



101 Lucas Valley Road, Suite 300
San Rafael, CA 94903
Tel.: 415-472-1734
Fax: 415-499-7715
www.LGVSD.org

MANAGEMENT TEAM
General Manager, Mike Prinz
Plant Operations, Mel Liebmann
Collections/Safety/Maintenance, Greg Pease
Engineering, Michael P. Cortez
Administrative Services, Dale McDonald

DISTRICT BOARD
Megan Clark
Rabi Elias
Craig K. Murray
Judy Schriebman
Crystal J. Yezman

The Mission of the Las Gallinas Valley Sanitary District is to protect public health and the environment by providing effective wastewater collection, treatment, and recycling services.

BOARD MEETING AGENDA

October 21, 2021

On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which enhances State and Local Governments' ability to respond to COVID-19 Pandemic based on Guidance for Gatherings issued by the California Department of Public Health. The Executive Order specifically allows local legislative bodies to hold meetings via teleconference and to make meetings accessible electronically, in order to protect public health, which was due to end on September 30, 2021 (Exec. Ord. N-08-21). However, the Legislature passed AB 361 which provides local agencies with the ability to meet remotely during proclaimed state emergencies under modified Brown Act requirements, similar in many ways to the rules and procedures established by the Governor's previous Executive Orders. - In light of this – the October 21, 2021 meeting of the LGVSD Board will be held via Zoom electronic meeting. There will be NO physical location of the meeting. Due to the current circumstances, there may be limited opportunity to provide verbal comments during the meeting. Persons who wish to address the Board for public comment or on an item on the agenda are encouraged, but not required, to submit comments in writing to the Board Secretary (tlerch@lgsd.org) by 5:00 pm on Wednesday, October 20 2021. In addition, Persons wishing to address the Board verbally must contact the Board Secretary, by email (tlerch@lgsd.org) and provide their Name; Address; Tel. No.; and the Item they wish to address by the same date and time deadline for submission of written comments, as indicated above. Please keep in mind that any public comments must be limited to 3 minutes due to time constraints. Any written comments will be distributed to the LGVSD Board before the meeting.*

REMOTE CONFERENCING ONLY

Join Zoom Meeting online at:

<https://us02web.zoom.us/j/84143763656>

OR

By teleconference at: +16699009128 Meeting ID: 841 4376 3656

**MATERIALS RELATED TO ITEMS ON THIS AGENDA ARE AVAILABLE FOR
PUBLIC INSPECTION ON THE DISTRICT WEBSITE WWW.LGVSD.ORG**

NOTE: Final board action may be taken on any matter appearing on agenda

Estimated
Time

OPEN SESSION:

4:00 PM

1. PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

4:05 PM

2. CONSENT CALENDAR:

These items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the staff or the Board.

- A. Approve the Board Minutes for September 16th, September 20th and September 30th, 2021
- B. Approve the Warrant List for October 21, 2021
- C. Approve Board Compensation for September 2021
- D. Approve Clark attendance at the State of the Estuary Meeting on October 1, 2021
- E. Approve Resolution 2021-2228 Finance Policy F-140 Donation Policy
- F. Approve Resolution 2021-2229 Continuing Remote Board Meetings

Possible expenditure of funds: Yes, Items B through E

Staff recommendation: Adopt Consent Calendar – Items A through F.

4:15 PM

3. INFORMATION ITEMS:

STAFF/CONSULTANT REPORTS:

- 1. General Manager Report – Written Summary and Verbal
- 2. District Correspondence- Written

4:30 PM

4. OPERATIONS CONTROL CENTER BUILDING CONTRACT AMENDMENT WITH DANADJIEVA HANSEN ARCHITECTS

Board and staff to discuss the Contract Amendment 6 with DHA and the design of optional OCC Building features.

5:30 PM

5. CIVIL ENGINEERING TECHNICIAN JOB DESCRIPTION AND COMPENSATION

Board to review the Civil Engineering Technician classification, description and compensation.

5:45 PM

6. MANAGEMENT AND UNREPRESENTED EMPLOYEE CONTRACT TERMS AND APPROVALS

Board to consider contract terms for Management and unrepresented employee.

6:45 PM

7. PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

6:50 PM

8. BOARD MEMBER REPORTS:

- 1. CLARK
 - a. NBWA Board Committee, NBWA Conference Committee, 2021 Employee Climate Survey Ad Hoc Committee, 2021 Operations Control Center Ad Hoc Committee, Other Reports
- 2. ELIAS
 - a. NBWRA, Ad Hoc Engineering Committee re: STPURWE, 2021 GM Evaluation Ad Hoc Committee, 2021 Operations Control Center Ad Hoc Committee, Other Reports
- 3. MURRAY
 - a. Marin LAFCO, CASA Energy Committee, 2021 GM Evaluation Ad Hoc Committee, 2021 Legal Services Ad Hoc Committee, 2021 Employee Climate Survey Ad Hoc Committee, Marin Special Districts Association, Other Reports
- 4. SCHRIEBMAN
 - a. Gallinas Watershed Council/Miller Creek Watershed Council, JPA Local Task Force NBWA Tech Advisory Committee, Other Reports
- 5. YEZMAN
 - a. Flood Zone 7, CSRMA, Ad Hoc Engineering Committee re: STPURWE Engineering Subcommittee, 2021 Legal Services Ad Hoc Committee, Other Reports

