to the Board at the February or March meeting. The Board then requested to be notified of the dates of the public meetings. The Board then thanked Mr. Rauch for his response to the RFP and his expertise and ability to connect with people. They also thanked Mr. Wilson for his presentation and his photos.

## 7. NEW BUSINESS

- a. Adopt resolution authorizing the District Manager/District Engineer to execute a Utility Agreement with the Bay Area Toll Authority for the Richmond-San Rafael Bridge Access Improvement Project.**

District Manager Toy reported that the District had recently completed Francisco Boulevard East at Grange Avenue Sewer and Storm Drain Project, which included the replacement of 960 feet of sewer and 220 feet of storm drain pipe. This project was done in coordination with the Bay Area Toll Authority's (BATA) Richmond-San Rafael Bridge Access Improvement Project, which will begin early next year. This project will consist of sidewalk and bike lane improvements on Francisco Boulevard East at Grange Avenue and will also include connecting the bike and pedestrian lane on the Richmond-San Rafael Bridge to Sir Francis Drake Boulevard and other locations within the City of San Rafael. As part of this project, BATA will raise the District's manholes to grade after paving the roadway, and SRSD will reimburse BATA for this cost. This work will consist of seven sewer manholes at a cost of approximately \$8,610.

**MOTION** by Director Bushey, seconded by Director Rice, to adopt the resolution authorizing the District Manager/District Engineer to execute a Utility Agreement with the Bay Area Toll Authority for the Richmond-San Rafael Bridge Access Improvement Project.

**AYES:** Director Bushey, Director Rice, Chair Kate

**NOES:** None

**ABSENT:** None

*Motion Carried*

- b. Adopt resolution authorizing the District Manager/District Engineer to execute a Reimbursement Agreement with the City of San Rafael for contract and construction management of the Third Street Rehabilitation Project.**

District Manager Toy gave a brief review of this project and reported the following: The City of San Rafael is performing a major street project along the entirety of Third Street.

The San Rafael Sanitation District (SRSD) and Marin Municipal Water District (MMWD) are also included in this project, since they will both be conducting pipeline replacement projects in Third Street while the street is under construction. Both the City of San Rafael and SRSD are currently using CSW/Stuber-Stroeh for design and construction related services in order to make the project more efficient, less costly, and to reduce the amount of disruption (MMWD was nearly complete with their design when the City told us about their Third Street project). The sewer portion of this project will include the replacement of approximately 6,440 feet of sewer main, 2,200 feet of sewer laterals, and 30 manholes and rod holes in various sections of Third Street as well as in Miramar Avenue and Miraflores Avenue, since they are in the same vicinity as the Third Street work. Because the District's sewer work is already included in the City's project, staff would also like to have the City's construction manager and inspector perform similar duties for the District in order to continue streamlining the project. City staff anticipates that the construction contract for this project will be awarded at the February 7, 2022, City Council meeting. The engineering estimate for the District's share of the construction work, construction management, and inspection is approximately \$3,674,000, which would be reimbursed to the City. Staff then recommended that the Board adopt the resolution authorizing the District Manager/District Engineer to enter into a Reimbursement Agreement with the City for these services.

**MOTION** by Director Bushey, seconded by Director Rice, to adopt the resolution authorizing the District Manager/District Engineer to execute a Reimbursement Agreement with the City of San Rafael for contract and construction management of the Third Street Rehabilitation Project.

**AYES:** Director Bushey, Director Rice, Chair Kate

**NOES:** None

**ABSENT:** None

*Motion Carried*

**c. Consider cancellation of the January 6, 2022, Board meeting.**

Chair Kate reported that she felt this item was self-explanatory since everyone would still be adjusting to their return after the holidays.

**MOTION** by Director Bushey, seconded by Director Rice, to cancel the Board meeting scheduled for January 6, 2022.

**AYES:** Director Bushey, Director Rice, Chair Kate

**NOES:** None

**ABSENT:** None

*Motion Carried*

*Director Rice reported that she would need to leave the meeting at 12:00 noon for 5-10 minutes but expected to return to the meeting for the Closed Session Item (Item 10.a.).*

## 8. INFORMATIONAL ITEMS

### a. Report on Sanitary Sewer Overflows. (Kris Ozaki)

#### Category 1 SSO at 4 Highland Avenue

Operations and Maintenance (O & M) Manager Ozaki reported that on November 18<sup>th</sup> at 4:43 P.M., the District's Admin Assistant had received a call reporting smelly water coming down a hillside at the intersection of Union and Jewell Streets. Because it was after hours (for the maintenance crews), he requested her to contact Roto-Rooter to respond to the call. After Roto-Rooter confirmed that it was a sewer overflow, he went out to the site and had several members of the maintenance crews come out to help with the spill. It was then discovered that the wastewater was flowing into a storm water pipe and then into a storm water pump station. Public Works was then contacted to turn off the storm water pump station; and District maintenance crews began dewatering it, which took several days. Marin County Environmental Health Services (EHS) then had the District's maintenance crews post warning signs along the San Rafael Canal and take water samples. However, once EHS noticed that the water samples were no worse than the background samples that the District had been taking over the past decade, they decided that the warning signs could be removed, and the water sampling could stop. Because the crews found several cracks and voids in the sewer main at the location of the spill, O & M Manager Ozaki reported that this section will be repaired; and since rock and grit was discovered, the Highland Avenue sewer pipeline will be added to the next CCTV Project in case there are any additional problems further upstream. Because the reporting party for this sewer spill reported that this problem had been going on for approximately 2-3 weeks, SRSD will increase public outreach. SRSD has partnered with Ross Valley Sanitary District (RVSD) and other Marin sanitary agencies to put out a You Tube video letting people know that they should call the Sewer Districts first. He also reported that because the dewatering of the storm water pump station required the pump hose to run across one lane of traffic on Third Street, the District had to borrow some hose ramps from RVSD in order to allow the vehicles to drive over the hose. The District is now planning to purchase its own hose ramps. The Board then thanked O & M Manager Ozaki and his crews for going above and beyond the call of duty and for his report. They also thanked Manager Toy for letting them know about the spill in a timely fashion and for the press release.

*Director Rice left the meeting at 11:59 A.M.*

## 9. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

None.

## 10. CLOSED SESSION

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

**Closed Session – Opened at 12:00 P.M.**

**Closed Session – Ended at 12:06 P.M.**

Deputy County Counsel Gerchow reported that the Board had been given instructions on how to deal with the anticipated litigation.

**11. ADJOURNMENT**

There being no further business to come before the Board, the meeting of December 10, 2021, was adjourned at 12:07 P.M. Because the January 6<sup>th</sup> meeting had just been cancelled by the Board, the next meeting of the San Rafael Sanitation District was scheduled for Thursday, February 3, 2022, at 11:00 A.M via teleconferencing.

Respectfully submitted,

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Maribeth Bushey, Recording Secretary

**ATTEST THIS 3rd DAY OF FEBRUARY 2022**

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Kate Colin, Chair



**SAN RAFAEL SANITATION DISTRICT**  
**PAYMENT SUMMARY**  
**December 1, 2021 - December 31, 2021**

Vendor/Payee	Memo	Class	Acct #	Account Name	Amount
3T EQUIPMENT COMPANY	Collection System - chuck assembly for power rodder	200	2360	O&M - collection systems	834.38
3T EQUIPMENT COMPANY	Collection System - fittings for vector truck	200	2360	O&M - collection systems	86.04
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 11/17/21	200	2021	Uniforms	192.08
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 11/24/21	200	2021	Uniforms	192.08
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 12/01/21	200	2021	Uniforms	245.93
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 12/08/21	200	2021	Uniforms	192.08
AT&T MOBILITY	Telephone Service - cell phone service from 11/04/21 to 12/03/21	100	2534	Telephone service	690.09
BRELJE AND RACE LABORATORIES, INC	Collection System - testing for water samples collected on 11/10/21 at 6 Ross Valley Road for ammonia	200	2360	O&M - collection systems	140.00
BRELJE AND RACE LABORATORIES, INC	Collection System - testing for water samples collected on 11/10/21 at 6 Ross Valley Road for enterococcus	200	2360	O&M - collection systems	184.00
BRELJE AND RACE LABORATORIES, INC	Collection System - testing for water samples collected on 11/06/21 & 11/12/21 at Linden Deli, Brookdale Creek, Lincoln & Grand Ave. for enterococcus	200	2360	O&M - collection systems	368.00
BWS DISTRIBUTORS	Safety - gloves	200	2365	Safety equipment and supplies	395.68
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - troubleshoot and replace controller on portable generator #8202	200	2359	Maint-pump sta's & force main	2,491.05
CALIFORNIA RIVER WATCH	Claims and Deductibles - settlement with California River Watch	100	2051	Claims and deductibles	45,000.00
CITY OF SAN RAFAEL	Vehicles - vehicle repairs for 7/08/21-12/02/21	200	2083	Parts and repairs vehicles	12,117.16
COLIN, KATE	Director's Fees - Kate Colin on 12/10/21	100	2282	Director's fees	100.00
COUNTY OF MARIN	Director's Fees - Katie Rice on 12/10/21	100	2282	Director's fees	100.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for Bret Harte Pump Station	200	2359	Maint-pump sta's & force main	347.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for Cayes Main Pump Station	200	2359	Maint-pump sta's & force main	405.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for Glenwood Pump Station	200	2359	Maint-pump sta's & force main	405.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for Lock Lomond Pump Station	200	2359	Maint-pump sta's & force main	405.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for North Francisco Pump Station	200	2359	Maint-pump sta's & force main	347.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for Peacock Pump Station	200	2359	Maint-pump sta's & force main	405.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for San Pedro Pump Station	200	2359	Maint-pump sta's & force main	347.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for Simms Street Pump Station	200	2359	Maint-pump sta's & force main	405.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for South Francisco Pump Station	200	2359	Maint-pump sta's & force main	347.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for West Railroad Pump Station	200	2359	Maint-pump sta's & force main	347.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - annual Certified Unified Program Agency permit for Wes Andrew Stichler	200	2359	Maint-pump sta's & force main	405.00
CWEA-TCP	Membership and Dues - certification renewal for Wes Andrew Stichler	100	2388	Training and education	91.00
DURABLE MANUFACTURING	Collection System - blades for power rodder	200	2360	O&M - collection systems	963.34
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - service and inspection of chemical tanks at pump stations from 11/01/21-11/30/21	200	2106	Odor control chemicals	1,566.65
FOWLER ELECTRIC INC	Pump Stations - temporary electrical repair to Third Street Pump Station	200	2359	Maint-pump sta's & force main	2,386.29
GOLDEN STATE LUMBER INC	Pump Stations - lumber for ramps for hoses to pump wastewater from Montecito Stormwater Pump Station	200	2359	Maint-pump sta's & force main	195.48
GRAINGER	Collection System - green marking paint for USA markings	200	2360	O&M - collection systems	154.17
GRAINGER	Pump Stations - replacement motor for fan #1 at North Francisco Pump Station	200	2359	Maint-pump sta's & force main	710.02
JACKSON'S HARDWARE	Pump Stations - tarp for generator at Cayes Main Pump Station	200	2359	Maint-pump sta's & force main	109.24
MAHER ACCOUNTANCY	Accounting Services - November 2021	100	2717	Accounting services	3,600.00
MAHER ACCOUNTANCY	Accounting Services - December 2021	100	2717	Accounting services	3,600.00
MARIBETH BUSHEY	Director's Fees - Maribeth Bushey on 12/10/21	100	2282	Director's fees	100.00
MARIN COUNTY TAX COLLECTOR	Office Supplies - business cards for San Rafael Sanitation District Associate Civil Engineer	100	2133	Office & shop supplies	35.00
MARIN COUNTY TAX COLLECTOR	Office Supplies - business cards for San Rafael Sanitation District Junior Engineer	100	2133	Office & shop supplies	35.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service for 93 Rose Street on 12/01/21	200	2363	Standby services	375.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service for 924 B Street on 11/21/21	200	2363	Standby services	750.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service at 410 Mission Avenue on 12/09/21	200	2363	Standby services	750.00
MARIN ROTO-ROOTER SEWER SERVICE, INC	Standby - service at Union Street and Jewell Street on 11/18/21	200	2363	Standby services	1,125.00
NUTE ENGINEERING INC	BaySide Acres Beach Sewer Improvements Project - engineering services from 11/01/21-11/30/21	300	4338	Rehab of Beach S.wr BaySide	19,566.50

NUTE ENGINEERING INC	300	4155	N. Francisco/WRR Pump St (1)	North Francisco and West Railroad Pump Stations - engineering services from 11/01/21-11/30/21	303.00
NUTE ENGINEERING INC	300	4149	Third St / Fiberglass PS (10)	Third Street PS and Beach Fiberglass PS Improvement Project - engineering related services from 11/01/21-11/30/21	32,502.50
PG&E a/c 2480926202-5	200	2535	Electric utility costs	Power - electric service for pump stations from 10/11/21-11/08/21	35,285.05
PUMP REPAIR SERVICE CO INC	200	2359	Maint- pump sta's & force main	Pump Stations - repair to Flygt pump at Peacock Pump Station	8,088.51
SCHAAF & WHEELER, INC	300	4342	2020-21 Sewer Improvement (1	2020 Sewer Pipe Repair and Replacement Project - design related services through 10/31/21	11,460.00
SCHAAF & WHEELER, INC	300	4339	Woodland Pl/Ave & Octavia (8t	Woodland Avenue Sewer Improvement Project - engineering services through 10/31/21	5,987.00
STATE WATER RESOURCES CONTROL BOARD	100	2131	Memberships and subscription:	Memberships - State Water Resources Control Board annual permit fee from 7/01/21-6/30/22	3,326.00
TRANSBAY SECURITY SERVICE	200	2359	Maint- pump sta's & force main	Pump Stations - keys for pump stations and gate	55.72
US BANK CORPORATE PAYMENT	100	2389	Miscellaneous expenses	Miscellaneous Expenses - replenish FasTrak account	25.00
US BANK CORPORATE PAYMENT	200	2359	Maint- pump sta's & force main	Pump Stations - canopy for pump crew	75.38
US BANK CORPORATE PAYMENT	100	2131	Memberships and subscription:	Subscriptions - Marin IJ for 8 weeks	187.91
US BANK CORPORATE PAYMENT	100	2388	Training and education	Training and Education - Hazardous Waste Operations and Emergency Response training for Associate Civil Engineer	299.90
US BANK CORPORATE PAYMENT	100	2388	Training and education	Training and Education - parking meter during EOC training	3.00
VERIZON WIRELESS(242395655)	100	2534	Telephone service	Telephone Service - private IP addresses for the San Pedro and Peacock Pump Stations from 10/18/21-11/17/21	135.53
VERIZON WIRELESS(372347623)	100	2534	Telephone service	Telephone Service - wireless service for laptops from 10/21/21-11/20/21	266.07
WECO INDUSTRIES LLC	200	2360	O&M - collection systems	Collection System - leader hose with couplings for the vector truck	689.93
WILLIS PROFESSIONAL LAND SURVEYING INC	200	2325	Consulting services	Consulting Services - research/establish union easement	2,625.00
WORKSMART AUTOMATION, INC	200	2359	Maint- pump sta's & force main	Pump Stations - service call for Cayes Main Pump Station on 11/09/21	1,420.00
					\$ 206,361.76





**SAN RAFAEL SANITATION DISTRICT**  
**PAYMENT SUMMARY**  
 January 1, 2022 - January 31, 2022

Vendor/Payee	Memo	Class	Acct #	Account Name	Amount
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 12/15/21	200	2021	Uniforms	192.08
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 12/22/21	200	2021	Uniforms	213.73
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 12/29/21	200	2021	Uniforms	192.08
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 1/05/22	200	2021	Uniforms	192.08
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 1/12/22	200	2021	Uniforms	193.23
ATA TOWING LLC.	Claims and Deductibles - towing service for vehicle #8190 on 12/02/21	100	2051	Claims and deductibles	240.00
BAY AREA AIR QUALITY MANAGEMENT DIS	Pump Stations - San Pedro Pump Station annual permit renewal fee from 3/01/2022-3/01/2023	200	2359	Maint- pump sta's & force main	362.00
BAY PACIFIC PIPELINES, INC.	Francisco Blvd. East at Grange Avenue Sewer and Storm Drain Project - progress payment #2	300	4337	Sewer Rep Richmond St Bldg	275,388.17
BRELJE AND RACE LABORATORIES, INC	Collection System - testing for water samples collected on 11/06/21 at Brookdale Creek, Grand Ave., Linden Dell, and Lincoln Ave.	200	2360	O&M - collection systems	578.00
BRELJE AND RACE LABORATORIES, INC	Collection System - testing for water samples collected on 11/12/21 at Brookdale Creek, Grand Ave., Linden Dell, and Lincoln Ave.	200	2360	O&M - collection systems	210.00
BRELJE AND RACE LABORATORIES, INC	Collection System - testing for water samples collected on 11/17/21 at Brookdale Creek, Grand Ave., Lincoln Ave., and 6 Ross Valley Road	200	2360	O&M - collection systems	648.00
BWS DISTRIBUTORS	Safety - gas for gas detectors	200	2365	Safety equipment and supplies	240.35
BWS DISTRIBUTORS	Safety - repair to gas detector	200	2365	Safety equipment and supplies	270.43
CAL ASSOC. OF SANITATION AGENCIES	Memberships - annual membership dues for 2022	100	2131	Memberships and subscription	9,000.00
CALCON SYSTEMS, INC.	Pump Stations - troubleshooting breaker at Riviera Pump Station	200	2359	Maint- pump sta's & force main	643.75
CALIFORNIA CAD SOLUTIONS INC(CALCAD)	Facilities Mapping Services - miscellaneous projects July 2021 through December 2021	100	4188	Facilities mapping services	17,775.00
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - diagnose transfer switch problems with generator at Simms Street Pump Station	200	2359	Maint- pump sta's & force main	718.74
CALIFORNIA DIESEL & POWER INC. (CD&POWER)	Pump Stations - repair to Kohler generator, portable unit #8156	200	2359	Maint- pump sta's & force main	7,262.61
CALIFORNIA SANITATION RISK MGMT ATH	General Insurance - primary insurance renewal from 12/31/21-12/31/22	100	2059	General insurance	150,387.87
CENTRAL MARIN SANITATION AGENCY	CMSA Connection Fees - 1248 Fifth Avenue, The Village at LL Marina, 18 Woodland Place, and 850 Fourth Street	200	2210	Connection fees payable cmsa	44,206.38
CENTRAL MARIN SANITATION AGENCY	Debt Service - debt service on CMSA bonds due 3/01/22	400	4113	Sewage treatment - debt serv	359,113.11
CENTRAL MARIN SANITATION AGENCY	FOG Program - FOG control management from 10/01/21-12/31/21	100	4300	FOG Program	6,773.45
CENTRAL MARIN SANITATION AGENCY	Service Charges - third quarter service charges for 1/01/22-3/31/22	400	4112	Sewage treatment	1,394,258.45
CITY OF SAN RAFAEL	Contract with San Rafael - third quarter FY 2021-22 reimbursement	100	2361	Contract with San Rafael	860,371.60
CITY OF SAN RAFAEL	Vehicles - diesel and unleaded fuel charges for 10/01/21-12/31/21	200	2083	Parts and repairs vehicles	10,011.09
CSW/STUBER-STROEH ENGR GROUP INC.	Third Street Sewer Rehab. Project Lootens Place to Mary Street - design and construction related services through 11/07/21	300	4340	Third St. (Hayes to Ritter) (80)	14,444.75
DOWNEY BRAND LLP	Legal Services - legal services through 9/30/21	100	2713	Legal services	2,474.00
DOWNEY BRAND LLP	Legal Services - legal services through 10/31/21	100	2713	Legal services	1,284.50
DOWNEY BRAND LLP	Legal Services - legal services through 11/30/21	100	2713	Legal services	332.00
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - service and inspection of chemical tanks at pump stations from 12/01/21-12/31/21	200	2106	Odor control chemicals	1,624.55
GOLDSTREET DESIGN AGENCY, INC	Public Outreach - printing and mailing of FOG and wipes post cards (reorder)	100	2321	Public outreach	6,930.48
JACKSON'S HARDWARE	Pump Stations - two-sided tape used to attach pocket holders inside cabinet doors in pump stations	200	2359	Maint- pump sta's & force main	5.41
KIMLEY-HORN AND ASSOCIATES, INC.	2021 Sewer Pipe Repair and Replacement Project - 2021 sewer repairs pre-design study through 11/30/21	300	4349	2021 Sewr Pipe Repair/Repl (E	11,347.50
KIMLEY-HORN AND ASSOCIATES, INC.	Third Street Sewer Rehab. Project Lootens Place to Mary Street - design and construction related services through 11/30/21	300	4340	Third St. (Hayes to Ritter) (80)	1,725.00
MAHER ACCOUNTANCY	Accounting Services - January 2022	100	2717	Accounting services	3,600.00
MARIN MUNICIPAL WATER DIS	Water - 44 Lagoon Road from 10/15/21-12/15/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - 1271 Andersen Drive from 10/09/21-12/09/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - 3106 Kerner Blvd. from 10/14/21-12/14/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Andersen Drive from 10/09/21-12/09/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Castro Avenue from 10/13/21-12/13/21	200	2536	Water utility costs	653.56
MARIN MUNICIPAL WATER DIS	Water - Catalina Blvd. from 10/13/21-12/13/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - E Francisco Blvd. from 10/13/21-12/13/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - E Francisco Blvd. from 10/14/21-12/14/21	200	2536	Water utility costs	21.79
MARIN MUNICIPAL WATER DIS	Water - Montecito Road from 10/14/21-12/14/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - North San Pedro Road from 10/15/21-12/15/21	200	2536	Water utility costs	83.29

MARIN MUNICIPAL WATER DIS	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	200	2536	Water utility costs	83.29
MARIN ROTO-ROTER SEWER SERVICE, INC	200	2363	Standby services	750.00
MARIN ROTO-ROTER SEWER SERVICE, INC	200	2363	Standby services	410.00
MARIN ROTO-ROTER SEWER SERVICE, INC	200	2363	Standby services	1,500.00
MILLER PACIFIC ENGINEERING GROUP INC	300	4337	Sewer Rep Richmond SR Bridg	12,619.90
MUNICIPAL RESOURCE GROUP, LLC	100	2325	Consulting services	4,730.00
NUTE ENGINEERING INC	300	4338	Rehab of Beach Swr Bayside (	7,110.25
NUTE ENGINEERING INC	300	4337	Sewer Rep Richmond SR Bridg	1,066.50
NUTE ENGINEERING INC	300	4337	Sewer Rep Richmond SR Bridg	744.75
NUTE ENGINEERING INC	300	4155	N. Francisco/MRR Pump St (1)	8,078.25
PARK ENGINEERING, INC	300	4336	Francisco Blvd. East-Meaway(	25,075.72
PG&E (Application for svc)	300	4149	Third St / Fiberglass PS (10)	2,000.00
PG&E a/c 2480926202-5	200	2535	Electric utility costs	20,412.27
PIPE AND PLANT SOLUTIONS, INC.	300	4334	2019 Sewer Televising	38,269.18
ROY'S SEWER SERVICE INC	200	2360	O&M - collection systems	550.00
ROY'S SEWER SERVICE INC	200	2360	O&M - collection systems	350.00
ROY'S SEWER SERVICE INC	300	4342	2020-21 Sewer Improvement (I	13,488.43
SCHAAF & WHEELER, INC	300	4339	Woodland Pl/Ave & Octavia (8)	2,250.00
SCHAAF & WHEELER, INC	300	4337	Sewer Rep Richmond SR Bridg	270.00
SHEKOU MANAGEMENT, LLC	100	2133	Office & shop supplies	-40.41
STAPLES INC	100	2133	Office & shop supplies	56.25
STAPLES INC	100	2133	Office & shop supplies	314.10
STAPLES INC	100	2133	Office & shop supplies	127.24
TIFCO INDUSTRIES	200	2359	Maint- pump sta's & force main	106.52
US BANK CORPORATE PAYMENT	200	2359	Maint- pump sta's & force main	87.90
US BANK CORPORATE PAYMENT	200	2359	Maint- pump sta's & force main	104.81
US BANK CORPORATE PAYMENT	200	2359	Maint- pump sta's & force main	81.84
US BANK CORPORATE PAYMENT	200	2365	Safety equipment and supplies	36.94
US BANK CORPORATE PAYMENT	100	2534	Telephone service	1,699.37
US BANK CORPORATE PAYMENT	300	4339	Woodland Pl/Ave & Octavia (8)	246.00
US BANK CORPORATE PAYMENT	300	4339	Woodland Pl/Ave & Octavia (8)	246.00
US BANK CORPORATE PAYMENT	100	2534	Telephone service	135.53
VERIZON WIRELESS(372347623)	100	2534	Telephone service	266.07
WATER COMPONENTS & BLDG SUPPLY	200	2360	O&M - collection systems	422.25
WATER COMPONENTS & BLDG SUPPLY	200	2359	Maint- pump sta's & force main	6.22
				\$ 3,342,167.58

6.a.