7:00 PM

9. BOARD REQUESTS:

- A. Board Meeting Attendance Requests – Verbal
- B. Board Agenda Item Requests – Verbal
- C. Pending Board Agenda Item Requests
 - 1. ACTION - Relocation Assistance Act Policy for Real Estate Acquisitions

7:05 PM

10. VARIOUS INDUSTRY RELATED ARTICLES

7:10 PM

11. ADJOURNMENT

FUTURE BOARD MEETING DATES: NOVEMBER 4, NOVEMBER 18 AND DECEMBER 2, 2021

AGENDA APPROVED:	Crystal J. Yezman, Board President	Patrick Richardson, Legal Counsel
------------------	------------------------------------	-----------------------------------

CERTIFICATION: I, Teresa Lerch, District Secretary of the Las Gallinas Valley Sanitary District, hereby declare under penalty of perjury that on or before October 18 2021 3:30 p.m., I posted the Agenda for the Board Meeting of said Board to be held October 21, 2021 at the District Office, located at 101 Lucas Valley Road, Suite 300, San Rafael, CA.

DATED: October 15, 2021



Teresa L. Lerch
District Secretary

The Board of the Las Gallinas Valley Sanitary District meets regularly on the first and third Thursday of each month. The District may also schedule additional special meetings for the purpose of completing unfinished business and/or study session. Regular meetings are held at the District Office, 101 Lucas Valley Road, Suite 300, San Rafael, CA.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at (415) 472-1734 at least 24 hours prior to the meeting. Notification prior to the meeting will enable the District to make reasonable accommodation to help ensure accessibility to this meeting.

AGENDA ITEM 1

10/21/2021

PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

**** *Page Left Intentionally Blank* ****

MEETING MINUTES OF SEPTEMBER 16, 2021

THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT MET IN OPEN SESSION BY ZOOM CONFERENCE ON SEPTEMBER 16, 2021 AT 4:05 PM AND STAFF BY ZOOM CONFERENCE AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300 CONFERENCE ROOM, SAN RAFAEL, CA. 94903

BOARD MEMBERS PRESENT: M. Clark, R. Elias, C. Murray (arrived at 4:06 pm) , and J. Schriebman, C. Yezman (arrived at 4:06 pm)

BOARD MEMBERS ABSENT: None.

STAFF PRESENT: Mike Prinz, General Manager; Dale McDonald District Treasurer; Greg Pease, Collection System/Safety Manager

OTHERS PRESENT: Patrick Richardson, District Counsel; Megan Isadore, River Otter Ecology Project; Laurette Rogers, Point Blue Conservation Science (STRAW);

ANNOUNCEMENT: Vice President Clark announced that the agenda had been posted as evidenced by the certification on file in accordance with the law

1. **PUBLIC COMMENT:** None

2. **CONSENT CALENDAR:**

These items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the staff or the Board.

- A. Approve the Board Minutes for August 16 and 19, 2021
- B. Approve the Final Warrant List for September 16, 2021
- C. Approve Board Compensation for August 2021

ACTION:

Board approved (M/S Schriebman/Clark 5-0-0-0) Consent Calendar items A through C.

AYES: Clark, Elias, Murray, Schriebman and Yezman
NOES: None.
ABSENT: None.
ABSTAIN: None.

3. President Yezman requested that Agenda item Requested Donation to Two Nonprofit Organizations be next on the Agenda.

ACTION:

Board approved (M/S Schriebman/Murray 5-0-0-0) making item 4 Requested Donation to Two Non-profit Organization the next item on the Agenda.

AYES: Clark, Elias, Murray, Schriebman and Yezman
NOES: None.
ABSENT: None.
ABSTAIN: None.

REQUESTED DONATION TO TWO NONPROFIT ORGANIZATIONS

Board discussed donating up to \$1,500 to the River Otter Ecology Project contest "SPLASH" and a donation to Point Blue Conservation Science for the STRAW program. Megan Isadore from River Otter

Ecology Project and Laurette Rogers from Point Blue Conservation Science (STRAW) spoke to the Board.

ACTION:

Board approved (M/S Murray/Schriebman 5-0-0-0) donating \$1,500 to the River Otter Ecology Project contest "SPLASH" and a \$ 9,000. donation to Point Blue Conservation Science for the STRAW program.

AYES: None.
NOES: None.
ABSENT: None.
ABSTAIN: None.

4. INFORMATION ITEMS:

STAFF / CONSULTANT REPORTS:

1. General Manager Report – Prinz reported
2. State of California Executive Order N-29-20 Expiring September 30- McDonald reported
3. Pump Station Assessments/Vegetation Management – Pease reported.

5. ARCHIVING AUDIO AND VIDEO RECORDINGS OF BOARD MEETINGS

Board and staff discussed archiving Audio and Video recording of Board meetings. No action was taken.

6. REGULAR BOARD MEETING START TIME FOR OCTOBER THROUGH DECEMBER

Board and District Counsel discussed changing the start time from 3:30 pm to 4:00 pm for Regular Board meetings in October, November and December.

ACTION:

Board approved (M/S Murray/Schriebman 5-0-0-0) changing the start time to 4:00 PM for the Regular Board Meetings starting October 1, 2021 through June 30, 2022.

AYES: Clark, Elias, Murray, Schriebman and Yezman.
NOES: None.
ABSENT: None.
ABSTAIN: None.

7. BOARD MEMBER VACANCY PROCESS

Board and District Counsel discussed the Board Member vacancy process. President Yezman requested a communication plan and draft press release from staff.

8. PUBLIC COMMENT – none.

9. BOARD MEMBER REPORTS:

1. CLARK

- a. NBWA Board Committee –verbal report
- b. NBWA Conference Committee – no report
- c. 2021 Employee Climate Survey Ad Hoc Committee- no report
- d. 2021 Operations Control Center Ad Hoc Committee – verbal report
- e. Other Reports–no report

2. ELIAS

- a. NBWRA– no report
- b. Ad Hoc Engineering Committee—verbal report
- c. Ad Hoc 2021 GM Evaluation Committee –no report
- d. 2021 Operations Control Center Ad Hoc Committee – verbal report
- e. Other Reports– no report

3. MURRAY

- a. Marin LAFCO – verbal report
- b. CASA Energy Committee– no report
- c. Ad Hoc 2021 GM Evaluation Committee – verbal report
- d. 2021 Legal Services Ad Hoc Committee – verbal report
- e. 2021 Employee Climate Survey Ad Hoc Committee- verbal report
- f. Marin County Special Districts Association – verbal report
- g. Other Reports – no report

4. SCHRIEBMAN

- a. Gallinas Watershed Council/Miller Creek Watershed Council– verbal report
- b. JPA Local Task Force– no report
- c. NBWA Tech Advisory Committee– no report
- d. Other Reports- no report

5. YEZMAN

- a. Flood Zone 7– verbal report
- b. CSRMA – no report
- c. Ad Hoc Engineering Committee– no report
- d. 2021 Legal Services Ad Hoc Committee – no report
- e. Other Reports–no report

13. BOARD REQUESTS:

- A. Board Meeting Attendance Requests- Schriebman asked to attend the WaterReuse DPR Development Webinar on September 29.
- B. Board Agenda Item Requests- Yezman requested a Board Member vacancy communication plan.

14. VARIOUS INDUSTRY RELATED ARTICLES – Discussion ensued.

15. ADJOURNMENT:

ACTION:

Board approved (M/S Schriebman/Murray 5-0-0-0) the adjournment of the meeting at 6:57 p.m.

AYES: Clark, Elias, Murray , Schriebman and Yezman

NOES: None.

ABSENT: None.

ABSTAIN: None.

The next Board Meeting is scheduled for Monday, September 20, 2021 at 8:30 am at the Embassy Suites Hotel, San Rafael, CA.

ATTEST:

Teresa Lerch, Board Secretary

APPROVED:

Megan Clark, Board Vice-President

MEETING MINUTES OF SEPTEMBER 20, 2021

THE BOARD OF DIRECTORS AND STAFF OF THE LAS GALLINAS VALLEY SANITARY DISTRICT MET IN OPEN SESSION ON SEPTEMBER 20, 2021 AT 9:02 AM AT EMBASSY SUITES HOTEL, 101 MCINNIS PARKWAYS, SAN RAFAEL, CALIFORNIA.

BOARD MEMBERS PRESENT: M. Clark, C. Murray, J Schriebman and C. Yezman

BOARD MEMBERS ABSENT: R. Elias

STAFF PRESENT: Mike Prinz, General Manager; Dale McDonald, District Treasurer

OTHERS PRESENT: Kendall Flint, DKS Associates; Chris Sliz, Regional Government Services

ANNOUNCEMENT: President Yezman that the agenda had been posted as evidenced by the certification on file in accordance with the law

1. BREAKFAST

2. PUBLIC COMMENT: None

3. DISTRICT ORGANIZATIONAL ROLES

Kendall Flint, Board and staff discussed Board, General Manager and staff roles.

4. LUNCH

Adjourned for lunch at 11:35 AM. Returned from lunch at 12:15 PM and continued with discussion of District Organizational Roles.

5. STRATEGIC PLAN DOCUMENT

Discussion on strategic planning tabled for a future meeting due to time constraints.

6. ADJOURNMENT:

ACTION:

Board approved (M/S Murray/Schriebman 5-0-1-0) the adjournment of the meeting at 2:14 PM

AYES: Clark, Murray, Schriebman and Yezman.

NOES: None.

ABSENT: Elias

ABSTAIN: None.

The next Board Meeting is scheduled for October 7, 2021 4:00 PM at the District Office.