February 2, 2022

Doris Toy  
District Manager  
San Rafael Sanitation District  
111 Morpew Street  
San Rafael, California 94901

Dear Ms. Toy:

Thank you very much for reaching out to Municipal Resource Group ("MRG") for professional consulting services to assist the San Rafael Sanitation District ("District") with implementation of the proposed workplan in MRG's Organizational Review and Analysis report, dated August 2021.

MRG is proposing a team of two experienced consultants – Mike Bakaldin and Patty Francisco. Combined they have extensive public sector and consulting experience in municipal management, public works, utilities, organizational development, and human resources. We look forward to working with you!

Sincerely,

Mary Egan  
CEO/Managing Partner  
MRG, LLC  
916-261-7547  
[egan@solutions-mrg.com](mailto:egan@solutions-mrg.com)



**San Rafael Sanitation District  
Implementation Workplan from the August 2021 Organizational Review and Analysis**

**Scope of Work**

The San Rafael Sanitation District is requesting to engage the services of MRG to assist with implementation of the proposed workplan in MRG's Organizational Review and Analysis report, dated August 2021.

MRG is proposing two experienced professionals to conduct this project for the San Rafael Sanitation District. Mike and Patty conducted the organizational review and prepared the report and analysis. They are familiar with the District and bring valued expertise to implement the next steps.

- Mike Bakaldin, an experienced consultant with 25+ years public sector service as Public Works Director at the City of San Leandro and Deputy General Manager of the Delta Diablo Sanitation District.
- Patty Francisco, an experienced consultant with 30+ years public sector service in human resources with the Metropolitan District of Southern California, the Community Redevelopment Agency for the City of Los Angeles, and the Southern California Regional Rail Authority/Metrolink.

The District requests the following services:

- Assist the District with the prioritization, scheduling and tracking of the workplan recommendations.
- Advise District staff on the implementation of various recommendations, as assigned.
- Provide training and coaching to District staff, as may be required, to implement the recommendations.
- Facilitate meetings to engage the District staff in the implementation of the workplan.

The District would also like to perform a compensation and classification study once workplan implementation is underway. MRG will prepare a separate proposal for that portion of the work whenever the District is ready to proceed.



### **Project Schedule**

MRG estimates that the workplan implementation will take up to six months to complete after approval by the District.

### **Project Fees**

All services performed under this Scope of Work shall be performed on a time and materials basis. MRG will invoice on an hourly basis at \$225 per hour for actual hours incurred on the project up to a not to exceed total of \$25,000. MRG anticipates that most of the work will be performed off-site or via video conference. If in-person meetings are requested, MRG will invoice for expenses that include mileage at the current IRS rate of \$.585 per mile, parking, and tolls. Documents will be delivered via email. Incurred costs of printing of documents and postage will be invoiced at cost as well, if requested.

Additional work not included in this proposal will be billed at \$225 per hour and will begin only after agreed upon between the District and MRG.

*The services of Consultant specifically do not include hiring, firing, evaluating or supervising of any Agency personnel. Also, Consultant shall not have contracting or signing authority or act in the position of a Director or represent a management position at commission or Board meetings.*

*[www.Solutions-MRG.com](http://www.Solutions-MRG.com)*

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 6.b.*



**DATE:** February 3, 2022

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

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

**SUBJECT:** Update on the Reimbursement Agreement with the City of San Rafael for Contract and Construction Management of the Third Street Rehabilitation Project

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**SUMMARY:**

At the December 10, 2021, Board meeting, the Board authorized the District Manager to execute a Reimbursement Agreement with the City of San Rafael for the Third Street Rehabilitation Project. The Project consists of the City's road improvements, Marin Municipal Water District's water pipeline improvements, and the District's sewer pipeline improvements. The District's sewer portion of the work consists of replacing approximately 1.2 miles of sewer main and 2,200 feet of sewer lateral. The Reimbursement Agreement that was presented at the last Board meeting was based on cost estimates, since the project's bid opening was on January 6, 2022.

On January 6, 2022, the City received and opened the following five bids:

Prime Contractor	Total Bid	Subcontractor for Sewer	SRSD Bid Schedule
<b>Ghilotti Bros., Inc.</b>	<b>\$18,248,707.54</b>	<b>JDB &amp; Sons Construction</b>	<b>\$3,871,760.00</b>
Ghilotti Construction Company, Inc.	\$19,125,364.00	None	\$5,744,795.00
Argonaut Constructors	\$19,149,212.50	None	\$4,301,085.00
Bauman Landscape and Construction, Inc.	\$20,897,991.00	JDB & Sons Construction	\$3,617,636.00
Thompson Builders Corporation	\$24,416,744.50	None	\$4,580,736.00

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

City staff anticipates that the construction contract for this project will be awarded at the February 7, 2022, City Council meeting.

**ANALYSIS:**

The Engineer's Estimate for the sewer portion of work is \$3,561,020.00. Ghilotti Bros., Inc. (GBI), with a bid of \$18,248,707.54, was the lowest responsible bidder for this project; and its subcontractor for the sewer portion of the work is JDB & Sons Construction, Inc., with a sub-bid of \$3,871,760.00. JDB was a sub-bidder for both GBI and Bauman Landscape and had the lowest bid both times for the sewer portion of the work. Although the bid items for the general conditions (mobilization, traffic management, water pollution control, construction layout, and street and sidewalk work) were the same for each bid, under GBI's contract, JDB would be performing the majority of these tasks (JDB bid for GBI \$3,871,760), and under Bauman's contract, Bauman would be performing the majority of them (JDB bid for Bauman \$3,617,636). GBI has worked with JDB in past projects as its subcontractor and has reported that they are a reputable company and are very capable of performing the sewer work on this project. Attached is JDB's Experience Statement.

Since the District's sewer work is included in the City's project, and to continue streamlining the project process, staff wishes to have the City's construction manager and inspector perform similar duties for the District. As presented at the December Board Meeting, City staff drafted a Reimbursement Agreement between the District and the City of San Rafael outlining each agency's duties and responsibilities and the District's reimbursement costs for the construction work, construction management, and inspection, which has been reviewed by both the District and the City's legal counsels. The construction work is based on the bid unit costs for the sewer work, and the construction management and inspection are based on the ratio of the sewer work cost from the entire project cost. Initially, based on CSW's engineering estimate, the sewer portion will be approximately 17.4% of the entire project, which is approximately \$203,300 for construction management, inspection, and material testing; and the engineering estimate for construction was \$3,290,000.

Now that we have received the bids and GBI is the lowest responsive bidder, staff is able to revise the numbers based on GBI's bid amounts and finalize the Reimbursement Agreement. Therefore, the revised numbers are as follows: The sewer portion will be approximately 21.2% of the entire project, which is approximately \$199,000 for construction management and inspection. The material testing will be invoiced separately. There is also an additional cost of \$180,700 for the District's share of the pavement restoration.

**FISCAL IMPACT:**

Construction (GBI/JDB)	\$3,871,760.00
Contingency (12.01%)	\$ 528,240.00
Construction Management & Inspection	\$ 199,000.00
Pavement Restoration Share	\$ 180,700.00
<u>Material Testing</u>	<u>\$ 100,000.00</u>
Total Amount	\$4,879,700.00

The estimate for construction work, construction management, inspection, pavement restoration, and material testing is approximately \$4,879,700.00, which will be reimbursed to the City of San Rafael.

The reimbursement costs will be funded under the 80-Year Life Cycle Sewer Replacement Program from the FY 2021-22 and FY 2022-23 Budget.

**ACTION REQUIRED:**

Board to consider the following options:

1. Staff recommends that the Board accept the final costs and direct the District Manager to proceed with executing the Reimbursement Agreement as adopted under Resolution 21-1241.
2. The Board may direct the District Manager to not execute the Reimbursement Agreement and to separately bid the sewer portion of the project and have SRSD staff manage and inspect the project. Staff does not recommend this option since this will delay the sewer portion of the work and will require heavy coordination with the City and contractors.

Attachments: Bid Summary  
 JDB & Son's Construction, Inc., Experience Statement  
 Reimbursement Agreement (Final Draft)

THIRD STREET REHABILITATION PROJECT - BID SUMMARY FOR SCHEDULE B-SANITATION DISTRICT

General Contractor	Engineer's Probable Cost	Ghiolotti Bros., Inc.	Bauman Landscape and Construction, Inc.		Argonaut Constructors	
			Price	Extension	Price	Extension
SubContractor	Item	Quantity	Price	Extension	JDB & Sons Construction	JDB & Sons Construction
			Price	Extension	Price	Extension
<b>BID SCHEDULE B- Sanitation District</b>						
<b>General Condition Items</b>						
B101 - Mobilization/ Demobilization - LS	1.00	\$323,730.00	\$47,480.00	\$47,480.00	\$40,000.00	\$40,000.00
B102 - Traffic Management - LS	1.00	\$81,000.00	\$300,000.00	\$300,000.00	\$100,000.00	\$100,000.00
B103 - Water Pollution Control - LS	1.00	\$20,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00
B104 - Construction Layout - LS	1.00	\$7,500.00	\$25,000.00	\$25,000.00	\$9,000.00	\$9,000.00
B105 - Utility Potholing - LS	1.00	\$15,000.00	\$47,500.00	\$47,500.00	\$47,500.00	\$47,500.00
<b>SubTotal</b>		<b>\$447,230.00</b>		<b>\$439,980.00</b>		<b>\$201,500.00</b>
<b>Street and Sidewalk Items</b>						
B106 - Asphaltic Concrete Grinding/Milling (2-inch) - SF	7,200.00	\$1.00	\$7,200.00	\$7,200.00	\$1.00	\$7,200.00
B107 - HMA - Pavement Overlay - TONS	100.00	\$200.00	\$340.00	\$340.00	\$245.00	\$24,500.00
B108 - Concrete Curb and Gutter (24-inch) - LF	352.00	\$100.00	\$35,200.00	\$35,200.00	\$68.00	\$24,640.00
<b>SubTotal</b>			<b>\$62,400.00</b>			<b>\$55,636.00</b>
<b>Sewer Items</b>						
B109 - 4" Sewer Lateral - LF	2,342.00	\$150.00	\$351,300.00	\$351,300.00	\$260.00	\$608,920.00
B110 - 6" Sewer Lateral - LF	79.00	\$200.00	\$15,800.00	\$15,800.00	\$260.00	\$20,540.00
B111 - 6" Sewer Main - LF	2,503.00	\$275.00	\$688,325.00	\$688,325.00	\$280.00	\$700,840.00
B112 - 8" Sewer Main - LF	2,121.00	\$300.00	\$636,300.00	\$636,300.00	\$300.00	\$636,300.00
B113 - 10" Sewer Main - LF	74.00	\$320.00	\$23,680.00	\$23,680.00	\$375.00	\$27,750.00
B114 - 12" Sewer Main - LF	1,194.00	\$340.00	\$405,960.00	\$405,960.00	\$400.00	\$477,600.00
B115 - 15" Sewer Main - LF	931.00	\$375.00	\$349,125.00	\$349,125.00	\$420.00	\$391,020.00
B116 - 18" Sewer Main - LF	281.00	\$400.00	\$112,400.00	\$112,400.00	\$550.00	\$154,550.00
B117 - Shallow Sanitary Sewer Maintenance Hole (SSMH) - EA	10.00	\$12,500.00	\$125,000.00	\$125,000.00	\$7,500.00	\$75,000.00
B118 - Standard SSMH - EA	10.00	\$20,000.00	\$200,000.00	\$200,000.00	\$8,500.00	\$85,000.00
B119 - Sanitary Sewer Relief Valve - EA	80.00	\$1,500.00	\$120,000.00	\$120,000.00	\$2,000.00	\$160,000.00
B120 - Sanitary Sewer Rodding Inlet - EA	9.00	\$1,500.00	\$13,500.00	\$13,500.00	\$2,500.00	\$22,500.00
B121 - Adjust Sanitary Sewer Manhole to Grade - EA	4.00	\$2,000.00	\$8,000.00	\$8,000.00	\$100.00	\$400.00
B122 - Adjust Sanitary Sewer Rodding Inlet to Grade - EA	1.00	\$2,000.00	\$2,000.00	\$2,000.00	\$80.00	\$80.00
<b>Subtotal</b>			<b>\$3,051,390.00</b>			<b>\$3,360,500.00</b>
<b>TOTAL AMOUNT FOR SEWER WORK</b>						
			<b>\$3,561,020.00</b>		<b>\$3,871,760.00</b>	<b>\$4,301,085.00</b>



THIRD STREET REHABILITATION PROJECT - BID SUMMARY FOR SCHEDULE B-SANITATION DISTRICT

General Contractor		Thompson Builders Corporation			Ghiolotti Construction Company, Inc.		
SubContractor	Item	Price	Extension	Price	Extension	Price	Extension
<b>BID SCHEDULE B- Sanitation District</b>							
<b>General Condition Items</b>							
	B101 - Mobilization/ Demobilization - LS	\$220,000.00	\$220,000.00			\$368,000.00	\$368,000.00
	B102 - Traffic Management - LS	\$100,000.00	\$100,000.00			\$88,000.00	\$88,000.00
	B103 - Water Pollution Control - LS	\$31,089.00	\$31,089.00			\$18,800.00	\$18,800.00
	B104 - Construction Layout - LS	\$43,822.00	\$43,822.00			\$4,500.00	\$4,500.00
	B105 - Utility Potholing - LS	\$20,000.00	\$20,000.00			\$288,000.00	\$288,000.00
	<b>SubTotal</b>		<b>\$414,911.00</b>				<b>\$767,300.00</b>
<b>Street and Sidewalk Items</b>							
	B106 - Asphaltic Concrete Grinding/Milling (2-inch) - SF	\$2.50	\$18,000.00			\$2.25	\$16,200.00
	B107 - HMA - Pavement Overlay - TONS	\$365.00	\$36,500.00			\$250.00	\$25,000.00
	B108 - Concrete Curb and Gutter (24-inch) - LF	\$98.00	\$34,496.00			\$85.00	\$29,920.00
	<b>SubTotal</b>		<b>\$88,996.00</b>				<b>\$71,120.00</b>
<b>Sewer Items</b>							
	B109 - 4" Sewer Lateral - LF	\$347.00	\$812,674.00			\$600.00	\$1,405,200.00
	B110 - 6" Sewer Lateral - LF	\$472.00	\$37,288.00			\$750.00	\$59,250.00
	B111 - 8" Sewer Main - LF	\$318.00	\$795,954.00			\$400.00	\$1,001,200.00
	B112 - 8" Sewer Main - LF	\$360.00	\$763,560.00			\$400.00	\$848,400.00
	B113 - 10" Sewer Main - LF	\$403.00	\$29,822.00			\$900.00	\$66,600.00
	B114 - 12" Sewer Main - LF	\$420.00	\$601,480.00			\$500.00	\$597,000.00
	B115 - 15" Sewer Main - LF	\$456.00	\$424,536.00			\$500.00	\$465,500.00
	B116 - 18" Sewer Main - LF	\$478.00	\$134,318.00			\$525.00	\$147,525.00
	B117 - Shallow Sanitary Sewer Maintenance Hole (SSMH) - EA	\$17,200.00	\$172,000.00			\$7,500.00	\$75,000.00
	B118 - Standard SSMH - EA	\$24,500.00	\$245,000.00			\$9,000.00	\$90,000.00
	B119 - Sanitary Sewer Relief Valve - EA	\$1,247.00	\$99,760.00			\$1,500.00	\$120,000.00
	B120 - Sanitary Sewer Rodding Inlet - EA	\$5,653.00	\$60,877.00			\$2,600.00	\$23,400.00
	B121 - Adjust Sanitary Sewer Manhole to Grade - EA	\$1,998.00	\$7,992.00			\$1,500.00	\$6,000.00
	B122 - Adjust Sanitary Sewer Rodding Inlet to Grade - EA	\$1,568.00	\$1,568.00			\$1,300.00	\$1,300.00
	<b>Subtotal</b>		<b>\$4,076,829.00</b>				<b>\$4,906,375.00</b>
<b>TOTAL AMOUNT FOR SEWER WORK</b>			<b>\$4,580,736.00</b>				<b>\$5,744,795.00</b>

THIRD STREET REHABILITATION PROJECT - BID SUMMARY FOR SCHEDULE A, B, C

Item	Bauman Landscape and Construction, Inc. Price	Extension	Thompson Builders Corporation Price	Extension
<b>BID SCHEDULE A- City of San Rafael</b>		<b>\$14,381,185.00</b>		<b>\$16,305,218.50</b>
A101 - Mobilization/ Demobilization - LS	\$1,530,000.00	\$1,530,000.00	\$775,000.00	\$775,000.00
A102 - Traffic Management - LS	\$1,200,000.00	\$1,200,000.00	\$100,000.00	\$100,000.00
A103 - Project Information Area Signs - LS	\$6,000.00	\$6,000.00	\$12,830.00	\$12,830.00
A104 - Water Pollution Control - LS	\$150,000.00	\$150,000.00	\$31,000.00	\$31,000.00
A105 - Construction Layout - LS	\$225,000.00	\$225,000.00	\$125,200.00	\$125,200.00
A106 - Utility Potholing - LS	\$190,000.00	\$190,000.00	\$20,000.00	\$20,000.00
A107 - Monument Preservation - LS	\$2,000.00	\$2,000.00	\$31,900.00	\$31,900.00
A108a - Temporary Traffic Signal System: 2nd and G Street (R) - EA	\$30,000.00	\$30,000.00	\$32,700.00	\$32,700.00
A108b - Temporary Traffic Signal System: 2nd & 4th Street (R) - EA	\$28,000.00	\$28,000.00	\$32,700.00	\$32,700.00
A108c - Temporary Traffic Signal System: (R) - EA	\$32,000.00	\$32,000.00	\$32,700.00	\$32,700.00
A201 - Clear and Grub - SF	\$10.00	\$100,000.00	\$0.20	\$2,000.00
A202 - Remove Asphalt - SF	\$10.00	\$270,000.00	\$2.10	\$56,700.00
A203 - Concrete Removal - SF	\$10.00	\$280,000.00	\$2.70	\$75,600.00
A204 - Curb/ Curb and Gutter Removal - LF	\$300.00	\$150,000.00	\$10.00	\$75,000.00
A205 - Street Light Removal - EA	\$950.00	\$2,100.00	\$1,189.00	\$8,323.00
A206 - Tree Removal - EA	\$25.00	\$30,400.00	\$1,189.00	\$38,048.00
A301 - Concrete Flatwork (Non-Traffic Rated) - SF	\$68.00	\$552,500.00	\$23.00	\$508,300.00
A302 - Concrete Flatwork (Traffic Rated) - SF	\$35.00	\$154,000.00	\$34.00	\$149,600.00
A303 - Concrete Vertical Curb - LF	\$68.00	\$102,000.00	\$73.00	\$109,500.00
A304 - Concrete Curb and Gutter (12-inch) - LF	\$115.00	\$345,000.00	\$63.00	\$189,000.00
A305 - Concrete Curb and Gutter (24-inch) - LF	\$125.00	\$275,000.00	\$88.00	\$193,600.00
A306 - Concrete Class IV Buffer - LF	\$110.00	\$55,000.00	\$94.00	\$47,000.00
A307 - Concrete Curb Ramp - SF	\$18.00	\$270,000.00	\$31.00	\$485,000.00
A308 - HMA - Intersection - TONS	\$240.00	\$144,000.00	\$313.00	\$167,800.00
A309 - HMA - AC Plug - TONS	\$315.00	\$472,500.00	\$376.00	\$564,000.00
A310 - HMA - Class IV Bikeway - TONS	\$240.00	\$48,000.00	\$313.00	\$62,600.00
A311 - HMA - Pavement Overlay - TONS	\$190.00	\$1,539,000.00	\$276.00	\$2,235,600.00
A312 - Pavement Fabric - SY	\$4.95	\$178,200.00	\$6.25	\$225,000.00
A313 - Pavement Repair - SF	\$15.00	\$90,000.00	\$19.00	\$114,000.00
A314 - Asphaltic Concrete Grinding/Milling - SF	\$1.00	\$321,000.00	\$5.80	\$1,861,800.00
A315 - Bollards - EA	\$1,100.00	\$36,300.00	\$1,878.00	\$61,974.00
A316 - Retaining Wall - SF	\$125.00	\$350,000.00	\$123.00	\$344,400.00
A316.1 - Soldier Pile - LF	\$350.00	\$315,000.00	\$300.00	\$270,000.00
A317 - Concrete Staircase (#8 Jessup St) (R) - LS	\$88,000.00	\$88,000.00	\$81,868.00	\$81,868.00
A318 - Catchment Fence - LF	\$20.00	\$6,400.00	\$250.00	\$80,000.00
A320 - Reinforcing Fibers (R) - LB	\$14.00	\$113,400.00	\$19.00	\$153,900.00
A401 - Lane Line Stripe - Detail 9 - LF	\$0.75	\$6,375.00	\$1.00	\$8,500.00
A402 - Center Line Stripe - Detail 22 - LF	\$2.50	\$5,000.00	\$2.70	\$5,400.00
A403 - Left Edge Line Stripe - Detail 25 - LF	\$1.50	\$1,050.00	\$1.25	\$875.00
A404 - Right Edge Line Stripe - Detail 27B - LF	\$1.50	\$2,850.00	\$1.15	\$2,185.00
A405 - Bike Lane Stripe - Detail 38 - LF	\$2.25	\$2,250.00	\$2.25	\$2,250.00
A406 - Bike Lane Stripe - Detail 39 - LF	\$1.50	\$2,250.00	\$1.60	\$2,400.00
A407 - Lane Stripe - Detail 40 - LF	\$5.00	\$700.00	\$6.25	\$2,187.50
A408 - Stop Bar/Limit Line (12-inch wide) - LF	\$5.00	\$6,500.00	\$7.50	\$9,750.00