ATTEST:

Dale McDonald, District Treasurer

APPROVED:

Megan Clark, Board Vice-President

SEAL

MEETING MINUTES OF SEPTEMBER 30, 2021

THE BOARD OF DIRECTORS AND STAFF OF THE LAS GALLINAS VALLEY SANITARY DISTRICT MET IN OPEN SESSION BY ZOOM CONFERENCE ON SEPTEMBER 30, 2021 AT 9:02 AM AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300, SAN RAFAEL, CALIFORNIA.

- BOARD MEMBERS PRESENT:** M. Clark, R. Elias, C. Murray (arrived at 9:04 am), J Schriebman and C. Yezman
- BOARD MEMBERS ABSENT:** None
- STAFF PRESENT:** Mike Prinz, General Manager; Teresa Lerch, District Secretary; Dale McDonald, Administrative Services Manager; Mike Cortez, District Engineer;
- OTHERS PRESENT:** Patrick Richardson, District Counsel
- ANNOUNCEMENT:** President Yezman that the agenda had been posted as evidenced by the certification on file in accordance with the law
1. **PUBLIC COMMENT:** None

2. **RESOLUTION 2021-2226 AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT FOR A PERIOD OF THIRTY (30) DAYS**

Board reviewed Resolution 2021-2226 authorizing remote teleconference meetings for a period of thirty days.

ACTION:

Board approved (M/S Clark/Schriebman 5-0-0-0) Resolution 2021-2226 Authorizing Remote Teleconference Meetings of the Board of Directors of the Las Gallinas Valley Sanitary District for a Period of thirty days.

- AYES: Clark, Elias, Murray, Schriebman and Yezman.
NOES: None.
ABSENT: None.
ABSTAIN: None.

3. **CLOSED SESSION:**

ACTION:

THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT ADJOURNED TO CLOSED SESSION ON SEPTEMBER 30, 2021, AT 9:09 AM, BY ZOOM CONFERENCE AND AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300, CONFERENCE ROOM, SAN RAFAEL, CALIFORNIA.

Lerch left the meeting at 9:09 am.

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of Government Code § 54956.9: One potential case.

Cortez and Yezman left the meet at 9:58 am.

ADJOURNMENT:

ACTION:

The Board of Directors of the Las Gallinas Valley Sanitary District reconvened the Regular Session on September 30, 2021 at 10:15 am.

REPORT ON CLOSED SESSION: Vice President Clark reported that there were no reportable actions in Closed Session.

4. ADJOURNMENT:

ACTION:

Board approved (M/S Schriebman/Elias 4-0-1-0) the adjournment of the meeting at 10:18 am.

AYES: Clark, Elias, Murray and Schriebman

NOES: None.

ABSENT: Yezman

ABSTAIN: None.

The next Board Meeting is scheduled for October 7, 2021 4:00 PM at the District Office.

ATTEST:

Teresa Lerch, District Secretary

APPROVED:

Megan Clark, Board Vice-President

SEAL

Las Gallinas Valley Sanitation District
Warrant List 10/21/2021 DRAFT

	Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for Items
1	10/21/2021	EFT1	ADP Payroll	118,637.77		118,637.77	10/08/2021 Payroll & Processing Charges
2	10/21/2021	ACH	A and P Moving	84.70		84.70	Records Retention - Oct
3	10/21/2021	ACH	Asaro, Anthony	195.00		195.00	Reimbursement for Mechanical Tech Grade II Test
4	10/21/2021	N/A	Aqua Engineering	27,135.02		27,135.02	STPURWE - Design Services during Construction
5	10/21/2021	N/A	Bay Area Background Checks	98.00		98.00	Background Check Package for New Employee G. Cook
6	10/21/2021	ACH	Bellecci & Associates	852.00		852.00	Oakmont Sewer Inspection Services & Plumbing Fixture Review- Invoiced Oakmont for Payment
7	10/21/2021	N/A	Better Rooter	6,400.00		6,400.00	Sewer Lateral Replacement for 23 Maple Hill Dr.
8	10/21/2021	N/A	Bioenergy Association of CA	2,750.00		2,750.00	Annual Membership for Prinz & Liebmann
9	10/21/2021	ACH	BreakPoint Sales	220.48		220.48	Business Cards for Lerch & Moore
10	10/21/2021	ACH	Brown and Caldwell	11,802.37		11,802.37	Biogas Utilization Alternatives - 7/23 - 8/19 & 8/20 - 9/23
11	10/21/2021	N/A	Bullseye Telecom	109.39		109.39	Monthly Charge for Addl Trunks on Phone System- Sept.
12	10/21/2021	EFT	CalPERS 457 Plan	6,978.00		6,978.00	EE's Deferred Comp Plan -Paydate 10/08
13	10/21/2021	EFT	CalPERS Required Contribution	520.00		520.00	Pre-Fund GASB Payment -Oct
14	10/21/2021	EFT	CalPERS Retirement	21,266.88		21,266.88	EE & ER Payment to Retirement- Paydate 10/08
15	10/21/2021	ACH	Caltest	472.15		472.15	Outside Lab Testing
16	10/21/2021	N/A	CD & Power	7,404.73		7,404.73	4-40 KW Generators-Rentals for Power Outages- 9/24 - 10/21
17	10/21/2021	N/A	Cintas	125.34		125.34	Safewasher Service & Filter Replacement - Sept
18	10/21/2021	N/A	City of Foster City	1,040.00		1,040.00	2 Job Postings on CALOPPS
19	10/21/2021	ACH	Contractor Compliance & Monitoring	6,403.21		6,403.21	Labor Compliance for September
20	10/21/2021	N/A	CPM Construction	5,775.00		5,775.00	STPURWE - Scheduling & Estimating Services
21	10/21/2021	ACH	Data Instincts	2,345.00		2,345.00	Provide Public Information and Awareness - Sept
22	10/21/2021	EFT	Direct Dental	771.67		771.67	Monthly Billing- Oct, EE payment for Dental Services
23	10/21/2021	ACH	Du-Ali Safety	4,728.00		4,728.00	Safety and Training for LGVSD- Sept
24	10/21/2021	ACH	Elias, Rabi	200.00		200.00	Health Reimbursement -Oct
25	10/21/2021	ACH	EOA	32,097.65		32,097.65	Technical Assistance for Regulatory Permits
26	10/21/2021	N/A	Federal Express	117.83		117.83	Shipping Costs- Lab & Board Staff
27	10/21/2021	ACH	Gardeners Guild	1,123.00		1,123.00	Grounds Maintenance- Oct
28	10/21/2021	ACH	Grainger	433.43		433.43	Submersible Sump Pump, Gaden Hose Adapter
29	10/21/2021	N/A	GraphicSmiths	217.20		217.20	Internet Site Design - Sept

Las Gallinas Valley Sanitation District Warrant List 10/21/2021 DRAFT							
	Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items
30	10/21/2021	ACH	Hanford ARC	3,325.20		3,325.20	LMC Revegetation Maintenance Services - Sept
31	10/21/2021	N/A	Hazen and Sawyer	7,765.00		7,765.00	Flow Equalization System - Sept
32	10/21/2021	N/A	Jackson's Hardware	171.60		171.60	Washers, Drill Bit Set, Metal Cutoff Blades
33	10/21/2021	N/A	Jefferson Security	255.00		255.00	Alarm Service at Plant -10/1 - 12/31
34	10/21/2021	ACH	Kennedy Jenks	108,507.55		108,507.55	STPURWE - Construction Management & Inspection Services August
35	10/21/2021	ACH	Kenwood Energy	341.25		341.25	Energy Management Consulting - Sept
36	10/21/2021	ACH	Koff & Associates	880.00		880.00	Class/Comp Study - CMMS Tech & Civil Engineering Tech
37	10/21/2021	N/A	Marin Ace	117.07		117.07	Misc. Supplies
38	10/21/2021	N/A	McMaster-Carr	1,143.00		1,143.00	Plant Maintenance Tools & Instrumentation Cleaning Supplies
39	10/21/2021	ACH	Craig Murray	125.00		125.00	Health Reimbursement -Oct
40	10/21/2021	N/A	Northbay Petroleum	1,252.78		1,252.78	Purchase of Unleaded Fuel
41	10/21/2021	N/A	North Valley Labor Compliance Services	150.00		150.00	Labor Compliance for LMC Revegetation Maintenance Services - 8/14- 9/25
42	10/21/2021	N/A	Novato Lock	268.11		268.11	STPURWE Re-Keyed New Door
43	10/21/2021	N/A	Operating Engineers	1,035.64		1,035.64	Union Dues for Paydate 10/8 & 10/22
44	10/21/2021	ACH	Operational Technical Services	10,653.00		10,653.00	Additional Temp Operator for Vacancies
45	10/21/2021	N/A	Petty Cash Box	445.29		445.29	Replenish Petty Cash Box
46	10/21/2021	N/A	Rafael Lumber	1,722.12		1,722.12	Cover for Polymer Tank
47	10/21/2021	N/A	Rathlin Properties	8,829.00		8,829.00	November Rent for 101 Lucas Valley
48	10/21/2021	ACH	Retiree Augusto	168.56		168.56	Retiree Health -Nov
49	10/21/2021	ACH	Retiree Burgess	184.03		184.03	Retiree Health -Nov
50	10/21/2021	ACH	Retiree Cummins	181.48		181.48	Retiree Health -Nov
51	10/21/2021	ACH	Retiree Cutri	480.12		480.12	Retiree Health -Nov
52	10/21/2021	ACH	Retiree Emanuel	238.25		238.25	Retiree Health -Nov
53	10/21/2021	ACH	Retiree Gately	206.97		206.97	Retiree Health -Nov
54	10/21/2021	ACH	Retiree Guion	206.97		206.97	Retiree Health -Nov
55	10/21/2021	ACH	Retiree Johnson	692.45		692.45	Retiree Health -Nov
56	10/21/2021	ACH	Retiree Kermoian	181.48		181.48	Retiree Health -Nov
57	10/21/2021	ACH	Retiree Mandler	181.48		181.48	Retiree Health -Nov
58	10/21/2021	ACH	Retiree McGuire	616.50		616.50	Retiree Health -Nov