THIRD STREET REHABILITATION PROJECT - BID SUMMARY FOR SCHEDULE A, B, C

Item	Bauman Landscape and Construction, Inc.		Thompson Builders Corporation	
	Price	Extension	Price	Extension
A409 - Bike Center Line Stripe - MUTCD Fig 9C-2 - LF	\$1.00	\$1,000.00	\$5.60	\$5,600.00
A410 - 6" Solid Yellow Stripe - LF	\$1.50	\$150.00	\$5.60	\$560.00
A411 - 6" Solid White Stripe - LF	\$1.50	\$6,000.00	\$5.60	\$22,400.00
A412 - Continental Crosswalk Stripe (24-inch wide) - SF	\$5.00	\$60,000.00	\$7.50	\$90,000.00
A413 - Ladder Crosswalk Stripe (24-inch wide) - SF	\$5.00	\$45,500.00	\$7.50	\$68,250.00
A414 - Pavement Markings - SF	\$5.00	\$35,000.00	\$9.00	\$63,000.00
A415 - Bike Lane Symbol w/Arrow and Green Thermoplastic - EA	\$1,000.00	\$20,000.00	\$1,065.00	\$21,300.00
A416 - Bike Intersection Green Boxes with White Stripe - EA	\$250.00	\$10,500.00	\$313.00	\$13,145.00
A417 - Bike Driveway Boxes w/Yellow Stripe and Green	\$275.00	\$11,825.00	\$313.00	\$13,459.00
A418 - Bike Sharrows - EA	\$100.00	\$600.00	\$131.00	\$786.00
A419 - Delireator (K71) - EA	\$325.00	\$14,300.00	\$313.00	\$13,772.00
A420 - Plastic Lane Separator - EA	\$350.00	\$5,950.00	\$250.00	\$4,250.00
A421 - Channelizer (A73C) - EA	\$100.00	\$2,700.00	\$157.00	\$4,239.00
A422 - Red Curb Paint - LF	\$3.50	\$7,000.00	\$4.40	\$8,800.00
A423 - Roadside Signs - EA	\$350.00	\$2,800.00	\$626.00	\$5,008.00
A501 - Storm Drain Pipe (4-inch) - LF	\$220.00	\$9,900.00	\$423.00	\$19,035.00
A502 - Storm Drain Pipe (6-inch) - LF	\$240.00	\$16,800.00	\$448.00	\$31,360.00
A503 - Storm Drain Pipe (8-inch) - LF	\$250.00	\$10,000.00	\$470.00	\$18,800.00
A504 - Storm Drain Pipe (12-inch) - LF	\$300.00	\$133,500.00	\$660.00	\$293,700.00
A505 - Storm Drain Pipe (15x24 Oval) - LF	\$570.00	\$28,500.00	\$536.00	\$26,800.00
A506 - Storm Drain Pipe (18-inch) - LF	\$570.00	\$39,900.00	\$476.00	\$33,320.00
A507 - Curb Inlet Conversion to Junction Structure - EA	\$5,400.00	\$91,800.00	\$12,640.00	\$214,880.00
A508 - Curb Inlet - EA	\$4,000.00	\$72,000.00	\$12,600.00	\$226,800.00
A509 - Catch Basin - EA	\$3,800.00	\$30,400.00	\$8,786.00	\$70,288.00
A510 - Maintenance Hole - EA	\$10,000.00	\$30,000.00	\$12,400.00	\$37,200.00
A511 - Sidewalk Underdrain - EA	\$1,600.00	\$8,000.00	\$11,857.00	\$59,285.00
A512 - Drop Inlet / Turning Structure - EA	\$8,000.00	\$40,000.00	\$11,857.00	\$59,285.00
A513 - Culvert Patch Repair - SF	\$20.00	\$10,000.00	\$55.00	\$27,500.00
A601 - Traffic Signal and Lighting System - West End - LS	\$271,000.00	\$271,000.00	\$394,000.00	\$394,000.00
A602 - Traffic Signal and Lighting System - East Street - LS	\$310,000.00	\$310,000.00	\$387,500.00	\$387,500.00
A603 - Traffic Signal and Lighting System - G Street - LS	\$260,000.00	\$260,000.00	\$330,000.00	\$330,000.00
A604 - Traffic Signal and Lighting System - Shaver Street at Third - LS	\$176,000.00	\$176,000.00	\$225,000.00	\$225,000.00
A605 - Traffic Signal and Lighting System - E Street - LS	\$194,000.00	\$194,000.00	\$275,000.00	\$275,000.00
A606 - Traffic Signal and Lighting System - D Street - LS	\$240,000.00	\$240,000.00	\$325,000.00	\$325,000.00
A607 - Traffic Signal and Lighting System - C Street - LS	\$204,000.00	\$204,000.00	\$275,000.00	\$275,000.00
A608 - Traffic Signal and Lighting System - B Street - LS	\$283,000.00	\$283,000.00	\$375,000.00	\$375,000.00
A609 - Traffic Signal and Lighting System - A Street - LS	\$216,000.00	\$216,000.00	\$300,000.00	\$300,000.00
A610 - Traffic Signal and Lighting System - Brooks Street - LS	\$206,000.00	\$206,000.00	\$300,000.00	\$300,000.00
A611 - Traffic Signal and Lighting System - Shaver Street at Second - LS	\$217,000.00	\$217,000.00	\$300,000.00	\$300,000.00
A612 - Street Light - Pedestrian - EA	\$9,850.00	\$68,950.00	\$12,300.00	\$86,100.00
A613 - Street Light - Roadway (R) - EA	\$8,000.00	\$32,000.00	\$10,000.00	\$40,000.00
A614 - Street Light Conduit and Conductors - LF	\$50.00	\$75,000.00	\$63.00	\$4,500.00
A615 - Pull Box - Electrical - EA	\$1,250.00	\$20,000.00	\$1,562.00	\$24,992.00
A616 - Electrical Service - EA	\$15,000.00	\$45,000.00	\$18,750.00	\$56,250.00
A617 - Electrical Service Conduit - LF	\$50.00	\$25,000.00	\$63.00	\$31,500.00

THIRD STREET REHABILITATION PROJECT - BID SUMMARY FOR SCHEDULE A, B, C

Item	Bauman Landscape and Construction, Inc. Price	Extension	Thompson Builders Corporation Price	Extension
A701 - 4-1.5" HDPE - LF	\$50.00	\$300,000.00	\$63.00	\$378,000.00
A702 - 2-1.5" HDPE - LF	\$50.00	\$175,000.00	\$63.00	\$220,500.00
A703 - Pull Boxes - Fiber Optic - EA	\$2,040.00	\$53,040.00	\$2,550.00	\$66,300.00
A704 - 6F SM - LF	\$3.20	\$14,400.00	\$4.00	\$18,000.00
A705 - 24F SM - LF	\$3.58	\$8,950.00	\$4.50	\$11,250.00
A706 - 144F SM - LF	\$7.50	\$71,250.00	\$9.00	\$85,500.00
A707 - Termination Trays - EA	\$675.00	\$10,125.00	\$840.00	\$12,600.00
A708 - Terminations - EA	\$62.00	\$6,240.00	\$65.00	\$7,800.00
A709 - Splices - EA	\$90.00	\$50,400.00	\$112.00	\$62,720.00
A710 - Testing - Bidirectional (OTDR and Power) - EA	\$645.00	\$32,250.00	\$806.00	\$40,300.00
A711 - Community Center Building Entrance - EA	\$16,650.00	\$16,650.00	\$20,000.00	\$20,000.00
A712 - Patch Cables - EA	\$45.00	\$450.00	\$187.00	\$1,870.00
A801 - Adjust Water Valve (Revocable) - EA	\$200.00	\$2,800.00	\$1,092.00	\$15,288.00
A802 - Adjust Water Meter Vertical (Revocable) - EA	\$500.00	\$7,500.00	\$1,092.00	\$16,380.00
A803 - Adjust Water Meter Horizontal - Includes Galvanized Pipe (R) - EA	\$1,500.00	\$18,000.00	\$1,092.00	\$13,104.00
A804 - Adjust Telecom Maintenance Hole (Revocable) - EA	\$600.00	\$1,200.00	\$2,728.00	\$5,456.00
A805 - Adjust Electric Pull Box (Revocable) - EA	\$250.00	\$1,750.00	\$2,828.00	\$19,796.00
A806 - Adjust Electric Vault (Revocable) - EA	\$1,500.00	\$3,000.00	\$5,457.00	\$10,914.00
A807 - Adjust Gas Valve (Revocable) - EA	\$250.00	\$2,500.00	\$1,091.00	\$8,728.00
A808 - Adjust Comcast Pull Box (Revocable) - EA	\$300.00	\$3,000.00	\$2,728.00	\$27,280.00
A809 - Adjust ATT Pull Box (Revocable) - EA	\$300.00	\$3,600.00	\$2,510.00	\$30,120.00
A810 - Adjust ATT Vault (Revocable) - EA	\$4,000.00	\$12,000.00	\$5,457.00	\$16,371.00
A811 - Relocate PGE Pull Box (Revocable) - EA	\$1,200.00	\$15,000.00	\$2,728.00	\$16,368.00
A812 - Adjust Sanitary Sewer Maintenance Hole - EA	\$500.00	\$2,500.00	\$1,878.00	\$9,390.00
A813 - Adjust Storm Drain Maintenance Hole - EA	\$650.00	\$7,800.00	\$5,527.00	\$27,635.00
A814 - Adjust Storm Drain Maintenance Hole - EA	\$2,400.00	\$2,400.00	\$1,878.00	\$22,536.00
A815 - Adjust Storm Drain Catch Basin - EA	\$3,200.00	\$12,800.00	\$2,754.00	\$27,540.00
A816 - Adjust/Relocate Fire Hydrant - EA	\$9,800.00	\$9,800.00	\$6,260.00	\$25,040.00
A901 - Tree Protection - LS	\$5.00	\$25,000.00	\$18,700.00	\$18,700.00
A902 - Plant Bed Preparation - SF	\$300.00	\$8,700.00	\$5.60	\$28,000.00
A903 - Organic Mulch - CY	\$400.00	\$16,800.00	\$65.00	\$1,885.00
A904 - 15-Gallon Trees - EA	\$120.00	\$10,680.00	\$258.00	\$10,836.00
A905 - Tree Grate Stakes - EA	\$12.00	\$18,000.00	\$2,378.00	\$211,642.00
A906 - Decomposed Granite Pavement - SF	\$4,800.00	\$67,200.00	\$7.00	\$10,500.00
A907 - Tree Grate with Frame - EA	\$265.00	\$50,350.00	\$3,130.00	\$43,820.00
A908 - Structural Soil - CY	\$36,000.00	\$36,000.00	\$131.00	\$24,890.00
A909 - Landscape Maintenance Period - LS	\$500.00	\$2,500.00	\$93,905.00	\$93,905.00
A910 - Discretionary Tree Replacement (Revocable) - EA	\$500.00	\$2,500.00	\$1,637.00	\$8,185.00
<b>BID SCHEDULE B - Sanitation District</b>		<b>\$3,617,636.00</b>		<b>\$4,580,736.00</b>
B101 - Mobilization/ Demobilization - LS	\$40,000.00	\$40,000.00	\$220,000.00	\$220,000.00
B102 - Traffic Management - LS	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
B103 - Water Pollution Control - LS	\$5,000.00	\$5,000.00	\$31,089.00	\$31,089.00
B104 - Construction Layout - LS	\$9,000.00	\$9,000.00	\$43,822.00	\$43,822.00
B105 - Utility Potholing - LS	\$47,500.00	\$47,500.00	\$20,000.00	\$20,000.00

THIRD STREET REHABILITATION PROJECT - BID SUMMARY FOR SCHEDULE A, B, C

Item	Bauman Landscape and Construction, Inc.		Thompson Builders Corporation	
	Price	Extension	Price	Extension
B106 - Asphaltic Concrete Grinding/Milling (2-inch) - SF	\$1.00	\$7,200.00	\$2.50	\$18,000.00
B107 - HMA - Pavement Overlay - TONS	\$245.00	\$24,500.00	\$365.00	\$36,500.00
B108 - Concrete Curb and Gutter (24-inch) - LF	\$68.00	\$23,936.00	\$98.00	\$34,496.00
B109 - 4" Sewer Lateral - LF	\$260.00	\$608,920.00	\$347.00	\$812,674.00
B110 - 6" Sewer Lateral - LF	\$260.00	\$20,540.00	\$472.00	\$37,288.00
B111 - 6" Sewer Main - LF	\$280.00	\$700,840.00	\$318.00	\$795,954.00
B112 - 8" Sewer Main - LF	\$300.00	\$636,300.00	\$360.00	\$763,560.00
B113 - 10" Sewer Main - LF	\$375.00	\$27,750.00	\$403.00	\$29,822.00
B114 - 12" Sewer Main - LF	\$400.00	\$477,600.00	\$420.00	\$501,480.00
B115 - 15" Sewer Main - LF	\$420.00	\$391,020.00	\$456.00	\$424,536.00
B116 - 18" Sewer Main - LF	\$550.00	\$154,550.00	\$478.00	\$134,318.00
B117 - Shallow Sanitary Sewer Maintenance Hole (SSMH) - EA	\$7,500.00	\$75,000.00	\$17,200.00	\$172,000.00
B118 - Standard SSMH - EA	\$8,500.00	\$85,000.00	\$24,500.00	\$245,000.00
B119 - Sanitary Sewer Relief Valve - EA	\$2,000.00	\$160,000.00	\$1,247.00	\$99,760.00
B120 - Sanitary Sewer Rodding Inlet - EA	\$2,500.00	\$22,500.00	\$5,653.00	\$50,877.00
B121 - Adjust Sanitary Sewer Manhole to Grade - EA	\$100.00	\$400.00	\$1,998.00	\$7,992.00
B122 - Adjust Sanitary Sewer Rodding Inlet to Grade - EA	\$80.00	\$80.00	\$1,568.00	\$1,568.00
<b>BID SCHEDULE C - MIMWD</b>		<b>\$2,899,170.00</b>		<b>\$3,530,790.00</b>
C101 - Mobilization/ Demobilization - LS	\$80,000.00	\$80,000.00	\$400,000.00	\$400,000.00
C102 - Traffic Management - LS	\$68,000.00	\$68,000.00	\$100,000.00	\$100,000.00
C103a - Install Welded Steel Pipe, Casing, 14-Inch Casing (Contractor Furnished) - LF	\$260.00	\$65,000.00	\$53.00	\$13,250.00
C103b - Install Welded Steel Pipe, Casing, 8-Inch - LF	\$95.00	\$453,150.00	\$39.00	\$186,030.00
C103c - Install Welded Steel Pipe, Casing, 6-Inch - LF	\$75.00	\$82,500.00	\$32.00	\$35,200.00
C103d - Install Welded Steel Pipe, Casing, 4-Inch - LF	\$70.00	\$14,700.00	\$23.00	\$4,830.00
C104 - Install Copper Pipe, 2-Inch - LF	\$60.00	\$12,600.00	\$15.00	\$3,150.00
C105 - Furnish And Install Fusible PVC (FPVC) Pipe, 8-Inch - LF	\$115.00	\$32,200.00	\$143.00	\$40,040.00
C106 - Pipeline Disinfection - LS	\$100,000.00	\$100,000.00	\$114,000.00	\$114,000.00
C107a - Install Valves - Welded, 8-Inch - EA	\$4,000.00	\$116,000.00	\$587.00	\$17,023.00
C107b - Install Valves - Welded, 6-Inch - EA	\$4,000.00	\$100,000.00	\$479.00	\$11,975.00
C107c - Install Valves - Welded, 4-Inch - EA	\$4,000.00	\$16,000.00	\$340.00	\$1,360.00
C108 - Install Valves - Non-Welded, 2-Inch - EA	\$2,000.00	\$4,000.00	\$152.00	\$304.00
C109a - Install Pipe Fittings - Welded, 8-Inch - EA	\$300.00	\$29,700.00	\$586.00	\$58,014.00
C109b - Install Pipe Fittings - Welded, 6-Inch - EA	\$300.00	\$9,900.00	\$479.00	\$15,807.00
C109c - Install Pipe Fittings - Welded, 4-Inch - EA	\$300.00	\$3,000.00	\$340.00	\$3,400.00
C110a - Install Pipe Fittings - Non-Welded, 8-Inch - EA	\$200.00	\$4,800.00	\$304.00	\$7,296.00
C110b - Install Pipe Fittings - Non-Welded, 6-Inch - EA	\$200.00	\$4,000.00	\$225.00	\$4,500.00
C111a - Make Connections To Existing Pipelines, 8-Inch - EA	\$6,000.00	\$96,000.00	\$6,300.00	\$100,800.00
C111b - Make Connections To Existing Pipelines, 8-Inch Line-Stop - EA	\$24,500.00	\$24,500.00	\$30,500.00	\$30,500.00
C111c - Make Connections To Existing Pipelines, 6-Inch - EA	\$6,000.00	\$66,000.00	\$6,300.00	\$69,300.00
C111d - Make Connections To Existing Pipelines, 6-Inch Fireline	\$5,000.00	\$10,000.00	\$14,300.00	\$28,600.00
C111e - Make Connections To Existing Pipelines, 6-Inch Line-Stop - EA	\$5,000.00	\$5,000.00	\$27,600.00	\$27,600.00
C111f - Make Connections To Existing Pipelines, 4-Inch Fireline	\$5,000.00	\$10,000.00	\$9,556.00	\$19,112.00
C111g - Make Connections To Existing Pipelines, 4-Inch Fireline	\$5,000.00	\$5,000.00	\$9,556.00	\$9,556.00
C111h - Make Connections To Existing Pipelines, 2-Inch Fireline	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00

THIRD STREET REHABILITATION PROJECT - BID SUMMARY FOR SCHEDULE A, B, C

Item	Bauman Landscape and Construction, Inc. Price	Extension	Thompson Builders Corporation Price	Extension
C112 - Install 2" Blowoff Assemblies - EA	\$2,500.00	\$5,000.00	\$3,094.00	\$6,188.00
C113 - Install Fire Hydrants - EA	\$7,000.00	\$91,000.00	\$6,136.00	\$79,768.00
C114a - Inst. Taps And Conn. For Service Laterals, Renew Or Insul 1- Inch Or Less - EA	\$1,500.00	\$51,000.00	\$2,970.00	\$100,980.00
C114b - Inst. Taps And Conn. For Service Laterals, Relocate Meter 1- Inch Or Less - EA	\$1,500.00	\$4,500.00	\$2,970.00	\$8,910.00
C114c - Inst. Taps And Conn. For Service Laterals, Renew Or Insulate 1-1/2 To 2-Inch - EA	\$1,500.00	\$22,500.00	\$2,970.00	\$44,550.00
C114d - Inst. Taps And Conn. For Service Laterals, Relocate Meter 1- 1/2 To 2-Inch - EA	\$2,000.00	\$4,000.00	\$2,970.00	\$5,940.00
C115a - Install Copper Service Pipe, 1-Inch - LF	\$70.00	\$56,700.00	\$252.00	\$204,120.00
C115b - Install Copper Service Pipe, 1-1/2 Inch Or 2-Inch - LF	\$80.00	\$36,800.00	\$252.00	\$115,920.00
C116a - Pavement Cut, Less Than 8-Inch - LF	\$4.00	\$5,080.00	\$3.30	\$4,191.00
C116b - Pavement Cut, 8-In Or Greater - LF	\$8.00	\$93,440.00	\$4.00	\$46,720.00
C117a - Pavement Removal, Less Than 8-Inch - SF	\$3.00	\$5,640.00	\$4.80	\$9,024.00
C117b - Pavement Removal, 8-In Or Greater - SF	\$5.00	\$120,150.00	\$5.00	\$120,150.00
C118 - Trench Excavation, Conventional - CY	\$65.00	\$125,450.00	\$214.00	\$413,020.00
C119 - Fur. & Pl. Imp. Backfill - Select Sand - CY	\$70.00	\$18,200.00	\$176.00	\$45,760.00
C120 - Fur. & Pl. Imported Backfill - Class II Ab - CY	\$70.00	\$39,200.00	\$171.00	\$95,760.00
C121 - Place Native Backfill - CY	\$80.00	\$1,600.00	\$66.00	\$1,320.00
C122 - Fur. & Pl. CDF - CY	\$250.00	\$295,000.00	\$225.00	\$265,500.00
C123 - Furnish And Place Temporary Pavement, 2-Inch Hot Mix - SF	\$1.50	\$38,865.00	\$3.20	\$82,912.00
C124a - Furnish And Place Permanent Pavement, 12-Inch Concrete - C124b - Furnish And Place Permanent Pavement, 7-inch through 10- inch AC Plug - SF	\$20.00	\$27,600.00	\$37.00	\$51,060.00
C124c - Furnish And Place Permanent Pavement, 2-inch through 6- inch AC Plug - SF	\$12.00	\$241,920.00	\$12.00	\$241,920.00
C124d - Furnish And Place Permanent Pavement, 3-inch Grind and C124e - Furnish And Place Permanent Pavement, 2-inch Grind and C124f - Slurry Seal - SF	\$8.00	\$35,040.00	\$11.00	\$48,160.00
C125a - Remove And Replace Misc Concrete, 4-Inch Thick Sidewalk C125b - Remove And Replace Misc Concrete, Curb & Gutter - LF	\$7.00	\$9,660.00	\$10.00	\$13,800.00
C126 - Sheetting And Shoring - LF	\$5.00	\$99,700.00	\$5.00	\$99,700.00
C127 - Excavation And Disposal Of Rock - CY	\$1.50	\$36,825.00	\$3.00	\$73,650.00
<b>Bid Alternative 1</b>	\$20.00	\$1,000.00	\$34.00	\$1,700.00
ALT1a - Type 60M Barrier - LF	\$85.00	\$4,250.00	\$143.00	\$7,150.00
ALT1b - Crash Cushions - EA	\$50.00	\$12,500.00	\$75.00	\$18,750.00
ALT1c - Duct - Concrete Curb and Gutter (12-inch) (Insert negative value) - LF	\$20.00	\$1,000.00	\$300.00	\$15,000.00
ALT1d - Duct - Concrete Curb (12-inch) (Insert negative value) - ALT1e - Duct - Channelizers (K71) (insert negative value) - EA	\$100.00	\$10,810.00	\$522.00	\$208,939.00
ALT1f - Duct - Plastic Lane Separator (insert negative value) - EA	\$41,200.00	\$41,200.00	\$215,064.00	\$215,064.00
ALT1g - Duct 6" Solid White Stripe (insert negative value) - LF	\$6,500.00	\$13,000.00	\$8,036.00	\$16,072.00
	(\$54.00)	(\$15,120.00)	(\$33.00)	(\$9,240.00)
	(\$28.00)	(\$7,840.00)	(\$28.50)	(\$7,980.00)
	(\$325.00)	(\$14,300.00)	(\$51.00)	(\$2,244.00)
	(\$350.00)	(\$5,950.00)	(\$153.00)	(\$2,601.00)
	(\$1.50)	(\$180.00)	(\$1.10)	(\$132.00)
		\$20,897,991.00		\$24,416,744.50

Schedule A, B, C

Experience Statement

**Job #160 [Sewer, Side Sewer]**

Project: Various Locations Pavement Renovation No. 16  
Location: Various Locations, San Francisco.  
Owner: City/County of San Francisco, Department of Public Works (SFDPW)  
Owner Contract #: 1951J  
Owner Contact: Resident Engineer, Hua Mei, (415) 309-5813 [hua.mei@sfdpw.org](mailto:hua.mei@sfdpw.org)  
Hydraulics Engineer Jane Kao (415) 558-4484 [jane.kao@sfdpw.org](mailto:jane.kao@sfdpw.org)  
General Contractor: MH Construction G/C Contact: Matthew Huey (415) 558-9778  
Contract: \$573,790 + CO's \$27,175.09 Value: \$600,965.09  
Description: Sub performing main sewer line & side sewer replacement  
Start: June 2013 Completion: January 2015 (planned completion May 2014)

**Job #170 [Storm Drain, Catch Basins, Culverts, Shoring, Structural Concrete]**

Project: Castro Streetscape Improvements  
Location: Castro Street between 18<sup>th</sup> Street & Market St, San Francisco.  
Owner: San Francisco Department of Public Works (SFDPW)  
Owner Project #: 2124J  
Owner Contact: Construction Manager, Ashley Hall, (415) 496-9704  
General Contractor: Ghilotti Bros, Inc. c/o PM, Bill McGivern (415) 454-7011  
Contract: \$298,600 + CO's \$7,000 Value: \$305,600  
Description: Repair and replacement of side sewers and catch basin & culvert construction.  
Start: 4/8/14 (sign-in) Completion: October 2015

**Job #193 [Sewer Replacement, Main, Shoring, Structural Concrete, SD, CB, Culvert]**

Project: Fulton Street Pavement Renovation & MUNI Forward  
Location: Fulton Street (various locations), San Francisco  
Owner: San Francisco Department of Public Works (SFDPW)  
Owner Project #: 2293J  
Owner Contact: R.E. Peter Liu (415) 919-8099  
General Contractor: Esquivel G&P c/o Thomas Rahill (415) 305-3476  
Value: \$308,340 CO's \$3,500 Final: \$314,460 (unit pricing) + Extra Costs: \$38,416.32  
Description: Main sanitary sewer replacement at the intersection of 25<sup>th</sup> Avenue and Fulton St. Storm drainage improvements at various intersections from 46<sup>th</sup> Ave to 25<sup>th</sup> Ave on Fulton St including new catch basins, culverts and large diameter manholes.  
Start: 11/16/15 (sign-in) Completion: December 2016

## Experience Statement

### **Job #209 [Sewer Replacement]**

Project: Lawton Street Pavement Renovation & Sewer Replacement

Location: Lawton Street between 19<sup>th</sup> & 7<sup>th</sup> Avenues

Owner: San Francisco Department of Public Works

Owner Project #: 2494J

Owner Contact: Jessie Blea, Project Manager (415) 954-2321

General Contractor: Esquivel Grading & Paving G/C Contact: Joe Miner, PM (415) 468-5700

Value: \$698,800 (unit pricing) Adjusted Contract: \$653,801.10 [joe@esquivelqg.com](mailto:joe@esquivelqg.com)

Description: Excavation, shoring and backfilling for sewer replacement over 12 block area; relocation and adjustment of various water facilities; restoring pavement; traffic re-routing.

Start: 3/14/17 Completion: April 2018

### **Job #222 [Sewer]**

Project: Crespi Sanitary Sewer

Location: 700 Coast Highway, Pacifica CA

Owner: City of Pacifica, Public Works Dept. 170 Santa Maria, Pacifica CA 94044

Owner Project #: C005A

Owner Contact: Louis Sun, Deputy Director – Wastewater (650) 738-6662 [sunk@ci.pacifica.ca.us](mailto:sunk@ci.pacifica.ca.us)

General Contractor: JDB & Sons Construction, Inc.

Contract: \$988,300.00 + CO's: \$118,944.05 Final Value: \$1,107,244.05

Description: Install approx. 799 LF of sewer mainline and in-place abandonment of 705 LF of sewer mainline within Linda Mar Pump Station, Taco Bell and Pacifica State Beach parking lots. Remove and replace approx. 63 LF 12" asbestos concrete pipe sanitary sewer mainline with new 12" HDPE by open trench, and install approx. 507 LV of 12" HDPE by trenchless jack and bore method. Install new sanitary sewer pipe and 3 manholes.