Las Gallinas Valley Sanitation District Warrant List 10/21/2021 DRAFT							
	Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items
59	10/21/2021	ACH	Retiree Memmott	181.48		181.48	Retiree Health -Nov
60	10/21/2021	ACH	Retiree Petrie	168.56		168.56	Retiree Health -Nov
61	10/21/2021	ACH	Retiree Pettey	180.74		180.74	Retiree Health -Nov
62	10/21/2021	ACH	Retiree Reetz	505.96		505.96	Retiree Health -Nov
63	10/21/2021	ACH	Retiree Reilly	181.48		181.48	Retiree Health -Nov
64	10/21/2021	ACH	Retiree Vine	181.48		181.48	Retiree Health -Nov
65	10/21/2021	ACH	Retiree Wettstein	655.00		655.00	Retiree Health -Nov
66	10/21/2021	ACH	Retiree Williams	655.00		655.00	Retiree Health -Nov
67	10/21/2021	ACH	Schriebman, Judy	255.99		255.99	Health Reimbursement -Nov, Expert MAC Software
68	10/21/2021	N/A	SiteOne Landscape Supply	435.45		435.45	Sample Pump Plumbing Supplies Help with Districts 2021-2022
69	10/21/2021	N/A	Spiess, Robert	2,137.50		2,137.50	Sewer Service Charges & Tax Assessments
70	10/21/2021	EFT	Sunlife Financial	2,148.22		2,148.22	EE's AD&D, Disability and Life Insurance-Oct 2021
71	10/21/2021	N/A	TPx Communications	739.00		739.00	Phone Services - Sept.
72	10/21/2021	N/A	United Site Services	602.55		602.55	Porta Potties for Water Stopages
73	10/21/2021	ACH	Univar	7,340.92	3,594.93	10,935.85	Sodium Hypochlorite
74	10/21/2021	N/A	USA BlueBook	1,780.57		1,780.57	Roller Assembly for Pumps
75	10/21/2021	N/A	Valley Irrigation Service	1,517.39		1,517.39	ELC MS PCB & Tower Contactor
76	10/21/2021	N/A	Water Components & Building Supply	986.37		986.37	Misc. Irrigation Repairs
77	10/21/2021	N/A	Water Research Foundation	3,046.00		3,046.00	Annual Utility Membership - 10/2021-9/2022
78	10/21/2021	N/A	WateReuse	1,128.75		1,128.75	Primary Membership
79	10/21/2021	ACH	WECO Industries	767.75		767.75	Seal Kit, Sewer Hose, Tiger Tail, Leader Hose.
80	10/21/2021	EFT	WEX Health	119.01		119.01	FSA Administration & Payments- Sept & Oct
81	10/21/2021	N/A	Woodland Center Auto Supply	826.47		826.47	CMAX Light Bulb, Battery for Boat Motor, Battery for Truck, Funnel
82	10/21/2021	ACH	Yezman, Crystal	200.00		200.00	Health Reimbursement -Nov

Las Gallinas Valley Sanitation District Warrant List 10/21/2021 DRAFT						
Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items

Do not change any formulas below this line.

TOTAL \$ 437,370.36 \$ 3,594.93 \$ 440,965.29

EFT1	EFT1 = Payroll (Amount Required)	118,637.77		118,637.77	Approval:
EFT2	EFT2 = Bank of Marin loan payments	0.00		0.00	Finance
PC	Petty Cash Checking	0.00		0.00	
>1	Checks (Operating Account)	0.00		0.00	GM
N/A	Checks - Not issued	87,527.17		87,527.17	
EFT	EFT = Vendor initiated "pulls" from LGVSD	31,803.78		31,803.78	Board
ACH	ACH = LGVSD initiated "push" to Vendor	199,401.64		202,996.57	
Total		\$ 437,370.36		\$ 440,965.29	

Difference: \$ _____

STPURWE Costs 33,178.13

Agenda Item 2.C
Date OCTOBER 21, 2021

Directors' Meeting Attendance Recap

<u>Name</u>	<u>Total Meetings</u>
Megan Clark	6
Rabi Elias	6
Craig Murray	6
Judy Schriebman	6
Crystal Yezman	<u>5</u>
Total	<u><u>29</u></u>

Meeting Date: 10/21/2021
Paydate: 10/22/2021



101 Lucas Valley Road, Suite 300, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: MEGAN CLARK Month: SEPT., 2021

Board Members shall be compensated for up to the legal limit of six (6) meetings per month and one (1) per day. Board members are limited to four (4) conferences or seminars per year. For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
2 nd	Reg.	X	
16 th	Reg.	X	
20 th	Special - Board Norms	X	
30 th	Special - COVID mtg. RULES	X	
TOTAL		4	

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
1 st	NBWA CONF.	X	
10 th	NBWA REG.	X	
29 th	AD Hoc BCC.		X
15 th	FutureSense Interview + Surv.		X
TOTAL		2	

Total Meetings for which I am Requesting Payment: Max of six (6) per Health & Safety Code §4733	6
----------------------------------------------------------------------------------------------------------------------	----------