Start Date: 8/21/17 Completion: April 2018

### **Job #223 [Storm Drain, Catch Basin, Culvert, Shoring, Structural Concrete]**

Project: Octavia/Oak Enhancement Project

Location: 3 Locations, San Francisco [Oak St/Octavia, Oak St/Laguna, Laguna/Fell; 8<sup>th</sup> St/Market]

Owner: San Francisco Department of Public Works

Owner Project #: 2657J

Owner Contact: Roberto Diaz-Rivas, Asst. R.E. (415) 919-8073

General Contractor: R & S Construction Mgmt. G/C Contact: Matt Ramirez (661) 863-8782 Contract: \$378,000.00 + CO's: \$22,880.00 Value: \$400,880.00 R&S Job #533

Description: Provide storm drains, catch basins, culverts for sewer and water replacement project.

Start Date: 9/5/17 Completion: June 2018



Experience Statement

**Job #235 [Sewer Construction]**

Project: Cutler/Lgh/Wawona/Sloat Sewer Replacement  
Location: Cutler/Lgh/Wawona/Sloat Blvd, San Francisco, CA  
Owner: San Francisco Public Utilities Commission  
Owner Project #: WW-611  
Owner Contact: Peter Liu, RE (415) 919-8099 Peter.Liu@sfdpw.org  
General Contractor: JDB & Sons Construction, Inc.  
Contract: \$2,148,790,00 + CO's \$179,026.29 Value: \$2,327,816.29  
Description: GC- replace existing mainline sewer and street pavement. Replacing 12/15/18/2 and 27"  
VCP Main. Repave street within limits of sewer replacement and Construct new curb ramps.  
Start Date: 9/24/2018 Completion: 10/15/2019.

**Job #253 [Sewer Replacement]**

Project: Various Locations Pavement Renovation No. 38 & Sewer Replacement  
Location: Chestnut, Divisadero, Beach, Sacramento, Locust, Cherry, Spruce, Arguello, San Francisco, CA  
Owner: San Francisco Department of Public Works  
Owner Project #: 1000012552  
Owner Contact: Bo Sousa, PE, [Bo.Sousa@sfdpw.org](mailto:Bo.Sousa@sfdpw.org) 628-224-2229  
General Contractor: Esquivel Grading & Paving, Inc.  
Contract: \$5,615,450.00 + CO's Value:  
Description: Installation of over 7000 LF of mainline sewer replacement & associated items.  
Start date: April 2020 Completion: WIP

**Job #255 [Storm Drainage]**

Project: Geary Rapid West Of Van Ness Surface  
Location: Divisadero St & Presidio Heights, San Francisco, CA  
Owner: San Francisco Department of Public Works  
Owner Project #: 1000008388  
Owner Contact: Philip Chan, RE, [Philip.chan@sfdpw.org](mailto:Philip.chan@sfdpw.org) 628-219-9504  
General Contractor: Esquivel Grading & Paving, Inc.  
Contract: \$1,475,000.00 + CO's Value:  
Description: Performing storm drainage on various intersections on Geary Blvd., between Stanyan St & Gough St., including catch basins, culvert construction & mainline sewer lining.  
Start date: May 2020 Completion: WIP

**REIMBURSEMENT AGREEMENT BETWEEN  
THE CITY OF SAN RAFAEL AND SAN RAFAEL SANITATION DISTRICT  
FOR CONTRACT AND CONSTRUCTION MANAGEMENT OF THE  
THIRD STREET REHABILITATION PROJECT**

THIS REIMBURSEMENT AGREEMENT ("AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the CITY OF SAN RAFAEL, hereinafter referred to as "CITY", and the SAN RAFAEL SANITATION DISTRICT, hereinafter referred to as "SRSD", both located in the State of California, collectively the "PARTIES";

For good and valuable consideration, the PARTIES agree as follows:

**SECTION 1: RECITALS.**

- A. CITY plans to conduct corridor improvements along Third Street starting at Union Street and continuing to Second Street and along Second Street from Shaver Street to 4<sup>th</sup> Street, hereinafter the "ROADWAY PROJECT".
- B. As part of the ROADWAY PROJECT, the CITY will resurface the roadway along this identified portion of Third Street.
- C. SRSD plans to replace and/or repair sewer facilities within the identified portion of Third Street and Miramar Avenue, hereinafter the "PIPELINE PROJECT", in advance of the CITY's final roadway resurfacing associated with the ROADWAY PROJECT.
- D. For efficiency, SRSD has requested the CITY combine the PIPELINE PROJECT with the ROADWAY PROJECT resulting in a JOINT PROJECT and the CITY will manage integration of design plans, the bidding and award of the JOINT PROJECT.
- E. SRSD has separately contracted with the CITY'S design consultants CSW/ STUBER-STROEH ENGINEERING GROUP, INC. and KIMLEY HORN AND ASSOCIATES, INC. for the preparation of final bid documents prepared by the consultant.
- F. The CITY has filed for a CEQA exemption which discussed a JOINT PROJECT and is in the process of preparing design plans for the ROADWAY PROJECT.
- G. The San Rafael City Council and the Board of Directors of SRSD wish to enter into this AGREEMENT and collaborate for the completion of construction bid documents, Caltrans encroachment permit, solicitation of contractor bids, and construction for the JOINT PROJECT.
- H. The AGREEMENT provides that the CITY will manage the integration of design plans, Caltrans encroachment permit, and the bidding and the award of the JOINT PROJECT contract to the lowest responsive bidder, hereinafter referred to as "CONTRACTOR".
- I. CITY and SRSD wish to enter into this AGREEMENT to clarify the allocation of costs associated with the construction, management, and administration of the PIPELINE PROJECT.

## **SECTION 2: PROJECT COORDINATION**

- A.** All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties named in this Section. 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.

To: SRSD

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

To: CITY

Bill Guerin  
Public Works Director  
City of San Rafael  
111 Morpew Street  
San Rafael, CA 94901

- B.** SRSD. The District Manager shall be the representative of SRSD for all purposes under this AGREEMENT. Doris Toy is hereby designated as the Project Director for SRSD. SRSD's Project Director shall be responsible for all aspects of the progress and execution of this AGREEMENT on behalf of SRSD.
- C.** CITY. The Public Works Director shall be the representative of CITY for all purposes under this AGREEMENT. Bill Guerin, the Public Works Director, is hereby designated as the Project Director for CITY. CITY's Project Director shall be responsible for all aspects of the progress and execution of this AGREEMENT on behalf of CITY.
- D.** The Public Works Director is hereby declared to be the authorized CITY representative in administering this AGREEMENT. The SRSD District Manager is hereby declared to be the authorized SRSD representative in administering this AGREEMENT. Either Party may change its designated representative by providing written notice of the same to the other Party.

## **SECTION 3: SCOPE OF AGREEMENT**

- A.** The PARTIES acknowledge and agree that the sole purpose of this AGREEMENT is to set forth the PARTIES' responsibilities regarding the construction, management, inspection, and administration of the PIPELINE PROJECT portion of the JOINT PROJECT and to set forth the amount that SRSD will reimburse the City for its costs associated with the construction, management, and administration of the PIPELINE PROJECT.
- B.** The PARTIES agree that the services needed for the construction contracting, management, and administration of the PIPELINE PROJECT within the JOINT PROJECT include the tasks set forth below:
1. Public Bidding of the Joint Project;
  2. Construction management services of PIPELINE PROJECT;
  3. Payment to CONTRACTOR for PIPELINE PROJECT;

4. Construction Inspection of PIPELINE PROJECT and Procurement of Pipeline Materials; and
  5. Material testing services for the PIPELINE PROJECT, including, but not limited to, trench subgrade and backfill compaction and asphalt testing.
- C. The PARTIES agree and understand that as part of the JOINT PROJECT, there are various best practices and mitigation measures, that have associated costs, including but not limited to, the preparation of a construction risk management plan and traffic management plan.

#### **SECTION 4: DUTIES OF CITY**

- A. The CITY shall administer a public bid to construct the JOINT PROJECT with a separate bid item for the PIPELINE PROJECT, the plans and specifications for which are incorporated into CITY plans and specifications. Prior to including the PIPELINE PROJECT plans and specifications in the public bid, SRSD will review and provide any revisions to CITY for inclusion in the CITY plans and specifications. Prior to award and entering into a construction contract for the JOINT PROJECT, the CITY shall receive written authorization from SRSD of acceptance of the CONTRACTOR bid item or a portion of the CONTRACTOR'S bid item for the PIPELINE PROJECT.
- B. The CITY shall provide construction management for the JOINT PROJECT. CITY shall require CONTRACTOR to provide the CITY with Payment and Performance bonds for the JOINT PROJECT, all in accordance with the terms and conditions of the CITY contract, which shall be mutually agreed upon by the PARTIES, with the CONTRACTOR.
- C. CITY shall pay CONTRACTOR for the PIPELINE PROJECT in accordance with the unit bid prices and specifications approved by SRSD. No extra work on the PIPELINE PROJECT will be authorized by CITY or CONTRACTOR without prior written approval of SRSD. CONTRACTOR shall receive compensation for such SRSD approved extra work at the unit bid prices and in accordance with the specifications contained in the bid submitted by CONTRACTOR; insofar as such prices are applicable. Where existing contract bid items cannot be extended for payment of such SRSD approved extra work, a change order will be executed between CITY and CONTRACTOR only if such work and cost are authorized in advance by SRSD in writing. The request for approved extra work shall be sent to SRSD 's Project Manager, Tim Tran at [Tim.Tran@cityofsanrafael.org](mailto:Tim.Tran@cityofsanrafael.org).
- D. CITY or its representative shall be responsible for communicating SRSD's decisions regarding PIPELINE PROJECT to CONTRACTOR and coordinating the execution and implementation of SRSD decisions with CONTRACTOR on the PIPELINE PROJECT.
- E. CITY shall require CONTRACTOR to name SRSD as an additional insured on all insurance required to be obtained, including but not limited to CONTRACTOR general liability and automobile policies, and shall require that CONTRACTOR indemnify SRSD to the same extent as CITY under the JOINT PROJECT contract.
- F. CITY shall be responsible for the Project Administration and Construction Management of the JOINT PROJECT and will contract with a construction management firm, referred to herein as CONSULTANT, to provide these services. These services shall include: PIPELINE inspection, daily inspection reports, progress payment preparation, change

order preparation, schedule review, claims negotiation, meeting attendance, project reports, labor and wage compliance, utility coordination, project documentation, redline as-built plans, and overall project administration.

- G. CITY shall provide SRSD status updates and other Construction Management information needed to facilitate the construction of the PIPELINE PROJECT on a weekly or an "as needed" basis.
- H. CITY shall prepare and submit to SRSD invoices for CONTRACTOR costs associated with the PIPELINE PROJECT on a monthly basis.
- I. At the completion of the PIPELINE PROJECT, CITY shall prepare and submit invoice to SRSD for CONSULTANT costs associated with the construction management and administration of the PIPELINE PROJECT.

#### **SECTION 5: DUTIES OF SRSD**

- A. SRSD shall reimburse CITY for the PIPELINE PROJECT construction costs in accordance with the unit bid prices and specifications authorized in writing by SRSD. SRSD shall also reimburse CITY for any extra or changed work authorized by advanced written notice from SRSD's Project Manager, Tim Tran. SRSD shall review CITY progress payment estimates and provide CITY written notice approving or disapproving each progress payment estimate related to the PIPELINE PROJECT within fourteen (14) calendar days of SRSD receiving each progress payment estimate from CITY. SRSD will remit payment to CITY within twenty-one (21) calendar days following its approval of a PIPELINE PROJECT progress payment.
- B. SRSD shall review CONTRACTOR change orders for extra work on the PIPELINE PROJECT and provide CITY a written notice of approval or disapproval of extra work within three (3) days of receiving each request. SRSD shall be responsible for CONTRACTOR claims arising from SRSD's failure to timely approve or disapprove CONTRACTOR change orders for extra work.

SRSD shall be responsible for delays to the JOINT PROJECT which are a direct result of unavoidable delays in the work prosecution or completion of PIPELINE PROJECT. Unavoidable delays in the work prosecution or completion shall mean all delays resulting from causes beyond the CONTRACTOR'S control which they could not reasonably have anticipated and mitigated or avoided by the exercise of care, prudence, foresight, and diligence and which actually and necessarily cause a delay in the completion of the whole work. Any delay which results from SRSD changes in the amount of work to be done, the quantity of material to be furnished, or the schedule of other forces working concurrently for SRSD, shall be the responsibility of SRSD. Any delay caused by SRSD's or another PIPELINE PROJECT related utility's failure to provide for removal or relocation of existing main or trunkline utility facilities located on the construction site which are not identified with reasonable accuracy in the contract document, will be defined as right-of-way delays and will be paid for as outlined below.

Right-of-way delays will be considered unavoidable, and the responsibility of SRSD, to the extent that they actually and necessarily delay the CONTRACTOR'S completion of the whole work on the PIPELINE PROJECT. Unavoidable delays do not include delays caused directly or indirectly by the default, delay, or other breach of the CONTRACTOR or any subcontractor of the CONTRACTOR. Delays due to adverse weather conditions will be regarded as unavoidable only to the extent that they actually and necessarily cause a delay in completion of the whole work and to the extent that such condition could not reasonably have been anticipated and mitigated or avoided by the exercise of care, prudence, foresight, and diligence of the CONTRACTOR.

- C. In order to bear all costs associated with and arising from construction management and administration of the PIPELINE PROJECT within the JOINT PROJECT, SRSD shall reimburse CITY for 21.2% of all construction management CONSULTANT costs associated with the JOINT PROJECT. CITY shall prepare and submit an invoice for CONSULTANT costs at the completion of the PIPELINE PROJECT, which shall be paid within thirty (30) calendar days of receipt by SRSD.

Said reimbursement ratio of 21.2% was calculated based on the following estimate:

$$\frac{\$3,870,000 \text{ PIPELINE PROJECT IMPROVEMENTS}}{\$18,250,000 \text{ JOINT PROJECT IMPROVEMENTS}} = 21.2\%$$

SRSD shall reimburse CITY for CONSULTANT construction management and administration fees in the amount of \$199,000 at the completion of the PIPELINE PROJECT based upon the following calculation:

$$\begin{aligned} &\text{The CONSULTANT Construction Management fee is } \$938,300 \text{ (excluding} \\ &\text{materials testing).} \\ &\underline{21.2\% \times \$938,300 = \$199,000} \end{aligned}$$

- D. PARTIES agree to work cooperatively to renegotiate cost sharing of CONSULTANT fees for construction management and administration should there be a change in these fees or scope of the PIPELINE PROJECT.
- E. SRSD shall reimburse CITY for administration and trench cost savings from restoring the pavement using a straight trench versus the standard t-cut trench section described in the Marin County Uniform Construction Standards 2018 for the pipeline within the CITY'S ROADWAY PROJECT limit. SRSD and City have agreed on an amount of \$3.82 per square foot of trench within pavement restoration area, which is a total of \$180,700. CITY shall prepare and submit an invoice for this amount at the completion of the PIPELINE PROJECT, which shall be paid within thirty (30) calendar days of receipt by SRSD. All surface restoration for other PIPELINE PROJECT work outside the ROADWAY PROJECT boundaries shall be restored per the Marin County Uniform Construction Standards 2018 and City of San Rafael Pavement Restoration Matrix dated June 30, 2021 upon installation of the pipeline and restoration of the roadway pavement.
- F. CITY shall provide inspection services for all construction of the PIPELINE PROJECT. SRSD shall review and approve all submittals required by the PIPELINE PROJECT specifications within ten (10) calendar days of receipt by SRSD.

- G. CITY shall provide materials testing services for the PIPELINE PROJECT, including, but not limited to materials testing of the trench subgrade, backfill, and asphalt compaction used for trench restoration. The CONSULTANT shall track materials testing services separately between the PIPELINE PROJECT contract work and the ROADWAY PROJECT contract work. CITY shall include actual material testing for PIPELINE PROJECT on monthly invoices to SRSD. Sewer trench backfill material including but not limited to, crushed rock, class 2 aggregate base, control density fill and hot mix asphalt shall be provided by the CONTRACTOR and shall be paid per the SRSD Bid Item price for said items.

## **SECTION 6: PARTNERING**

- A. The PARTIES agree to participate in the Formal Collaborative Partnering Process described below with the project CONTRACTOR.
- B. Formal Collaborative Partnering for this project will start within 30 days of the issuance of the Notice to Proceed to CONTRACTOR and will include the following:
- a. CITY and CONTRACTOR will contract with an IPI Certified Independent Professional Neutral Partnering Facilitator;
  - b. A "Partnering Charter" containing the joint development of goals will be developed collaboratively between the CITY, MMWD, SRSD, and the CONTRACTOR;
  - c. A periodic, joint evaluation of the Partnering process;
  - d. Executive Level, Core Team, and Stakeholder Partnering;
  - e. A Partnering Follow-up Plan to resolve potential problems at the lowest possible level; and
  - f. A Training Plan for development of partnering skills.
- C. Participation in the formal partnering process will not void any portion of the contract. All rights and remedies set forth in the final contract will be preserved.

## **SECTION 7: MISCELLANEOUS TERMS**

- A. Term of Agreement: This AGREEMENT shall terminate upon SRSD acceptance of the completed PIPELINE PROJECT, provided that SRSD reimbursement and CITY and SRSD indemnification duties shall continue following the end of such term.
- B. Termination: This AGREEMENT may be terminated, without cause, by either Party, upon thirty (30) calendar days advance written notice to the other Party following CITY rejection of bids as provided herein, and may be terminated, with cause, by either Party, upon thirty (30) calendar days advance written notice to the other Party following the

notified Party's failure to cure or correct the cause of termination notice, within thirty (30) calendar days receipt of that notice.

- C. Amendment and Merger: This AGREEMENT contains all the terms and conditions made between the PARTIES to this AGREEMENT and may only be modified by written AGREEMENT signed by all the PARTIES to this AGREEMENT or their respective successors-in-interest. This writing is intended both as a final expression of the AGREEMENT between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this AGREEMENT. No modification of this AGREEMENT shall be effective unless and until such modification is evidenced by a writing signed by both PARTIES.
- D. Agreement Binding: The terms and provisions of this AGREEMENT shall extend to and be binding upon and inure to the benefit of the heirs, executors, and administrators or to any approved successor, as well as to any assignee or legal successor to any PARTIES to this AGREEMENT. Any terms of this AGREEMENT that by their nature extend beyond the term (or termination) of this AGREEMENT shall remain in effect until fulfilled and shall apply to both PARTIES' respective successors and assigns.
- E. Cooperation: The PARTIES pledge cooperation during the term of this AGREEMENT.
- F. No Third-Party Beneficiaries: Nothing contained in this AGREEMENT shall be construed to create, and the PARTIES do not intend to create any rights in third parties.
- G. Severability: If any term, covenant or condition of this AGREEMENT or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remainder of this AGREEMENT or the application of such term, covenants or conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.
- H. No Waiver: The waiver by either of the PARTIES of any default under this AGREEMENT shall not operate as a waiver of any subsequent breach of the same or any other provision of this AGREEMENT.
- I. Time is of the Essence: Time is of the essence with respect to the performance of every provision of this AGREEMENT for which time or performance is a factor. PARTIES agree to adhere to all deadlines stated in the approved project specifications.
- J. Mediation: Any dispute or claim in law or equity between the CITY and SRSD arising out of this AGREEMENT, if not resolved by informal negotiation between the PARTIES, shall be mediated. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution. If mediation is unsuccessful, the PARTIES may avail themselves of any other remedies.
- K. Applicable Law: This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.



L. No Presumption Regarding Drafter: The PARTIES acknowledge and agree that the terms and provisions of this AGREEMENT have been negotiated and discussed between the PARTIES and their attorneys, and this AGREEMENT reflects their mutual AGREEMENT regarding the same. Because of the nature of the negotiations, and discussions it would be inappropriate to deem any Party to be the drafter of this AGREEMENT. Therefore, no presumption for or against validity, or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this AGREEMENT.

M. Assistance of Counsel: Each Party to this AGREEMENT warrants as follows:

- a. That each Party had the assistance of counsel in the negotiation for, and the execution of, this AGREEMENT and all related documents; and
- b. That each Party has lawfully authorized the execution of this AGREEMENT.

N. Section Headings: The section headings contained in this AGREEMENT are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

O. Counterparts and Electronic Signatures: This AGREEMENT may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT by their duly authorized officers as of the day and year first above written.

CITY OF SAN RAFAEL

SAN RAFAEL SANITATION DISTRICT

\_\_\_\_\_  
Jim Schutz, City Manager

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

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Lindsay Lara, City Clerk

By: \_\_\_\_\_  
Cindy Hernandez, District Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert Epstein, City Attorney

By: \_\_\_\_\_  
Kerry L. Gerchow, Deputy County Counsel



**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 6.c*

**DATE:** February 3, 2022  
**TO:** Board of Directors, San Rafael Sanitation District  
**PREPARED BY:** David Nicholson, Senior Civil Engineer  
**APPROVED BY:** Doris Toy, District Manager/District Engineer  
**SUBJECT:** Update on the Bayside Acres Beach Sewer Improvement Project

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**SUMMARY:**

Staff continues to move forward with the Bayside Acres Beach Sewer Main Improvement Project alternatives. This update comprises the status of alternative design and public outreach.

Of the four alternatives, 1) Recondition the existing pipe in place, 2) Suspend a new pipe above the waterline along the shore, 3) Combined/shared pump systems, and 4) Individual private pumps, the first two were found to be infeasible. We have determined that the two feasible alternatives will require new sewer main pipes to be installed on Oak Drive, Marine Drive, and Point San Pedro Road. However, due to the County having plans to pave Point San Pedro Road in August 2022 with a subsequent work moratorium, staff has determined that installation of these new sewer main pipes will need to take place prior to the County's paving project. As a result, staff has tasked Nute Engineering with providing a design and bid package for the new sewer main installation, which we are referring to as Phase-A of the overall project. The proposed timeline for Phase-A is as follows:

- Advertise for Bids April 1<sup>st</sup>
- Open Bids April 28<sup>th</sup>
- Award Bid May 5<sup>th</sup>
- Construction June - August

For an update on public outreach, staff has been working with Rauch Communication Consultants to develop a public meeting and has set two dates for separate online presentations, February 22<sup>nd</sup> and 23<sup>rd</sup>. We will be sending emails to notify Bayside property owners of the public presentation approximate two weeks prior. In addition, staff and Rauch are developing an information packet to be issued to the property owners a week prior to the public meeting (see attached draft). Lastly, Rauch has recommended sending a press release to the general public, mainly to inform surrounding neighborhoods of the project in order to gain support.

At the public meeting, staff will present the alternatives and take comments from the Bayside property owners into consideration. This will constitute the last bit of compiled information needed to make a final alternative recommendation to the District Board. Staff then intends to

implement the alternative and begin design in the spring and summer of 2022. For the shared pump systems, the easement procurement will start at the design phase. Easement procurement will likely be more time consuming than design, possibly taking up to a year or more. Construction will not begin until the easements are all in place and could take from three to six months to complete. For the individual private pump systems, construction may start in late summer of 2022, which we anticipate could be completed in the spring of 2023.

**ACTION REQUIRED:**

This report is presented to the Board as information only. No action by the Board is required at this time.

Attachment: Project alternatives information package for Bayside Acres property owners.

## You Are Invited to a Public Meeting

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*San Rafael Sanitation District is undertaking a two-step process to safeguard against sewer spills in the Bayside area. First, the District will replace an aging sewer pipeline in the Bay with a new, secure pipeline in nearby streets. Second, it will replace the aging sewer laterals that connect 19 area homes and redirect those laterals to the new sewer main. The District is evaluating two alternative approaches for the laterals and pumps. The District is seeking input from affected property owners and other stakeholders before it selects one of the options and moves forward with construction.*

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*Although it is not accessible for inspection, we believe that the 50-year-old main sewer pipeline in the Bay is deteriorating and must be replaced before a break or clog spills raw sewage into the Bay. In addition, we know that the affected private lateral pipelines from the homes are deteriorating.*

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### Two meetings will be held.

Both meetings will provide identical information. Attend the one that is most convenient for you.

Tuesday February 22, 2022, at 1:00 PM

OR

Wednesday February 24, 2022, at 6:00 PM

### Purpose of the Meeting

District staff will explain the project's purpose, present the project alternatives and provide details.

You will have an opportunity to ask questions and get answers from District staff.