I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

Megan Clark Director Signature OCT. 8, 2021 Date
[Signature] Administrative Services Manager Approved 10/11/2021 Date
[Signature] Board Secretary Received 10/8/21 Date



101 Lucas Valley Road, Suite 300, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: Rabi Elias Month: September 2011

Board Members shall be compensated for up to the legal limit of six (6) meetings per month and one (1) per day. Board members are limited to four (4) conferences or seminars per year. For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
9/16/21	Bd. Meeting	✓	
9/22/21	Special Meeting	✓	
9/30/21	Special Meeting	✓	
TOTAL		3	

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
9/17/21	Com. & M Evaluation	✓	
9/27/21	NBWRA meeting	✓	
9/29/21	OCC. Comm meeting	✓	
TOTAL		3	

Total Meetings for which I am Requesting Payment: Max of six (6) per Health & Safety Code §4733	6
----------------------------------------------------------------------------------------------------------------	----------

I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

R. Elias

Director Signature

10/5/2021

Date

[Signature]
Administrative Services Manager Approved

10/11/2021
Date

[Signature]
Board Secretary Received

10/5/21
Date



101 Lucas Valley Road, Suite 300, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: MURRAY, Craig K. Month: September 2021

Board Members shall be compensated for up to the legal limit of six (6) meeting per month and one (1) per day. Board members are limited to four (4) conferences or seminars per year. For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
9/2/21	Board Meeting	X	
9/16/21	Board Meeting	X	
9/17/21	GM Evaluation Ad Hoc Committee Meeting	X	
9/20/21	Special Meeting – Strategic Plan	X	
9/30/21	Special Meeting – Brown Act Meetings under AB 361	X	
TOTAL		5/5	

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
9/3,18,22/21	Merrydale Road/Las Gallinas Creek Headwater Litter Removal c/o City of San Rafael: 9/3 0.5 hours; 9/18 2.5 hours; 9/22 1.0 hours;		XXX
9/1,2/21	CA Special Districts Association Annual Conference	X	X
9/15/21	Marin County Special Districts Association (MCSDA) Meeting		X
9/15/21	Leading Your Community in an Era of Anxiety: How Do You Make Sure You Hear Them and They Hear You. ICMA Webinar		X
9/22/21	Upgrading Biogas + RNG, Featuring City of Lincoln, NE. Webinar by Unison Solutions, An Industry Leader in Biogas Conditioning, Biogas Upgrading, and BioCNG Vehicle Fuel Systems. Unison Systems have been installed around the world at landfills, wastewater treatment facilities, dairies, and food processing digester plants.		X
9/23/21	CASA Air Quality, Climate Change & Energy (ACE) Workgroup Meeting		X
9/24/21	Climate Assessment Interview 2021. FutureSense Jim Finkelstein.		X
9/24/21	LGVSD Board Member General Manager Coordination Meeting		X



101 Lucas Valley Road, Suite 300, San Rafael, CA 94903


Office: 415.472.1734 Fax: 415.499.7715

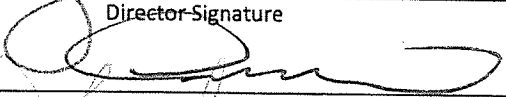
BOARD MEMBER ATTENDANCE FORM

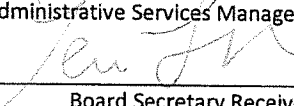
9/29/21	Special Districts Chapter Formation Initial Meeting. Sonoma County Chapter. CSDA		X
9/30/21	CASA, University of Illinois: Biosolids – Challenges and Opportunities for the 21 st Century Webinar		X
TOTAL		1/13	

Total Meetings for which I am Requesting Payment: Max of six (6) per Health & Safety Code §4733	6/18
----------------------------------------------------------------------------------------------------------------	-------------

I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.


 Craig K. Murray

 Director-Signature


 Administrative Services Manager Approved


 Board Secretary Received

September 30, 2021

 Date
 10/11/21

 Date
 9/29/21

 Date



101 Lucas Valley Road, Suite 300, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: Judy Schriebman Month: Sept. 2021

Board Members shall be compensated for up to the legal limit of six (6) meetings per month and one (1) per day. Board members are limited to four (4) conferences or seminars per year. For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
9/2	Reg. Mtg	X	
9/16	Reg. Mtg	X	
9/20	Special Meeting, Board Roles	X	
9/30	Special Mtg	X	
TOTAL		4:4	

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
9/1	GWC Monthly Meeting	X	
9/8	Future Sense Interview		X
9/29	DPR Webinar	X	
TOTAL		2:3	

Total Meetings for which I am Requesting Payment: Max of six (6) per Health & Safety Code §4733	6
----------------------------------------------------------------------------------------------------------------	----------