### For more information:

Call Dave Nicholson at: 415-458-5369

Email: davidn@cityofsanrafael.org

Web: <https://www.cityofsanrafael.org/sanitation-district-projects/>

## Bayside Acres Sewer Rehabilitation Project

There is a half-century-old main sewer pipeline located in the Bay near Point San Pedro Rd., Beach Rd., Marine Dr., and Oak Dr. in the Bayside Acres Development that is aging and must be replaced.

**Aging, Corroded, Main Sewer Pipeline and Manholes in the Bay.** The District has been unable to properly inspect or maintain the underwater sewer pipeline due to high tides, corroded manhole lids, and general inaccessibility. The District is increasingly concerned about the manholes. The original four-to-six-inch-thick concrete structure protecting the manholes has been corroded down to about two inches. Wave action will eventually cause a break in the manholes and pollute the Bay, lead to regulatory fines, and require costly cleanup and repair.

**In addition, the private lateral pipelines that run from homes to the main sewer pipeline in the Bay are also corroding and some are leaking.** Leaking laterals are allowing sea water to enter the sewer system and causing corrosion. These laterals must be replaced and, in most cases, redirected to a new, secure sewer main in the streets.

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*A lateral is the pipeline that carries sewage from individual homes to the main sewer.*

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The District is developing a plan to seal the old pipeline and manholes in the Bay, install a new pipeline in the streets, install new laterals and pumps from homes to the new pipelines.



A corroded manhole in the Bay.



A non-corroded manhole on land.

### Project Alternatives

**Move Sewer Mains Out of the Bay.** The District has conducted several surveys and engineering evaluations of the Bayside sewer and developed alternative approaches for upgrading or replacing it. The two alternatives that retain a pipeline within the Bay or along the shoreline have been determined infeasible. This is due to environmental permitting difficulties, excessive cost, and poor aesthetics.

The two remaining alternative require installation of new main sewer pipes in Oak Drive, Marine Drive and Point San Pedro Road. Therefore, the District will install new pipelines in these streets to receive the sewage.

**Two Alternatives to replace existing gravity laterals with new pressurized laterals and pumps:**

**Shared pumps.** New laterals from groups of two to four homes would be installed and sent to shared pumps that would pump sewage to the new sewer mains in the streets above.

**Individual private pumps.** New private laterals and individual private pumps would be installed for each home and send sewage to the new main sewer pipelines in the streets.

More detail on the four Alternatives is presented below.

## Decision-Making Process and Timeline

This February, the District will provide property owners within the project detailed information about the alternatives in a public meeting, answer questions and listen to comments. The District will also provide general outreach to the broader community. Staff will consider the public input with all the engineering, financial, regulatory, and other parameters and make a recommendation to the District Board.

We expect the District Board to select an alternative in March and direct staff to implement it.

**What is driving the project timing?** We know that private laterals are deteriorating from visual inspections and believe the 50-year-old main sewer in the Bay is also deteriorating and must be replaced before a break or clog spills sewage into the Bay. In addition, the County is resurfacing Point San Pedro Road this summer, which will start a 10-year moratorium on any construction in that street. Any sewer work in the road must be done before then or wait another decade.

New Main Sewer Pipeline Installation Timeline.

February	March	April	May	June	July	August
Hold Public Meetings.	Board selects an alternative.	Select sewer pipeline contractor.	Sewer pipeline construction. Work with property owners on lateral details.			County road sealing.

Construction of new pumps systems and laterals at homes would begin in the fall of 2022.

## Main Sewer Pipeline Options Considered

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### ALTERNATIVE-1: REHABILITATE THE EXISTING MAIN SEWER PIPELINE IN PLACE UNDERWATER (Infeasible)

Rehabilitating the existing pipeline is infeasible due to the difficulty of obtaining permits, the risk of a spill that could immediately contaminate the Bay, and the visual impact caused by new manholes that would rise about 10 feet above the waterline.

### ALTERNATIVE-2: CONSTRUCT A NEW ABOVE-WATER MAIN SEWER PIPELINE (Infeasible)

The above-water (along the shoreline) main sewer pipeline is infeasible due to the difficulty of obtaining permits, the risk of a sewer spill that could lead to immediate contamination of the Bay, and the visual impact caused by an elevated structure needed to secure the pipeline that would rise 10 feet or more above the shoreline along the pipeline's entire length.

### ALTERNATIVES-3 & 4: INSTALL NEW, SECURE MAIN SEWER PIPELINES IN THE STREETS (Recommended by Staff)

With these Alternatives, new sewer main pipes will need to be installed in Oak Drive, Marine Drive and Point San Pedro Drive. This new sewer main pipe project is being designed now and is expected to be approved by the Board in March.

## Pump and Lateral Alternatives

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### 3. SHARED RESIDENTIAL PUMPS

Install new laterals to newly installed shared pumps and sumps that would pump the sewage from a group of homes to the main sewer pipeline in the street.

Shared pump and sump locations are chosen to allow the laterals from each home to flow by gravity to the central pump and sump serving that home. These pump/sump locations have been determined most feasible and cannot be changed. However, the District would work with the property owners on any aesthetic actions to hide the pumps and control panels.

Install new main sewer pipelines in Point San Pedro Rd, , Marine Dr, and Oak Dr.

**The District would pay all construction and maintenance costs.**

**The District would be responsible for maintenance and would conduct on-site inspections up to three times per week as it does for all its pump stations. Additionally, District staff would need 24/7 access to the pump/sump stations to address any maintenance issues.**

**Some property owners would need to obtain easements for their laterals to cross their neighbors' properties.** The District has no authority here but could provide some help.

**The District would need to obtain easements** for the pumps and control panels and for the pressurized lines that go to the main sewer in Point San Pedro Road, Marine Drive, and Oak Drive.

**Easements would increase the cost and could extend the project timeline, which would increase the risk of a spill in the existing main sewer pipe.** Easement delays could add substantial time before the risky main sewer pipeline in the Bay could be secured.

### 4: INDIVIDUAL PRIVATE PUMPS

Install new private laterals and private individual sump and pump systems at each residence that would pump sewer water to newly installed gravity sewer main lines in Oak Drive, Marine Drive, and Point San Pedro Road. The District will work with each homeowner to determine the specific location and design of the pump and sump units, laterals and controls, and any aesthetic solutions to hide equipment.

The District would consider paying most or all construction costs.

Post construction, homeowners would be responsible for operating and maintaining their own pump systems.

One of the properties within the neighborhood has already installed a pump system and has been running it reliably for the past 30 years. More details on these pumps are on page x.

DRAFT



## Shared Pump Plan for Alternative 3, Shared Pump Stations

### (Beach Dr. and Oak Dr.)

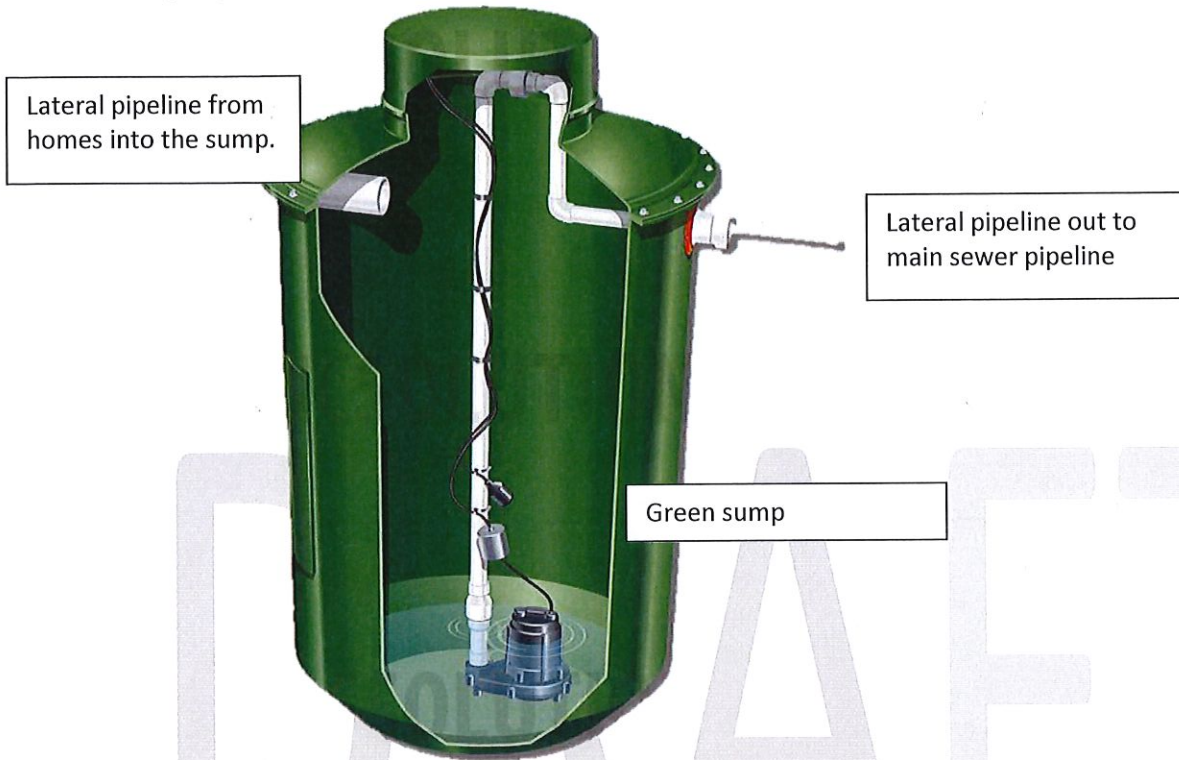
ADDRESS	PUMP	PUMP LOCATION	ACTIONS
50 Beach Drive	Existing Beach PS	Existing manhole located after end of Beach Dr.	None: no change to lateral location
51 Beach Drive			
53 Beach Drive			
193 Oak Drive	SPO1	New Easement between 191 and 193 Oak Drive	Redirect lateral to new easement
191 Oak Drive			
189 Oak Drive			Redirect the lateral on-site
187 Oak Drive			
185 Oak Drive			None, no sewer service
183 Oak Drive	SP02	Back Yard	Redirect the lateral on-site
181 Oak Drive	Existing manhole being converted to SP03.	Existing location on the bluff between 181 Oak and 179 Oak	No changes to lateral locations
179 Oak Drive			
177 Oak Drive			

### (Pt. San Pedro Rd. and Marine Dr.)

ADDRESS	PUMP	PUMP LOCATION	NOTES
11 Marine Drive	SP05	Back Yard	No change to lateral location
9 Marine Drive			
800 Pt. San Pedro Rd.	SP06	Back Yard	
816 Pt. San Pedro Rd.	SP07	Property Line	Redirect the lateral on-site
824 Pt San Pedro Rd.		Back Yard	3 units, 2 additional pumps
828 Pt. San Pedro Rd.	SP08	Under House	Redirect Lateral
832 Pt. San Pedro Rd.			
836 Pt San Pedro Rd	SP09	Back Yard	

## What Shared Pumps Look Like

The pumps are housed in a sump, which is like a barrel to hold sewage and provide backup storage.



The picture below shows a pump and sump combination under the blue lid. The control panel is the gray box on the wall. The pump and sump is buried underground and can be hidden behind fences, landscaping, painted, etc. Note that pumps at sites near sea level will need to be above ground.



## Individual House Pumps Plan for Alternative 4

### Marine Drive and Point San Pedro Road.

ADDRESS	PUMP	PUMP LOCATION	NOTES
11 Marine Drive	EP13	Under House	
9 Marine Drive	EP14	Back Yard/under deck	
800 Pt. San Pedro Rd.	EP15	Under House	
816 Pt. San Pedro Rd.	EP16	Under House	
824 Pt. San Pedro Rd.	EP17	Back Yard	2 units, 2 pumps
828 Pt. San Pedro Rd.	EP18	Under Deck	
832 Pt. San Pedro Rd.	EP19	Under House	
836 Pt. San Pedro Rd.	EP20	Under House	

### Beach Drive and Oak Drive

ADDRESS	PUMP	PUMP LOCATION	NOTES
50 Beach Dr.	EP01	Side Yard	
51 Beach Dr.	EP02	Front Yard	
53 Beach Dr.	EP03	Under stairwell	
193 Oak Dr.	EP04	In Basement	
191 Oak Dr.	EP05	Under House	Requires Protection
189 Oak Dr.	EP06	Back Yard underground	
187 Oak Dr.	EP07	Back Yard underground	
185 Oak Dr.	EP08	None	
183 Oak Dr.	EP09	Back Yard under deck	
181 Oak Dr.	EP10	Back Yard underground	
179 Oak Dr.	EP11	Side Yard underground	
177 Oak Dr.	EP12	Front Yard underground	

## Individual Pump System Questions and Answers

from a Neighbor with 30 Years' Experience Having a Pump in Their Home

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One of the properties within the affected neighborhood installed a pump system 30 years ago and has been running it without incident since then. We asked the property owner about their pump; their answers are below.

The pump has a low operating and maintenance cost estimated at about \$5 per month for electricity and an annual inspection by a plumber. Over the past 30 years of operation, this homeowner never had any issues during power outages.

**1. Q: How long has the pump been in place and functioning?**

A: Over 30 years

**2. Q: Have you experienced any issues since installing the pump (needs to rebuild or replace a pump)?**

A: Once over 20 years ago the pump was upgraded to a larger one because the first pump was too small.

**3. Q: How often and how much maintenance has it required since installed? Do you do have any yearly preventative maintenance?**

A: Yes, we check it out under the house to make sure it's not clogged. We are very diligent about NOT throwing anything other than biodegradable toilet paper down the toilet.

**4. Q: What kind of maintenance is typically needed/encountered?**

A: Not much maintenance is needed. All we do to ensure it's working, we set a certain time for it to go off every day and listen for the faint humming sound when it turns back on. There have been no problems with it.

**5. Q: How many gallons is the sump container?**

A: It's about 36x30. – Calculating the volume, that's about 132 gallons.

**6. Q: How have power outages affected its operation? And, how long can you use water during an outage before the holding tank fills up?**

A: There has been no problem with a power outage. When electricity comes back on, it resets itself.

[NOTE FROM DISTRICT STAFF: The sump is designed to hold about 3-days of light sewage use as a backup, and the pump has battery backup]

**7. Q: Do you have a backup generator to power the pump during an outage?**

A: We have found no need for a backup generator. However, we have one but haven't needed to use it.

**8. Q: How has having the pump affected your monthly electric bill?**

A: Don't realize any additional cost. However, I'm sure there has to be, but it's minimal.

**9. Q: When you installed the pump, did you need to make any upgrades to your electric panel and/or add any circuits?**

A: We didn't but that would be whatever additions your system would need.

**10. Q: Are there any odors associated with the system?**

**A:** A little smell inside the pump room under the house when the system is churning the waste disposal, but not within the house.

**11. Q: How and where do you vent the sump?**

**A:** For ventilation within the pump room itself we have a large cement cellar with a door, of course, and windows. For venting the pump and sump, a pipe vents outside.

**12. Q: Have you had any issues with the lateral (pressurized pipe between pump and sewer main)?**

**A:** No, never.

**Q: Can you hear the pump while inside your home? Does its operation interrupt your daily lives?**

**A:** No daily interruption

**13. Q: Do you have any alarms on the pump system and if so how often do they go off? (examples: pump fail, high water alarm, power outage, etc.)**

**A:** Yes we have an alarm on all of the system. Only has gone off a couple of times in 25 years when the power went out.

**14. Q: Are you more mindful about what gets flushed down the toilet, such as wipes, dental floss, or feminine products, etc.?**

**A:** Yes, you have to be prudent in maintaining your system. None of the above except biodegradable toilet paper.

**15. Q: Overall, are you glad you installed the pump? Were there any options to avoid installing the pump?**

**A:** We didn't see any other option. Very happy with the system that was installed.

**16. Q: What does it cost to maintain and operate the pump.**

**A:** NOTE THAT THIS RESPONSE IS FROM STAFF: The cost for electricity at PG&E's average peak rate of \$0.34/kwh would be about \$68 per year or about \$5.67 per month. Manufactures recommend an annual inspection by a plumber and claim that typical pumps last 20 to 30 years before requiring replacement. Local plumbers tell us that an annual inspection would cost about \$X.

## What Individual Home Pumps May Look Like

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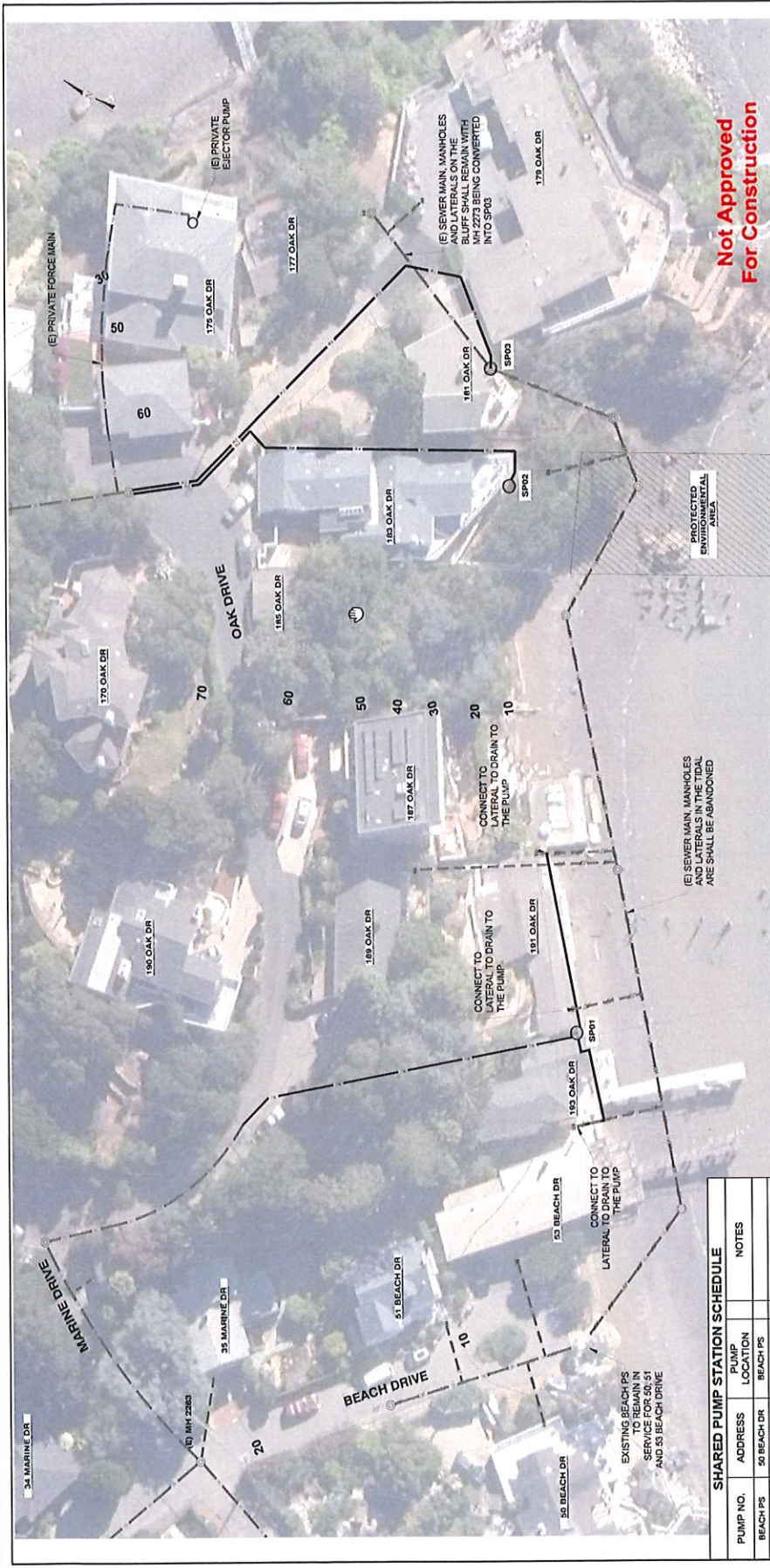
The picture below shows a duplex with two pumps in the ground and control panels on the wall.



Pump and sump combinations can be hidden. Here is a sump/pump under a house



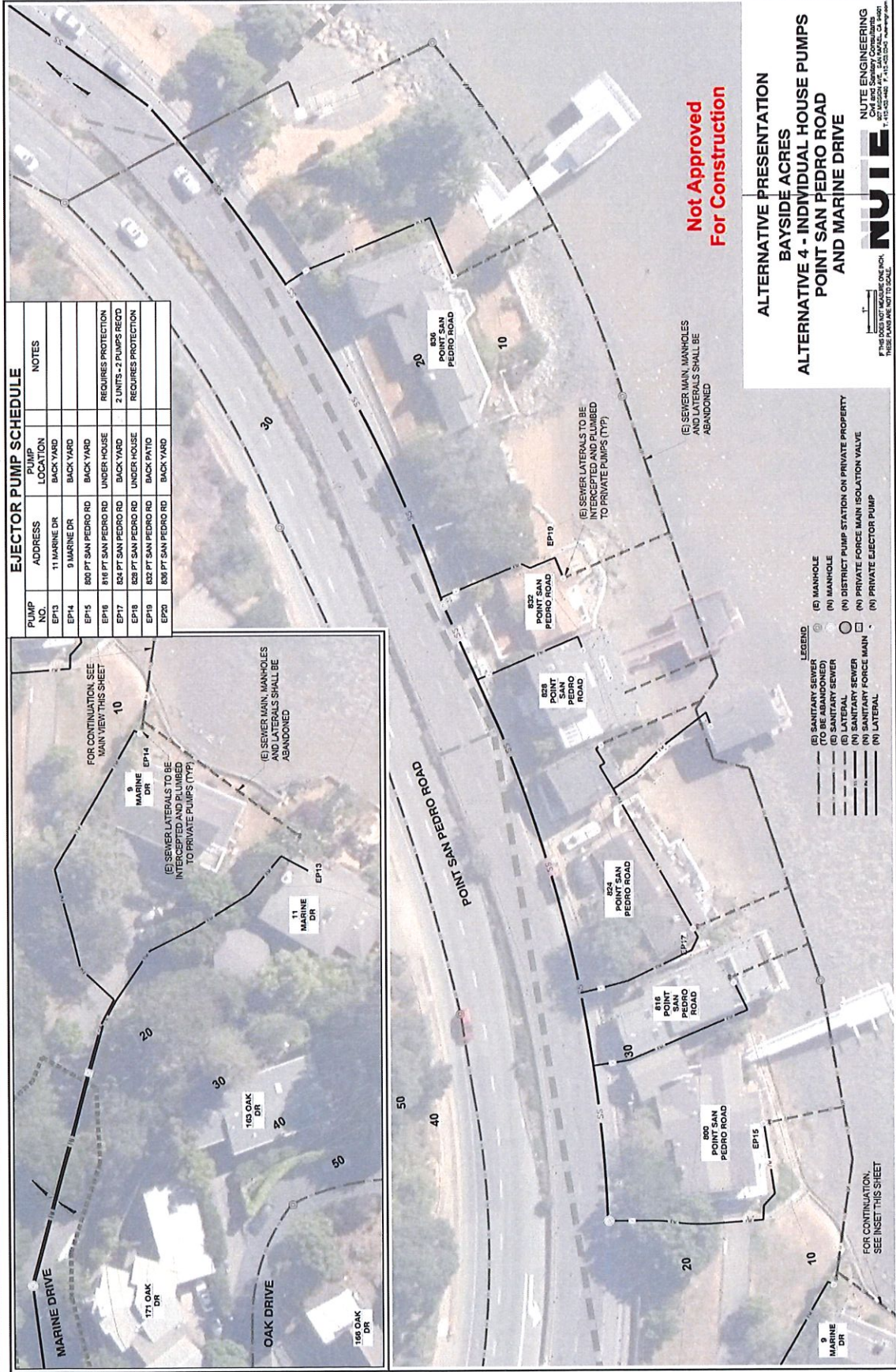
# Combined Residence Pump Station and Force Mains View -- SOUTH LINE

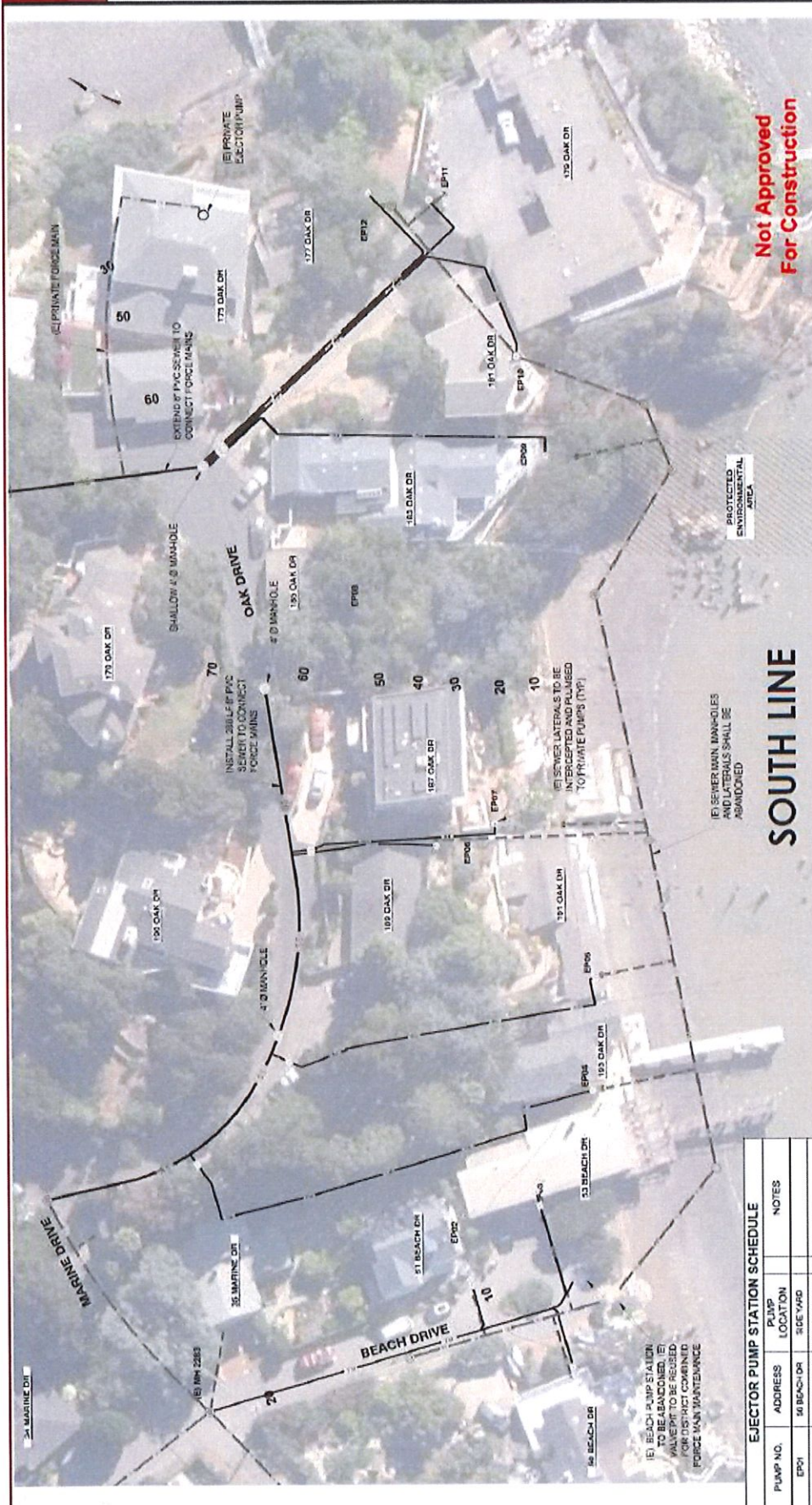






# Individual Private Pumps -- SOUTH LINE





Not Approved  
For Construction

ALTERNATIVE PRESENTATION  
**BAYSIDE ACRES**  
 ALTERNATIVE 4 - INDIVIDUAL HOUSE PUMPS  
 BEACH DRIVE, MARINE DRIVE  
 AND OAK DRIVE

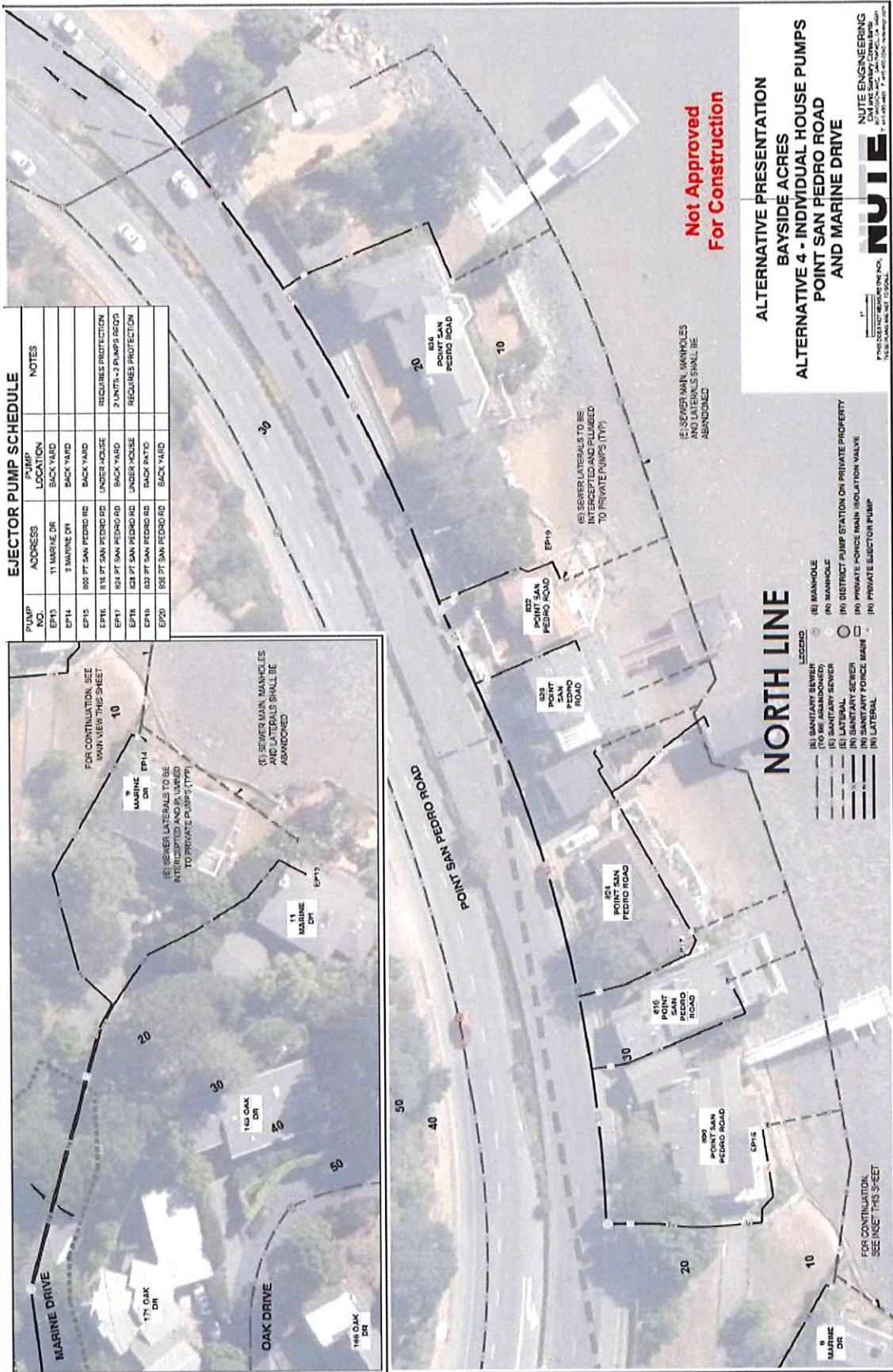
**NUITE**  
 NUTE ENGINEERING  
 11100 BAYVIEW BLVD. SUITE 100  
 BAYVIEW, MI 48164  
 TEL: 313.487.1100 FAX: 313.487.1101

SOUTH LINE

- LEGEND**
- (S) SANITARY SEWER
  - (A) SANITARY SEWER TO BE ABANDONED
  - (L) LATERAL
  - (P) PRIVATE FORCE MAIN
  - (M) MANHOLE
  - (PS) PRIVATE PUMP STATION
  - (IV) PRIVATE FORCE MAIN ISOLATION VALVE
  - (PI) PRIVATE SECTOR PUMP REQUIRED

EJECTOR PUMP STATION SCHEDULE			NOTES
PUMP NO.	ADDRESS	PUMP LOCATION	
EP01	56 BEACH DR	SIDE YARD	
EP02	51 BEACH DR	FRONT YARD	
EP03	53 BEACH DR	FRONT YARD	
EP04	193 OAK DR	IN-BASINMENT	
EP05	191 OAK DR	UNDER HOUSE	REQUIRES PROTECTION
EP06	189 OAK DR	BACK YARD	
EP07	187 OAK DR	BACK YARD	
EP08	185 OAK DR	BACK YARD	
EP09	183 OAK DR	BACK YARD	
EP10	181 OAK DR	BACK YARD	
EP11	179 OAK DR	SIDE YARD	
EP12	177 OAK DR	FRONT YARD	

# Individual Private Pumps -- NORTH LINE



## Matrix Comparing the Options and Alternatives:

KEY TO THE TABLE    **X** (infeasible)    = (equivalent)    + (superior)    - (inferior)

	MAIN SEWER PIPELINE OPTIONS			PUMP / LATERAL ALTERNATIVES	
	Rehabilitate in place	New Above Water	In the Streets	1. Shared Pumps	2. Individual Pumps
Permitting & Risk	<b>X</b> Sewer in the Bay	<b>X</b> Sewer above the Bay	+	=	=
Low Visual Impact	<b>X</b> Manhole above water	<b>X</b> Catwalk above water	+	- District staff inspections in yards	+
Ease of obtaining Easements (Timing)			+	<b>X</b> Public & Private Easements	+
Construction Cost	\$3.3 million	\$X million	+	- \$1.99 Million	+
DISTRICT Maintenance low cost & impact			+	- \$185,000 / Year \$9.25M /50 years	+
CUSTOMER Maintenance low cost & impact			+	+	- <\$300 / year each \$15,000 in 50 years
Timing before street paving			+	=	=
Design and construction challenges	<b>X</b>	<b>X</b> Remove asbestos pipe	+	=	=



**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item 7.a.*

**DATE:** February 3, 2022  
**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 2021-2022* 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 2021-2022

**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 22-1242**

**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 2021-22* 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 regular meeting held on February 3, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

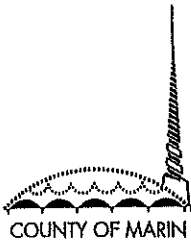
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**Kate Colin, Chair**

**ATTEST:**

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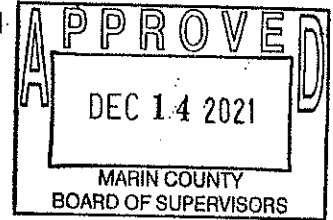
**Maribeth Bushey, Secretary**



DEPARTMENT OF FINANCE

Excellent and responsive fiscal leadership.

December 14, 2021



Roy Given, CPA  
DIRECTOR

Mina Martinovich, CPA  
ASSISTANT DIRECTOR

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

**Subject: 2021/2022 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:

- 2021/2022 Annual Statement of Investment Policy for funds managed by the Treasurer's office for the County, Schools, College and Special Districts; and
- 2021/2022 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 2021/2022 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 2021/2022 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

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

Alyssa Shiffman, Special Districts

Jean Bonander, Public Member

Roy Given, Director of Finance

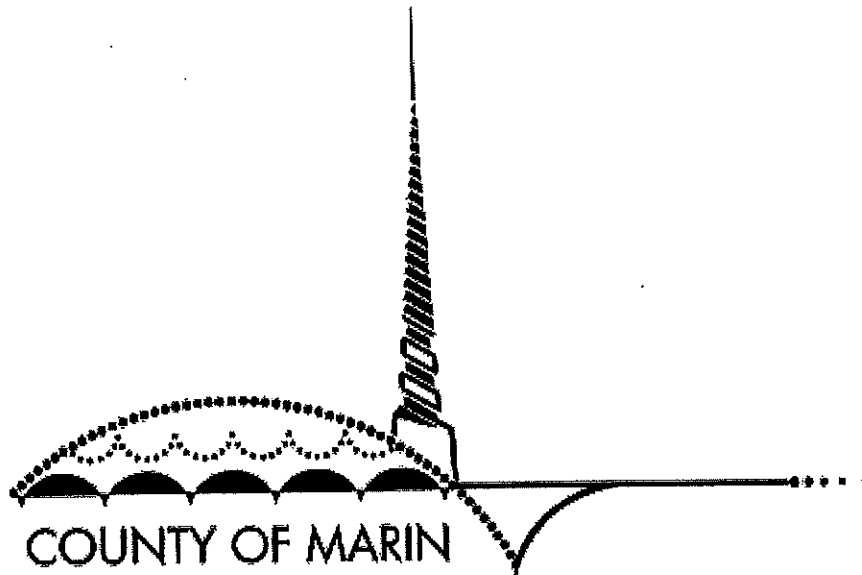
Marin County School Districts

Special Districts

MCERA

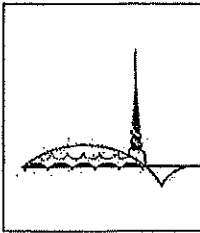


# **STATEMENT OF INVESTMENT POLICY**



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

***Fiscal Year 2021-2022***



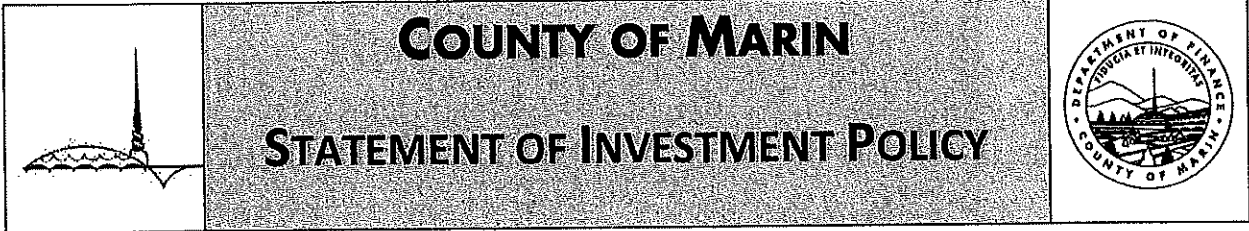
# COUNTY OF MARIN

## STATEMENT OF INVESTMENT POLICY



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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:**

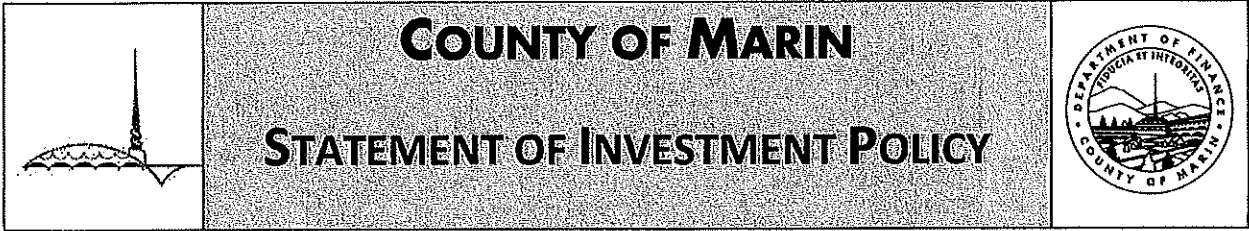
All funds on deposit in the County Treasury shall be invested in accordance with the California Government Code Sections 53600 et seq. and Sections 53639 et seq. to ensure:

- (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.



**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.

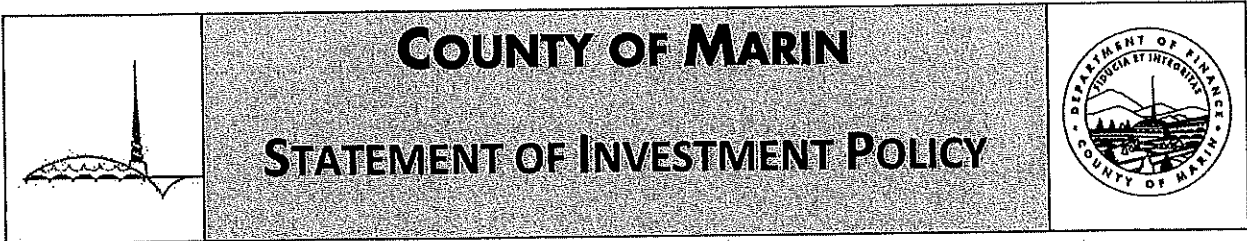
All investment decisions shall be made with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person acting, as a trustee, in a like capacity and familiarity would use in the conduct of funds of a like character and with like aims, to safeguard the principal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



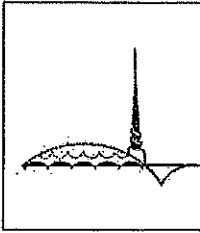
Capital Funds, Construction Funds, or money obtained through the sale of agency surplus property, may be invested by the Director of Finance in specific investments outside of the Pool provided the Director of Finance obtains written approval from the governing board of the County, School District or 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.



# COUNTY OF MARIN

## STATEMENT OF INVESTMENT POLICY



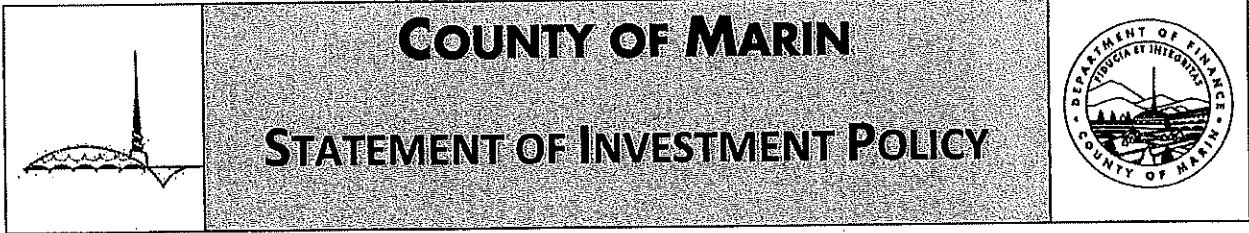
i) **Non-negotiable certificates of deposit (Time Deposits)** with a nationally or state-chartered bank or a state or federal association selected on the basis of financial stability, credit rating and reputation using criteria employed by the County Director of Finance fully collateralized at one hundred 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.



(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**

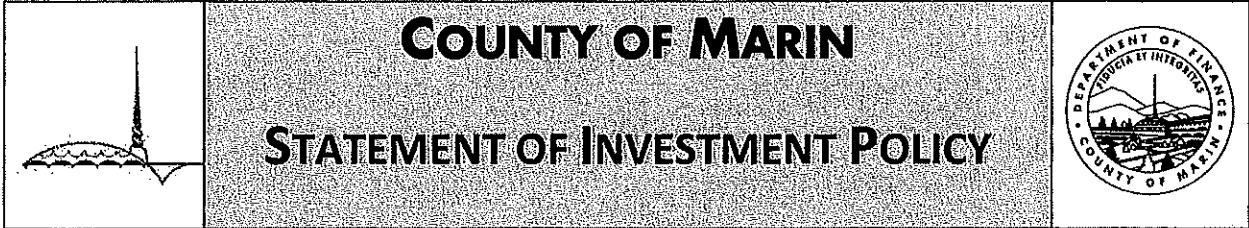
(a) The County Director of Finance shall not invest in any **Derivatives** such as inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages or any security bearing a rate of interest which is not known at the time of purchase.

(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.



#### **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.

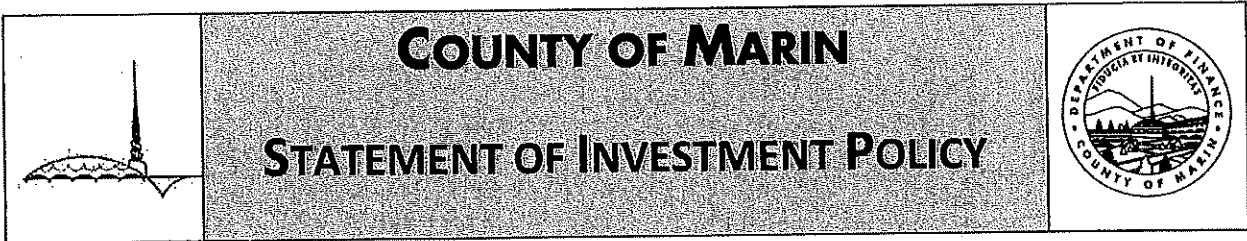
#### **10. SWAPS**

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.





## **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**

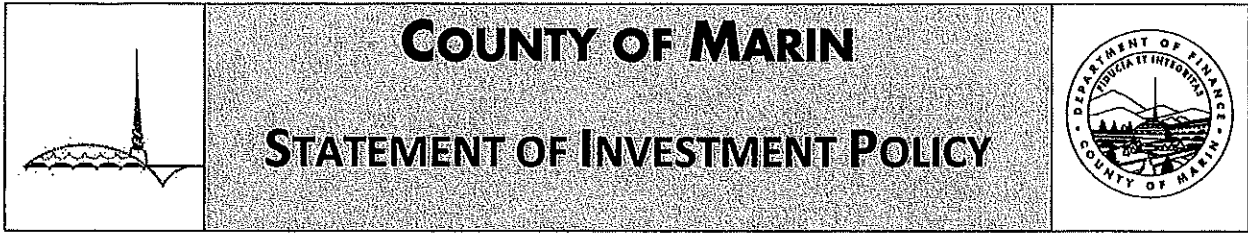
A member of the county treasury oversight committee, the County Director of Finance or County employees working in the Treasurer's office shall not accept honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other persons with whom the county treasury conducts business, consistent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

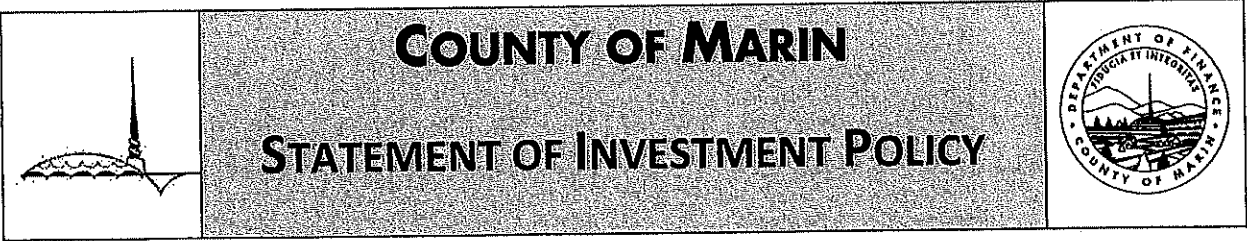
The Director of Finance shall prepare a monthly report listing all investments in the County Pool as of the last day of the month and a report of the average days to maturity and yield of investments in the County Pool. The Director of Finance shall also prepare a monthly report for all non-pooled investments. 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**

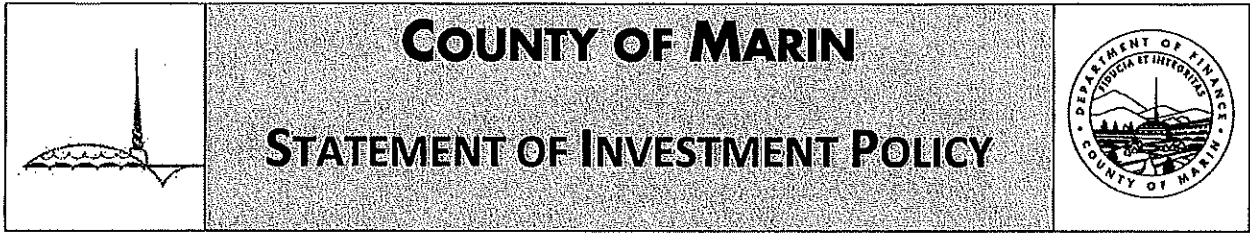
The County of Marin's banking and investment functions are mission critical and as such, the office must have a business continuity plan.

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, 2021

Roy Given  
Director of Finance

Reviewed and monitored by Marin Treasury Oversight Committee on  
October 14, 2021

Approved by Marin County Board of Supervisors on  
December XX, 2021

**Attachments:**

Exhibit 1 Marin County Nuclear Freeze Ordinance

Exhibit 2 Disaster/Business Continuity Plan

Exhibit 3 Authorized Investor List

## EXHIBIT A

### MARIN COUNTY NUCLEAR FREEZE ORDINANCE

#### 23.12.030 Prohibition against nuclear weapons, materials, and county contracts and investments.

The county of Marin is declared to be a nuclear-free zone.

(a) No person shall knowingly engage in any activity within the county, the purpose of which is the applied research, development, production, transport, deployment, launching, testing, maintenance or storage of nuclear weapons or components of nuclear weapons. Nor shall any person store, use, transport, or dispose of special nuclear material or nuclear waste within the jurisdiction of the county.

(b) The transportation of nuclear weapons, their fissionable components, and weapons-related nuclear material and wastes through the county on roadways, waterways, or in airspace regulated by preemptive state or federal law, in the interest of public health and safety, is subject to the following restriction:

(1) As to roadways which are within the exclusive jurisdiction of the county, transportation of such materials is prohibited.

(2) As to roadways which are demonstrably within the jurisdiction of the state or federal government, the county board of supervisors shall post as a regular monthly notice, once each month, in a newspaper of general circulation within the county the fullest description possible of any shipment of such material that has occurred that previous month, transported through or across the county by any means of transportation whatsoever.

(c) The county, nor any agent thereof, shall not make any contract with, or investments in, any nuclear weapons contractor.

(d) The county board of supervisors shall adopt a "peace conversion plan," and shall, within ninety days of the enactment of this chapter, establish a county peace conversion commission of not less than three or more than five members, which shall be comprised of volunteers from the community. The purpose of said commission shall be to divest the county, as a government entity, within two years of the adoption of the ordinance codified in this chapter, of all such existing prohibited investments or contracts held by it. Said commission shall:

(1) Conduct studies of existing county contracts and public fund investments with nuclear weapons contractors, and determine in which cases any reasonable alternative contract or investment exists, in a manner consistent with prudent investment policy, and mindful of the intent and purpose of this chapter. The commission shall further make regular reports to the county board of supervisors concerning the progress of said divestiture, listing the book value of remaining investments in nuclear weapons contractors.

(2) Identify those businesses presently existing and operating in the county, and those who have made application to the county, who are nuclear weapons contractors. The commission will be responsible for conducting a timely phase-out of nuclear weapons contractors from the county, and for insuring the smooth conversion of Marin County businesses to alternative work that is more consistent with the public welfare. For this purpose the commission shall solicit testimony from the public.

(Ord. 2924 § 4, 1986)

#### 23.12.040 Exclusions.

Nothing in this chapter shall be construed to prohibit:

(a) Any activity not specifically described in this chapter;

(b) Research in and application of nuclear medicine or other pure research unrelated to nuclear weapons;

(c) Beneficial or peaceful uses of the technology such as smoke detectors, light-emitting watches and clocks, and other consumer products; or

(d) Activities of the federal and state governments that are preempted by existing law.

(Ord. 2924 § 5, 1986)

#### 23.12.050 Notice and enforcement.

(a) The county is directed to install and maintain appropriate signs to be displayed at each ferry terminal, at GROSS Field Airport, and on all the major roads leading into the county, at or near the county line, including, but not limited to, the following:

- (1) U. S. Highway 101 (both ends);
- (2) State Highway 1 (both ends);
- (3) State Highway 17;
- (4) State Highway 37;
- (5) Fallon-Two Rock Road;
- (6) Tomales-Petaluma Road;
- (7) Chileno Valley Road;
- (8) Marshall-Petaluma Road;
- (9) Point Reyes-Petaluma Road; identifying Marin as a nuclear-free zone and making reference to this chapter. Further, the county must notify the federal government and other appropriate authorities that this law has been enacted.

(b) Before any further public funds shall be invested by the county in the stock, securities or other obligations of any corporation or business entity, the county board of supervisors shall require that said corporation or business submit to the peace conversion commission an affidavit certifying that neither it, nor its parent company, affiliates or subsidiaries are nuclear weapons contractors.

(c) The county is directed to require of each city incorporated within Marin County that, in addition to any other information deemed necessary by its business license officer, that any application for a business license within a city in the county shall state whether or not said business is a nuclear weapons contractor.

(d) Each violation of this chapter shall be punishable by up to one-year imprisonment and/or a fine of up to five thousand dollars. Each day of violation shall be deemed a separate violation. Residents of Marin shall also have the right to enforce this chapter by appropriate civil actions for declaratory or injunctive relief. Reasonable attorneys' fees in enforcing this chapter shall be awarded as is appropriate.

(Ord. 2924 § 6, 1986)

#### **Chapter 23.13 PEACE CONVERSION COMMISSION**

Sections:

23.13.010 Findings.

23.13.030 Review of purchases and investments.

23.13.040 Affidavit required.

23.13.050 Alternative products and exceptions.

23.13.060 Designation of nuclear weapons contractors.

23.13.070 Hearing.

23.13.080 Emergencies.

#### **23.13.010 Findings.**

Chapter 23.12 of this Code was enacted by the voters of the County of Marin by the initiative process. The County of Marin desires to establish procedures for hearings to be conducted by the peace conversion commission, in order to promote and enhance the purpose of chapter 23.12 while safeguarding the constitutional rights of individuals and organizations affected thereby.

(Ord. 2979 § 1, 1988; Ord. 2963 § 1 (part), 1987)

#### **23.13.030 Review of purchases and investments.**

The names of any company with which the county contracts, or in which the county treasurer invests, shall be provided to the peace conversion commission. If the commission, on the basis of its review of the names of such companies, determines by majority vote of the commissioners present that any of the companies may be deemed to be a nuclear weapons contractor, the commission shall send any such company a preliminary affidavit. The preliminary affidavit shall request information adequate for the peace conversion commission to determine

whether the company is, at the time it completes the affidavit, per the criteria in Marin County's Nuclear Free Zone Law, a nuclear weapons contractor.

If the company does not provide a reply within forty-five days of the affidavit having been sent to it, or if the company does provide a reply which contains information that the commission determines, by majority vote of the commissioners, that the company is, pursuant to the criteria in Marin County's Nuclear Free Zone Law, a nuclear weapons contractor, then the commission shall provide all county departments which arrange contracts and investments with the name of that company. Thereafter, the county shall refrain from entering into any contracts with, or investments in, the companies deemed to be nuclear weapons contractors, except as otherwise provided in this chapter.

(Ord. 3368 § 1, 2003; Ord. 3205 § 1, 1994; Ord. 3194 § 1, 1994; Ord. 2979 § 3, 1988; Ord. 2963 § 1 (part), 1987)

(Ord. No. 3502, § I, 2008)

#### **23.13.040 Affidavit required.**

If county departments have been notified by the peace conversion commission to refrain from contracting with, or investing in, a company, in accordance with section 23.13.030 of this chapter, the county departments shall not thereafter do so without first procuring an affidavit from such company. The affidavit shall request information adequate for the peace conversion commission to determine whether the company is, pursuant to the criteria in Marin County's Nuclear Free Zone Law, at the time it completes the affidavit, a nuclear weapons contractor.

If the company does not provide a reply within forty-five days of the affidavit having been sent to it, or if the company does provide a reply which contains information that the commission determines, by majority vote of the commissioners, shows that the company is, pursuant to the criteria in Marin County's Nuclear Free Zone Law, a nuclear weapons contractor, the county shall not, except as provided for in this chapter arrange to contract with, or invest in that company.

(Ord. 3368 § 2, 2003; Ord. 3290 § 1, 1999; Ord. 3194 § 2, 1994; Ord. 2979 § 4, 1988; Ord. 2963 § 1 (part), 1987)

(Ord. No. 3502, § II, 2008)

#### **23.13.050 Alternative products and exceptions.**

(a) Alternative products. If the commission finds that a company is a nuclear weapons contractor, or if the company does not return the prescribed affidavit, but the county desires to proceed with the contract or investment, the county shall request the peace conversion commission to determine whether a reasonable alternative to the proposed product, service or investment is available from a company that has not been deemed to be a nuclear weapons contractor. If the commission determines that no reasonable alternative is available, it will, within twenty days notify the county that it may enter into the contract or investment requested. If the commission does not, within twenty days, act on a department's request, the transaction may be completed. If the commission identifies what it considers to be a reasonable alternative product, service or investment, which is available from a nonnuclear weapons entity, and if such an alternative is also considered reasonable by the county involved, the county shall carry out the transaction with the entity not deemed to be a nuclear weapons contractor. If the county department involved does not consider the product, service or investment provided by the commission-recommended, nonnuclear weapons entity to be a reasonable alternative to that provided by the company deemed to be a nuclear weapons contractor, the county may appeal to the board of supervisors. The decision of the board of supervisors shall be final.

(b) Urgency situations. In the event that a county department considers the need to arrange a transaction to be too urgent to wait for a regularly scheduled meeting of the peace conversion commission, the department may contact the chair or vice chair of the peace conversion commission to request immediate permission to complete a transaction. Under appropriate circumstances of urgency, the chair or vice chair may grant such permission. All such urgency grantings will be reported to the commission at its next regular meeting.

(c) If a contract is required by state or federal law to be let by competitive bidding to the lowest responsive bidder, such contract shall be deemed to have no reasonable alternative without the necessity of applying to the commission for permission to enter into the contract.

(Ord. 3368 § 3, 2003; Ord. 3290 § 2, 1999; Ord. 2963 § 1 (part), 1987)

**23.13.060 Designation of nuclear weapons contractors.**

All affidavits shall be filed with the peace conversion commission immediately upon receipt, along with a complete description of the transaction. If the commission, or its designated representative, believes that, notwithstanding execution of the affidavit, a contractor, vendor, corporation or business entity is a nuclear weapons contractor, the commission shall, within fifteen working days following receipt of the affidavit or affidavits, notify the director of purchasing or the county treasurer that it challenges the affidavit or affidavits. The notice shall specify the facts and evidence upon which the commission's challenge is premised. The director of purchasing, the county treasurer or the contractor, vendor, corporation or business entity may, within ten days of the notification, request in writing, a hearing before the commission. If a hearing is not requested, the commission's challenge shall be deemed justified and the transaction may not be completed or continued. Failure to request a hearing for any particular transaction shall not be deemed a waiver of the right to request a hearing with respect to any other transaction.

(Ord. 3194 § 3, 1994; Ord. 2979 § 5, 1988; Ord. 2963 § 1 (part), 1987)

**23.13.070 Hearing.**

The commission shall, upon receipt of a request for hearing, schedule the hearing not later than ten working days thereafter. The party who requests the hearing shall be entitled, as a matter of right, to a continuance of not more than ten working days to allow the party to investigate the commission's data and procure witnesses.

The hearing shall be public and shall be conducted before the commission or a committee thereof, as determined by the commission.

The presiding officer of the commission shall conduct the hearing and determine all questions of evidence and procedure. The hearing shall be conducted and evidence received and considered in accordance with the provisions of Government Code, Sections 11513 and 11514, insofar as they are applicable. The commission shall have the burden of proof and the burden of going forward with evidence.

Within three days following the conclusion of the hearing, the commission shall render a decision and set forth the basis for its decision in writing.

Any person aggrieved by a decision of the commission may appeal its decision to the board of supervisors by filing a written appeal with the clerk of the board within ten working days from the date of rendition of the commission's decision. The board of supervisors shall consider the matter de novo, and its decision shall be final.

(Ord. 2963 § 1 (part), 1987)

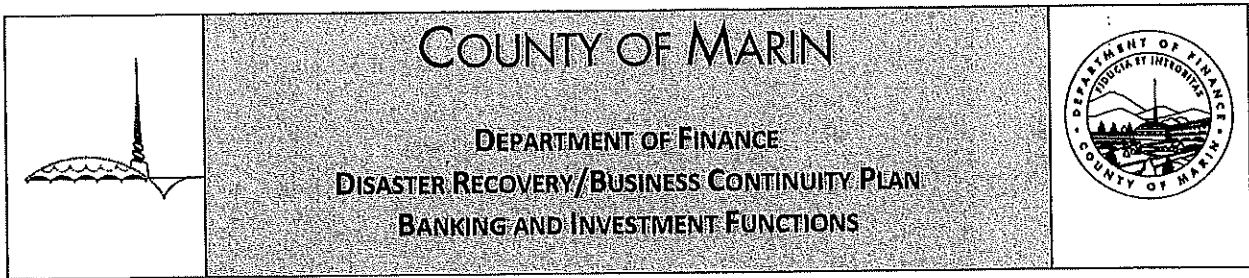
**23.13.080 Emergencies.**

The provisions of this chapter shall not apply to contracts which involve essential products during an emergency which poses an immediate threat to life, public safety or property.

(Ord. 2979 § 6, 1988; Ord. 2963 § 1 (part), 1987)



## EXHIBIT B



### **Scope**

The County of Marin's banking and investment functions are mission critical. As such, the Treasurer's office must have a Disaster/Business Continuity Plan in place. In the event we are unable to operate from our office, the plan shall be activated. Periodically, the plan shall be tested.

The plan's goal is to protect and account for all funds on deposit with the county and to be able to continue our banking and investment functions for all participants in the event of occurrence (earthquake, fire, pandemic, or other event) which disrupts normal operations.

### **Chain of Command**

The chain of command shall be in the order of "authorized persons" as identified in the Statement of Investment Policy, item 3.

### **Continuity Procedure**

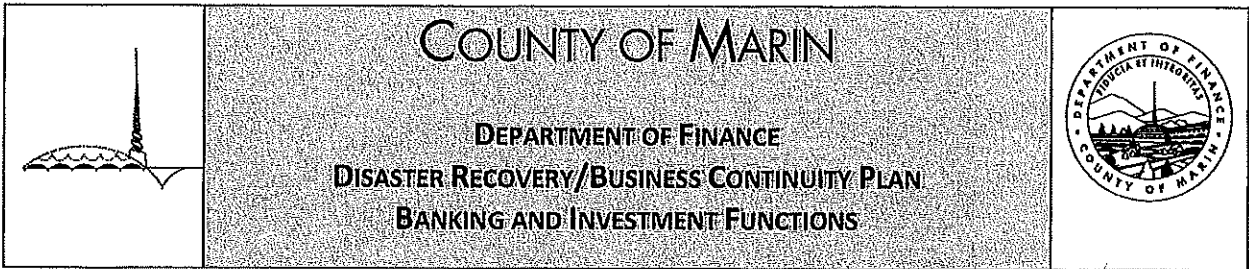
In the event we are unable to conduct normal business operations, the authorized persons shall interact with one another by home phone, email or cell to decide on the alternate location. If unable to contact one another, the authorized persons shall through the county's office of emergency services establish contact with one another.

### **Functions & Tasks to be Performed**

Recognizing we may be operating in less than optimal conditions, the primary functions are to protect and continue to account for all funds on deposit with the county. While normal processes may be modified, the investment policy shall be strictly followed.

Tasks to be performed include:

- ◆ Daily cash work up
- ◆ Investment of maturing securities and any daily deposits after making an allowance for checks/wires expected to clear
- ◆ Daily cash and bank reconciliation
- ◆ For deposits, the treasurer's office will notify county departments, special districts and schools of any changes to their deposit location. Deposits to any account other than those established by the treasurer's office are prohibited.
- ◆ Disbursement activity will be coordinated with the County Director of Finance

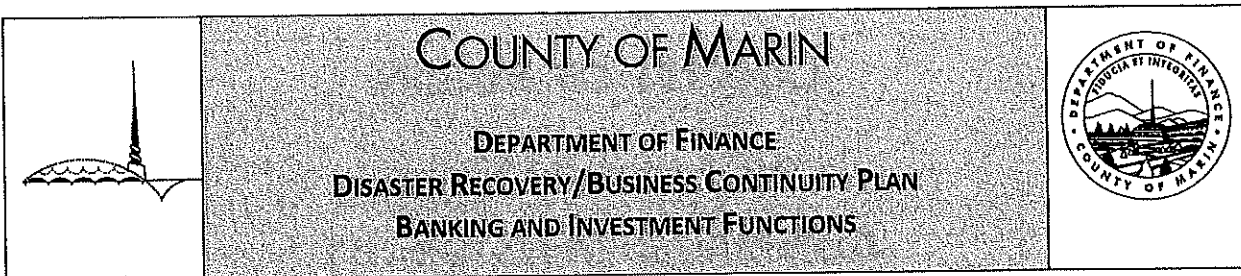


## Equipment and Emergency Packets

The Authorized Investor List shall designate authorized staff to have the following equipment such that either of them may carry out the plan. In the event that none of the authorized persons are able to respond, the county's office of Emergency Services shall have a copy of this plan in a secured location within their office. All policies and procedures of this plan shall be provided to the County Administrator and County Director of Finance.

The following equipment and items for the emergency packets are:

- ◆ Laptop with wi-fi connectivity
- ◆ All software that is currently in use shall be loaded on each laptop and be set up for remote access.
- ◆ Copy of the Investment Policy and the Disaster/Continuity Recovery Plan
- ◆ Updated monthly report of investments
- ◆ Sign on instructions to access the county's financial accounting system, online banking and securities safekeeping
- ◆ Listing of the home phones and addresses, cell, email addresses of the "authorized persons" and treasury staff. Listings shall also include the County Administrator, County Director of Finance, County Counsel and the Office of Emergency Services.
- ◆ Bank, Authorized Broker/Dealers, Bloomberg and Security Safekeeping names, contact numbers including fax and addresses
- ◆ All district, county and school bank signature cards
- ◆ Contact names, numbers, email and addresses of each agency whose funds are held within the county.
- ◆ Emergency check stock will be housed in the Office of Emergency Services located at 1600 Los Gamos Drive (50 checks).\*



## Disaster Assignment

The "authorized persons" in the treasurer's office including support staff are to be considered official Disaster workers and are assigned to support our Disaster/Business Recovery Plan. Each shall have on their possession their County of Marin Identification Card.

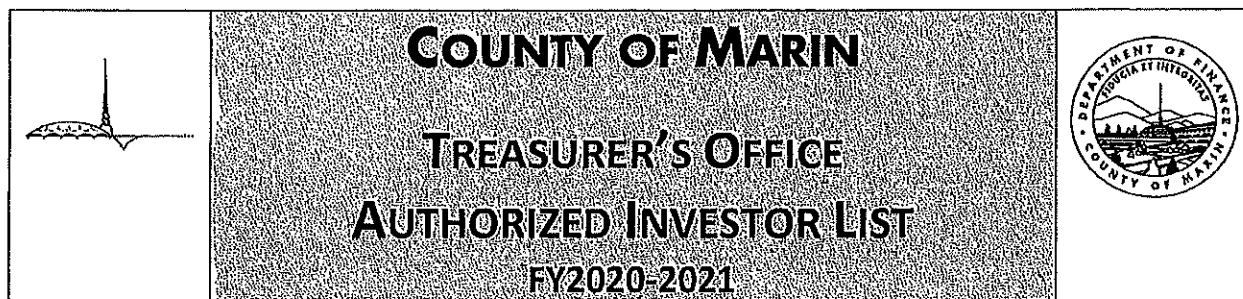
The level of disruption and assigned work location will be determined by the Director of Finance, or those individuals indicated on the Authorized Investor List. All related costs shall be absorbed by the Treasurer's office and reimbursed pursuant to Government section 27013.

In all cases, the safety of treasury personnel is paramount. In no event should our alternate location or alternate procedure be employed if doing such would put an individual in danger.

\* Emergency checks are issued from a separate account which is linked to the County's main account. These checks are to be used only if this plan is activated and the county is unable to issue payments. Authorized signers for these checks are designated on the Deposit Account Documentation Signature Card and include the Director of Finance, those individuals authorized under the Authorized Investor List and the County Administrator. In the event that check stock cannot be accessed, electronic payments through the County's banking services can be originated.

Failing the ability to operate from our office, our operations will move to a location determined by the County Office of Emergency Services, Director of Finance or County Administrator.

EXHIBIT C



Effective: July 1, 2020

**Investment Purposes:**

1. To make investment decisions
2. To recommend brokers
3. To perform a review of the investment function

**Authorized Persons:**

Authorized to make investment decisions for with a maturity of up to five years:

- Roy Given \*                      Director of Finance

Authorized to make investment decisions for with a maturity of up to three years:


- Karen Shaw \*                      Division Chief, Finance
- Mina Martinovich                      Assistant Director of Finance

Authorized to make investment decisions for short term investments with a maturity of up to one year:

- Lisa De Carlo                      Chief of Administrative Services
- Bevin Gardner                      Accountant II –Treasury
- Sandra Kacharos                      Division Chief, Tax

*\*Authorized for equipment and emergency packets as defined under the Disaster/Business Continuity Plan*

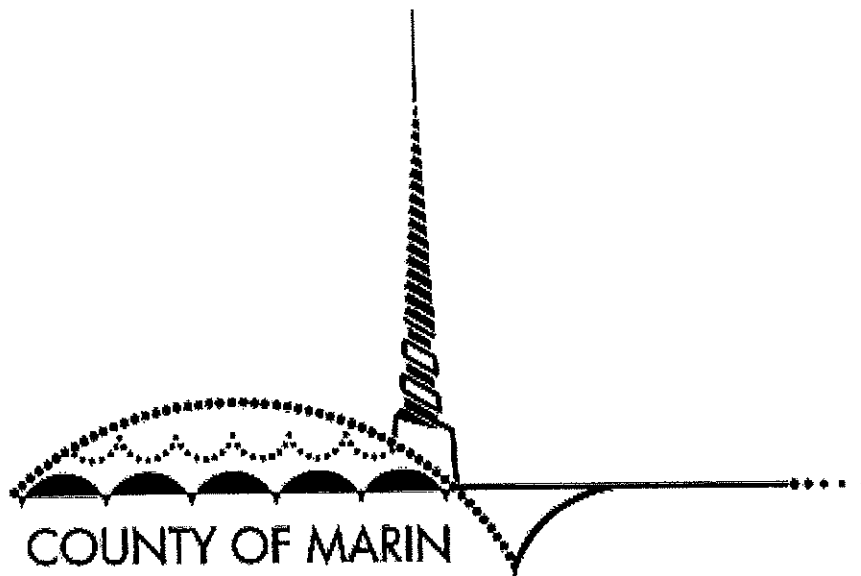
Approved:

 8/5/21

Roy Given                      Date  
Director of Finance

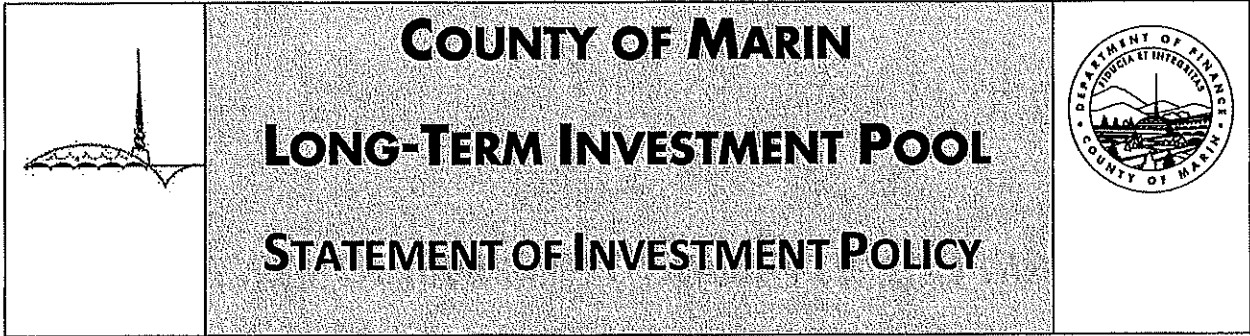
**MARIN COUNTY LONG-TERM INVESTMENT POOL**

**STATEMENT OF INVESTMENT POLICY**



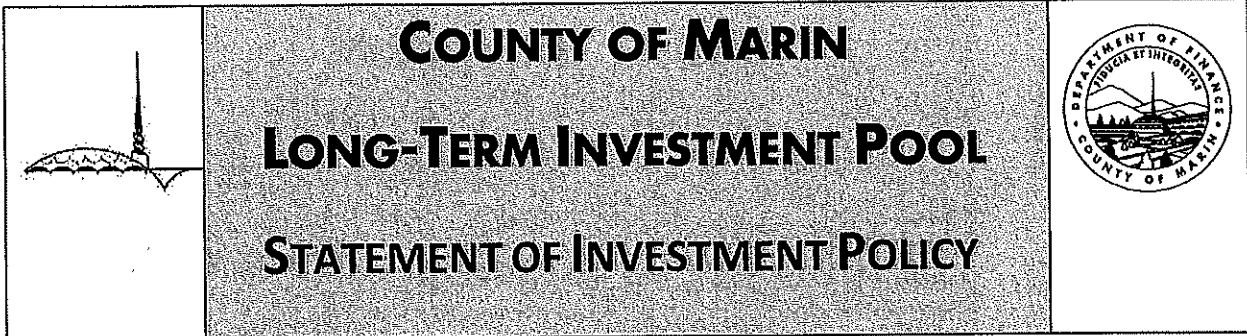
***Department of Finance  
Roy Given, Director***

***Fiscal Year 2021-2022***



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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 Long-Term Investment Pool:

**I. OBJECTIVES:**

All funds on deposit in the Marin County Long-Term Investment Pool 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 that may be reasonably anticipated; and
- (c) Attaining a market **rate of return** throughout budgetary and economic cycles, consistent with the above objectives.

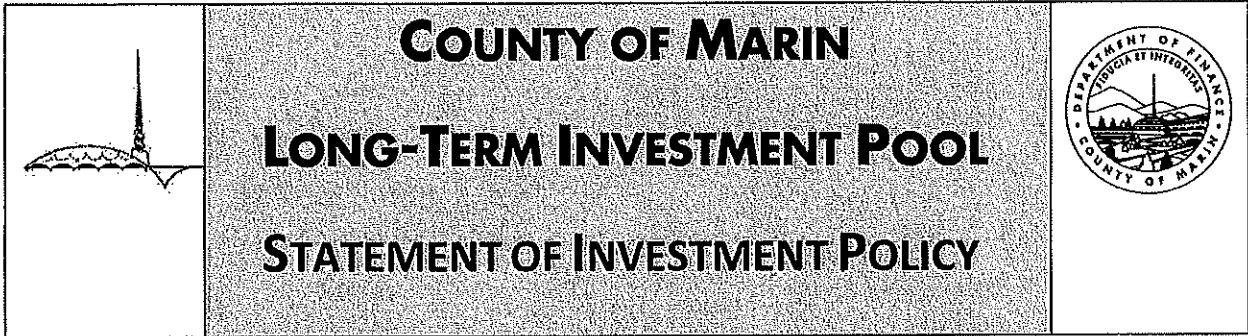
**2. PARTICIPANT**

The participant in the Marin County Long-Term Investment Pool is the Marin County General Fund.

**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 participant.



**4. INVESTMENTS**

Prior to investing pursuant to this policy the persons authorized to make investments shall assess the market and market pricing information obtained from available sources and the media. Investments shall be evaluated considering preservation of capital as the most important factor, liquidity as the second most important factor, and thirdly, yield. Any investment selected shall be that investment which in the opinion of the purchaser most clearly meets these objectives. All transactions shall be documented at the time the transaction is consummated.

**5. TERM**

Pursuant to California Government Code Section 53601, where this section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security that at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment. The approval of this Long Term Investment Policy on an annual basis by the Legislative Board (Marin County Board of Supervisors) authorizes investments of no more than 10 years for bonds, notes, warrants, or other evidences of indebtedness of a local agency within the County of Marin, including bonds or notes payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the County, or by a department, board, agency, or authority of the County.

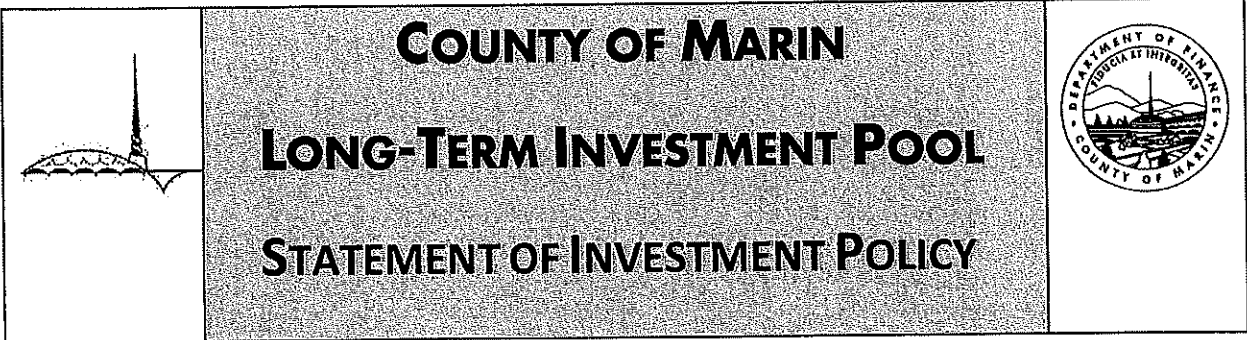
**6. ALLOWED INVESTMENTS**

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

**Bonds, Notes, Warrants** or other evidence of indebtedness of a **local agency** within the County of Marin, California.

The interest rate of any indebtedness pursuant to the preceding paragraph shall be based on the key rate of Prime plus 1 percent as determined by Bloomberg on the date the Department of Finance approves the purchase of the indebtedness.





**7. APPORTIONMENT OF INTEREST & COSTS**

Interest shall be apportioned to the General Fund annually 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 year 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.

**8. CONFLICT OF INTEREST**

The Director of Finance and County employees working in the Treasurer's office shall not accept honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other person with whom the County Treasury conducts business, that are in violation of *state* law.

**9. AUDITS**

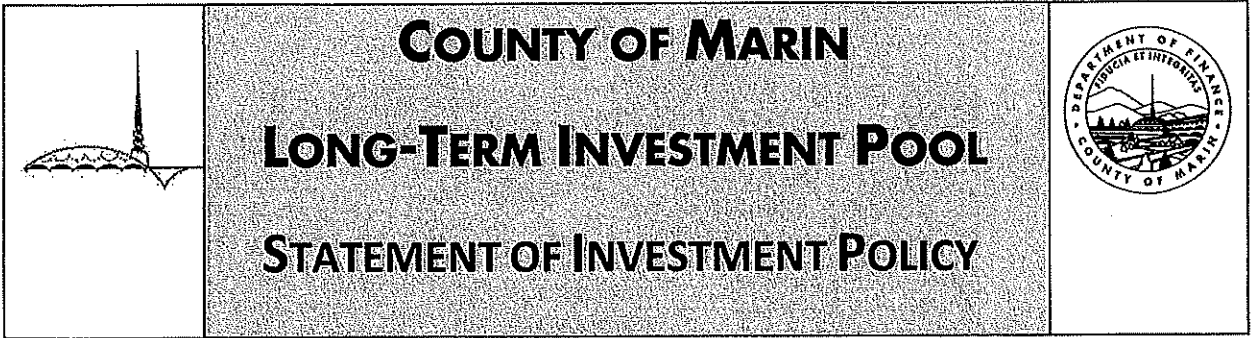
The County of Marin investment portfolio, which includes both the County of Marin investment pool and the Long-Term investment pool, shall be subject to a process of independent review by the County's external auditors. Such audit will include tests deemed appropriate by the auditor pursuant to Government Code Section 27134. The results of the audit shall be reported annually to the Director of Finance and the Board of Supervisors.

**10. REVIEW**

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

**11. REPORTS**

The Director of Finance shall prepare an annual report, listing all investments in the County Pool as of the last day of the fiscal year and a report of the average days to maturity and yield of investments in the County of Marin Long Term Investment Pool.



**12. INVESTMENT POLICY**

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

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 7.b.*

**DATE:** February 3, 2022  
**TO:** Board of Directors, San Rafael Sanitation District  
**FROM:** Doris Toy, District Manager/District Engineer  
**SUBJECT:** Review District’s Insurance Policy

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**BACKGROUND:**

Board has requested that staff review the District’s insurance policy to ensure that the District is up to date on its insurance coverage. Staff has reviewed the District’s current policy with Seth Cole, Senior Vice President of Alliant Insurance Services, Inc. (the District’s insurance carrier). Please see the attached “San Rafael Sanitation District Policy Register,” which lists the District’s current policies, descriptions, and costs.

During my conversation with Mr. Cole, it was noted that the District does not have public officials’ liability, earthquake, or flood insurance.

**ANALYSIS:**

Public Officials’ Liability – Staff has contacted both the City of San Rafael and the County of Marin to confirm that the District’s Board members are covered under their respective agencies (two are appointed by the City Council and one is appointed by the County Board of Supervisors). The City confirmed that both Mayor Kate and Councilmember Bushey are covered under the City’s policy. However, the County’s initial response was that it does not cover a County Supervisor serving on the District’s Board, since the County’s liability coverage only applies to loss from wrongful acts committed while their Board of Supervisor members are conducting duties on the behalf of any board, commission, governmental unit, or department that is under the County’s jurisdiction and is funded by the County’s budget. Thus, the County believes that the District would not qualify since it does not meet this criteria. Staff has provided the County with documents showing its relationship with the County, which is currently under review.

Mr. Cole has provided District staff with an estimate for public officials’ liability insurance that has an annual premium of \$18,974 with a \$1 million limit and a \$50,000 deductible plus expenses, which would cover the entire Board.

Earthquake Insurance – This would cover all of the District’s 32 pump stations in the event of an earthquake. The estimate for coverage with a \$10 million limit is \$85,000-\$95,000 annually, and a \$20 million limit would be \$120,000-\$130,000 annually. Generally, the deductibles are 5% of

the value of the damaged property. Since earthquake insurance is relatively high, most agencies do not purchase this coverage.

Flood Insurance – The premium for flood insurance is also high, and most agencies do not have flood insurance. At this time, the likelihood of a flood occurrence is low, and the majority of the District’s pump station rehabilitation projects have included sea level rise and the conversion of the above ground systems to below ground systems. However, if the Board wishes to pursue this coverage, staff will request an estimate.

**FISCAL IMPACT:**

For Fiscal Year 2021-22, the District’s insurance premium is estimated at \$140,000. The public officials’ liability premium would be \$18,974. The earthquake premium would be \$95,000 and has a \$10M limit.

**ACTION REQUIRED:**

Review the District’s current insurance policy and consider the following options:

1. Direct staff to add public officials’ liability coverage if the County’s final determination is that the County does not cover the Supervisor on SRSD’s Board.
2. Direct staff to add earthquake insurance either for the \$10M limit or \$20M limit.
3. Direct staff to request additional information on flood insurance.
4. Any combination of the above.
5. Take no action.

Attachment: San Rafael Sanitation District’s Policy Register, June 30, 2021

**SAN RAFAEL SANITATION DISTRICT  
POLICY REGISTER  
ENDING JUNE 30, 2021**

POLICY #	EFFECTIVE DATE 20-21	NATURE OF INSURANCE	COMPANY	LIMITS/ DEDUCTIBLE	COST
5105-1163-07	12/31/20-21	PRIMARY INSURANCE PROGRAM PACKAGE >GENERAL LIABILITY >GENERAL LIABILITY (INCLUDESHIRED & NON OWNED AUTOMOBILE LIABILITY)	ALLIED WORLD ASSURANCE COMPANY (U.S.), INC.	GENERAL LIABILITY/AUTO LIAB \$1,000,000 OCC/\$3,000,000 AGG \$0 GL / DEDUCTIBLE	\$120,652
5106-1163-07	12/31/20-21	BUSINESS AUTOMOBILE	ALLIED WORLD ASSURANCE COMPANY (U.S.), INC.	\$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE \$1,000 DEDUCTIBLE	INCLUDED ABOVE
5107-1163-07	12/31/20-21	EXCESS LIABILITY	ALLIED WORLD ASSURANCE COMPANY (U.S.), INC.	\$4,000,000 EACH OCCURRENCE EMPLOYER'S LIAB. INCLUDED	INCLUDED ABOVE
APIP2020 (DEC 34)	07/01/20-21	SPECIAL FORM PROPERTY	ALLIANT PROPERTY INSURANCE PROGRAM (APIP)	\$21,764,087 TIV \$10,000 DEDUCTIBLE	\$14,839
USL00885220	07/01/20-21	PUBLIC ENTITY POLLUTION LIABILITY (CLAIM MADE & REPORTED)	INTERSTATE FIRE & CASUALTY INSURANCE COMPANY	\$25,000,000 POLICY AGG 2,000,000 PER POLLUTION CONDITION LIMIT/MEMBER \$100,000 AGG \$300,000 PER POLLUTION CONDITION RETENTION	INCLUDED ABOVE
PH2033938	07/01/20-21	CYBER LIABILITY COVERAGE	LLOYD'S OF LONDON - BEAZLEY SYNDICATE: SYNDICATES 2623-623 - 100% (APIP)	\$2,000,000 (THIRD PARTY LIMITS) \$2,000,000 AGG (FIRST PARTY COMPUTER SECURITY) \$50,000 RETENTION	INCLUDED ABOVE
106007331	10/13/20-21	ID FRAUD MASTER POLICY IDENTITY THEFT	TRAVELERS INSURANCE COMPANY	\$25,000 LIMIT \$0 DEDUCTIBLE	NO CHARGE

This summary of insurance is not intended to replace or supercede your insurance contracts. Please refer to the policy for actual coverages and conditions.

PJ2000050 - 0005	07/01/20-21	ADWRP – ALLIANT DEADLY WEAPONS RESPONSE	LLOYDS OF LONDON - BEAZLEY	LIMITS OF LIABILITY (100%) \$500,000 EACH & EVERY EVENT (INCLUDING CLAIM EXPENSE)  \$2,500,000 ANNUAL AGGREGATE  \$250,000 VARIOUS SUBLIMITS FOR COUNSELING SERVICES, FUNERAL EXPENSES, 1 <sup>ST</sup> PARTY PROPERTY DAMAGE, BUSINESS INTERRUPTION AND DEMOLITION/MEMORIALISATION	NO CHARGE
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This summary of insurance is not intended to replace or supercede your insurance contracts. Please refer to the policy for actual coverages and conditions.



**San Rafael Sanitation District**  
*Agenda Item No. 8.a.*

**DATE:** February 3, 2022  
**TO:** Doris Toy, District Manager/District Engineer  
**FROM:** Kris Ozaki, Operations & Maintenance Manager  
**Subject:** Category 1 SSO at 2300 Fifth Avenue

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**DESCRIPTION OF EVENT**

On Wednesday January 19<sup>th</sup>, I was in my office and working at my desk when I received a call from the owner of the subject property, Paul Hettinger, regarding a potential overflow at his property. Mr. Hettinger relayed to me that he had contacted Ongaro and Sons (plumbing contractors) to clear a lateral blockage; but when they were unable to clear the line with the amount of cable on their truck, they suggested he call us because they believed the blockage to be in our pipe. Mr. Hettinger's lower lateral is roughly 25 feet long and Ongaro and Sons had rodded out roughly 100 feet when they ran out of cable.

After speaking with Mr. Hettinger, I dispatched Chris Robarge and Doug St. Cyr to investigate. They arrived at 1:59 P.M., 16 minutes after the initial call. Due to the proximity of this residence to the San Rafael Creek, I felt it was necessary to visually inspect this myself and arrived 2 minutes after my crews. When I arrived, I parked on Sirard Lane to inspect the creek downstream of the residence. While I was walking the creek bank, Chris called to tell me Mr. Hettinger had informed him that he and his wife had noticed this spill on Monday the 17<sup>th</sup> and stated that the sewage runoff had flowed out of his private cleanout and into his private storm drain, which discharged into the creek behind his property. My inspection of the creek did not show any evidence of sewage, which can be seen in the photographs I took while at the site.

Chris and Doug set the Rodder truck up at the downstream manhole on Sirard Lane to clear the line. Chris informed me that he had cleared a rag and a grease blockage roughly 25 feet up the pipe. During that time, I was speaking with Mr. Hettinger to try and pinpoint when he first noticed his cleanout overflowing. From his recollection, he and his wife had noticed it in the evening while taking their dog out for a walk but did not see it overflowing earlier in the day. He guesstimated that it was roughly 6:00 P.M.

After speaking with Mr. Hettinger and my crew, I began calculating the spill volume based on the number of upstream lateral connections and the amount of time it had been overflowing. At 2:54 P.M., I contacted the California Office of Emergency Services (OES) and notified them that our Category 1 SSO had discharged 2,361 gallons of sewage into the San Rafael Creek, which eventually flows into the San Rafael Canal.

My next call was to Marin County Environmental Health Services (EHS). This call was two-fold--to discuss the current SSO and a previous issue that I had brought up earlier in the week regarding the health of the San Rafael Canal. When Shannon Bell picked up the phone, she mentioned my ears must have been

burning because she was in a meeting with several other health specialists talking about me. Ms. Bell informed me that I could stop sampling for the Fourth and B Street SSO but to leave the signage posted along the San Rafael Canal and that I would need to begin sampling the San Rafael Creek for enterococcus, total and fecal coliform.

## ANALYSIS

This pipe segment is on our 6-month preventive maintenance cleaning list and has historically been cleaned every 6 months. Prior to this spill, the last time it had been cleaned was on July 21, 2021. Our cleaning crew had just entered this zone. This pipe segment would have been cleaned within the next day or two.

Our recent 2019 Sewer Televising Project by Pipe and Plant had televised this segment of pipe. They graded this pipe at 2.6 on the Pipe Rating Index. One (1) is great and five (5) is bad. However, after reviewing their CCTV footage, it appears they did not remove the standing water in the pipe and were unable to see the severity of the offset joints. Initially when viewing this previous footage, one would wonder where and why rags had backed up and created a blockage. When our crews televised this pipe, they removed the standing water, and you could clearly see where the rags could begin to pile up.

Excessive rags and wipe usage. Around 2009 or 2010 we experienced a rag and wipe issue coming from Sun Valley School. Karen Chew, our Senior Civil Engineer at the time, wrote a letter to the school instructing them not to flush non-dispersible wipes down the drain. Since that time, we have not had any issues with wipes until now. It is difficult to say who the culprit is that is disposing the wipes; but since we had cleaned our pipe within the past 6 months and there are only nine residences on this pipe upstream of the blocked pipe, one could assume that the majority of the wipes came from the school.

## ACTION ITEMS

- Our crews work hard to stay on top of our cleaning lists. Nobody wants to be the reason why a pipe has not been cleaned on time or to visit a residence and see an active backup flowing through the living room. The crews work very hard to keep the problematic lines cleaned; but anytime we receive a call out, assist another department, go out to investigate an issue, or when someone calls in sick and/or goes on vacation, we get behind on our normal duties and have to rush to catch up. I would like to hire another Sewer Maintenance Worker. On the rare days when we have a full crew, this person would be assigned to drive the water truck; but when we are short-handed, I could still have two cleaning crews going out cleaning pipes.
- CCTV projects need better oversight with personnel having PACP training and knowing what to look for when reviewing TV footage.
- Perhaps posters could be placed in janitorial closets reminding workers not to flush wipes and rags in addition to delivering another letter to the school and the surrounding neighbors. The letters work great but may not be ideal for a school.
- Replace the segment of pipe between MH1695 on Happy Lane and MH1693 on Sirard Lane. Pipe bursting would be the easiest method. There is one sag in the pipe that could prove to be difficult; but if the contractor excavates over the pipe, I believe the sag can be removed.



**San Rafael Sanitation District**  
*Agenda Item No. 8.a.*

**DATE:** February 3, 2022  
**TO:** Doris Toy, District Manager/District Engineer  
**FROM:** Kris Ozaki, Operations & Maintenance Manager  
**Subject:** Category 1 SSO at Fourth Street & B Street

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**DESCRIPTION OF EVENT**

On January 3<sup>rd</sup> at 6:10 P.M., I received a call from a personal friend and former colleague, Talia Smith. She informed me that she had just driven down B Street, and while crossing Fourth Street, she noticed that the manhole in the middle of the intersection had water shooting out around the lid, roughly 4-inches high. I then called our after-hours contractor, Roto-Rooter, to respond to the site as well as two SRSD employees, Hector Rodriguez and Nick Hertel. I told our crews to grab the Vactor and to meet me at the site. The pipe on Fourth Street is not known to be problematic. It is a 12-inch diameter pipe and carries a lot of water. I wanted to get this pipe cleared as soon as possible.

I arrived at 6:47 P.M. and witnessed the manhole overflowing. I proceeded to take a video of the overflow and texted it to you. I then called Shannon Bell, Marin County Environmental Health Specialist; and while talking to her, I texted her a copy of the video as well. I told her that it had been raining pretty hard the past hour and that I had people enroute to assist me with clearing the pipe. I also let her know that we would do whatever we could to clean up the spill. She found it interesting that it was barely sprinkling in Santa Rosa but was raining down here in San Rafael. The video I sent her showed the amount of rain we were receiving. I told her that I had yet to notify the California Office of Emergency Services (OES) but wanted to make sure her office was notified. I also mentioned that we had a smaller Category 1 SSO on New Year's Day but had yet to hear back from her office. She was not happy to learn that no one had contacted us regarding the previous spill and appreciated the quick notification regarding this event. She advised me that she would forward this SSO information on to their on-call personnel.

Hector and Nick arrived on site at 7:31 P.M. and set up at the downstream intersection (Fourth Street and A Street) while Roto-Rooter assisted with traffic control. At 7:43 P.M., we cleared the blockage and observed grease flowing down the pipe. I estimated that the overflow had been active for 94 minutes and that the manhole had been overflowing at a rate of 100 gallons per minute. I attempted to interview people on the street when I arrived on site; but due to the rain, the place was deserted. Therefore, the only information that I could use in regard to the start time

for the SSO was when Talia drove by and witnessed it. I then called CalOES and notified them of the 9,400-gallon Category 1 SSO.

## **ANALYSIS**

The following week, our crews went back out to the site to make sure that the pipe was thoroughly cleared and to see whether we could identify why grease had formed a blockage in this large diameter pipe. We initially cleared the blockage at 340 feet upstream of Fourth Street and A Street. The total length of pipe is 380 feet. When grease forms in a pipe, it usually collects over the entire length and not just in one area, so this was odd that a grease blockage had occurred in one area of the pipe. The explanation came when we televised the pipe. We were unable to CCTV the pipe right away due to the heavy flows caused by the runoff from the rain. The CCTV footage showed root intrusion in the first 50 feet of pipe downstream from B Street. Liquidambar trees inhabit every corner along Fourth Street, and that type of tree is known to have an invasive root system. With the recent drought, it is not surprising that they found a readily available water source in our gravity system. The grease buildup in the pipe is puzzling because CMSA has a very extensive FOG Program where they inspect and track grease interceptors. Since that program began, we have seen a dramatic decrease of grease in our sewer system, especially in the downtown section of San Rafael.

## **ACTION ITEMS**

- CCTV the rest of Fourth Street to look for additional areas with root intrusion.
- Add Fourth Street to a preventative maintenance cleaning schedule.
- Coordinate with CMSA to reinspect the restaurants along Fourth Street and B Street.
- Revisit root control chemicals and discuss with CMSA which chemicals will not affect their treatment process.



**San Rafael Sanitation District**  
*Agenda Item No. 8.a.*

**DATE:** February 3, 2022  
**TO:** Doris Toy, District Manager/District Engineer  
**FROM:** Kris Ozaki, Operations & Maintenance Manager  
**Subject:** Category 1 SSO at 10 Spring Grove Avenue

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**DESCRIPTION OF EVENT**

On New Year's Day our after-hours contractor, Roto-Rooter, responded to a sewer overflow at 10 Spring Grove Avenue in San Rafael's West End neighborhood. The homeowner, Ronan Whelan, reported water coming up through the cracks in his driveway and escaping through his lateral cleanout when he was not using any water. Ronan had a similar experience three years ago and knew this could get a lot worse, so he immediately called San Rafael Police Dispatch to report the sewage overflow. During the previous event, sewage had backed up into his home and flooded out his bathroom and garage.

Roto-Rooter received the call from San Rafael Police Dispatch at 6:52 P.M.; and their technician, Fernando Flores, arrived on scene at 7:10 P.M. Upon arrival, Fernando saw water entering a storm drain catch basin and called Hector Rodriguez, Sewer Lead Maintenance Worker, and informed him of the overflow. Fernando cleared the blocked pipe at 7:28 P.M. and found roots in the pipe. Fernando stayed on-site until Hector arrived at 8:27 P.M.

After Hector arrived and saw what had happened, he sent me a text message to inform me of the Category 1 SSO. At the time, he estimated that approximately 900 gallons had reached the storm drainage system and planned to call the California Office of Emergency Services (OES) to notify them of the SSO. He also let me know that he had called in another SRSD employee, Wes Fredenburg, to assist him with the cleanup and to thoroughly clean our gravity main line.

The following Monday, January 3<sup>rd</sup>, Hector re-evaluated the SSO and used the Volume Estimation Worksheet for Upstream Lateral Connections and came up with a more accurate number. Therefore, it was determined that 934.27 gallons had overflowed.

**ANALYSIS**

The blockage that caused the overflow was found to be roots growing into the pipe. However, we feel this SSO could have been prevented had our Sewer Maintenance Supervisor followed through

with his recommended corrective action three years ago. On January 13, 2019, we experienced a 2,433- gallon SSO at this same location. In the California Integrated Water Quality System corrective action entry, the Supervisor selected the “Adjust schedule/method of preventative maintenance” item. Unfortunately, the Supervisor inadvertently did not revise our cleaning schedule for this pipe. The last time this section of pipe had been cleaned was on December 9, 2019, because of an odor complaint. If this pipe had been added to a preventative maintenance cleaning list, it would have been cleaned every six months.

## **ACTION ITEMS**

- Add pipe to cleaning list.
- Re-evaluate how cleaning lists are updated.
- Add pipe to capital improvement project for replacement. CCTV showed multiple locations with root intrusion and voids.
- Review all CIWQS entries. If the recommended action says, “Adjust schedule/method of preventative maintenance” or “Add sewer to preventative maintenance program,” then ensure that those lists have been updated.
- Give the Sewer Maintenance Supervisor a written reprimand.