I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

Judy Schriebman

Director Signature

10/7/2021

Date

[Signature]
Administrative Services Manager Approved

10/11/2021

Date

10.7.21



101 Lucas Valley Road, Suite 300, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: Yezman Month: Sept 2021

Board Members shall be compensated for up to the legal limit of six (6) meeting per month and one (1) per day. Board members are limited to four (4) conferences or seminars per year. For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
09/02/21	Special Board Mtg	X	
09/16/21	Special Board Mtg	X	
09/20/21	Special Board Mtg	X	
09/30/21	Special Board Mtg	X	
TOTAL		4	

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
09/14/21	Zone 7 Flood Control Meeting	X	
TOTAL		1	

Total Meetings for which I am Requesting Payment: Max of six (6) per Health & Safety Code §4733	5
----------------------------------------------------------------------------------------------------------------	----------

I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

[Signature]
Director Signature

[Signature]
Administrative Services Manager Approved

[Signature]
Board Secretary Received

09/30/21
Date

10/11/21
Date

10/11/21
Date

***** Page Left Intentionally Blank *****



**BOARD MEMBER CONFERENCE/
MEETING ATTENDANCE REQUEST**

Date: 10-8-21 Name: MEGAN CLARK

I would like to attend the SUMMIT Meeting
of The State of the Estuary

To be held on the 1ST day of OCT. from 9:30 a.m. / p.m. to
1ST day of OCT. to 5:30 a.m. / p.m.

Location of meeting: VIRTUAL

Actual meeting date(s): OCT. 1, 2021

Meeting Type: (In person/Webinar/Conference) _____

Purpose of Meeting: INFO SAN PABLO

Meeting relevance to District: WE DISCHARGE INTO THE S.F. BAY

Request assistance from Board Secretary to register for Conference: YES NO
Request assistance from Board Secretary to register for Hotel: YES NO

Board Directors to book their own transportation including Airfare, taxi and/or shuttles.

Frequency of Meeting: ONCE

Estimated Costs of Travel (if applicable): \$ 0

Date submitted to Board Secretary: 10-8-21

Board approval obtained on Date: _____

Please submit this form to the Board Secretary no later than 1 week prior to the Board Meeting.

***** Page Left Intentionally Blank *****



Agenda Summary Report

To: Mike Prinz, General Manager *MP*
From: Dale McDonald, Administrative Services Manager *DM*
 (415) 526-1519 dmcDonald@lqvsd.org
Meeting Date: October 21, 2021
Re: Resolution Codifying the Donation Policy
Item Type: Consent X Action _____ Information _____ Other _____
Standard Contract: Yes _____ No _____ (See attached) Not Applicable X .

STAFF RECOMMENDATION

Board to adopt the attached Resolution No. 2021-2228 adding the previously adopted Donation Policy to the comprehensive list of Board Finance Policies and Procedures.

BACKGROUND

From time to time the District receives requests from various organizations for financial contributions. A Donation Policy was developed and adopted by the Board. No change to the policy language is being proposed. The text and layout of the policy was updated to match the format used in the comprehensive list of Policies and Procedures.

The consent item before the Board is to formally codify the policy as F-140 into the list of Board Finance Policies and Procedures. Establishing the policy clarifies the District's position on donations and helps improve operational efficiency, Strategic Initiative One, by establishing a formal procedure giving clear guidance to staff on how to handle donation requests.

PREVIOUS BOARD ACTION

On September 2, 2021 the Board considered and adopted a Donation Policy which established a formal procedure for allocation funds to non-profit community groups requesting contributions from the District.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

None. Codification of the existing Donation Policy into the Board Policies and Procedures will take only minimal staff time.

RESOLUTION NO. 2021-2228

A RESOLUTION APPROVING BOARD FINANCE POLICIES FOR DONATIONS

THE LAS GALLINAS VALLEY SANITARY DISTRICT

WHEREAS, the Board of Directors ("Board") has determined that a comprehensive list of Policies and Procedures for the Board of Directors is in the best interest of the District; and

WHEREAS, the Board has compiled a comprehensive list of Policies and Procedures to serve as the rules and regulations of the Board; and

WHEREAS, the Board did adopt such comprehensive list of Policies and Procedures on July 9, 2009; and

WHEREAS, the Board adopted a Donation Policy on September 2, 2021 and wishes to include policy into the comprehensive list of Board Policies and Procedures.

NOW THEREFORE, the Board of Directors of the Las Gallinas Valley Sanitary District approves codifying into the Board Policies and Procedures the following policy F-140 Donation Policy, a copy of which is attached as Exhibit A.

If any policy or portion of a policy contained within the Policies and Procedures is in conflict with any legislation having authority over the Las Gallinas Valley Sanitary District, said legislation shall prevail.

The Policies and Procedures shall remain in effect until amended by at least a majority vote of the Board of Directors.

* * * * *

I hereby certify that the forgoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California, at a meeting thereof held on the 21st of October 2021, by the following vote of the members thereof:

- AYES, and in favor thereof Members:
- NOES, Members:
- ABSENT, Members:
- ABSTAIN, Members:

Teresa Lerch, District Secretary

APPROVED:

Crystal J. Yezman, President of Board of Directors

F-140 DONATION POLICY

Purpose

This policy establishes a formal procedure for allocating funds to non-profit community groups requesting contributions from the District.

Donations must serve a public purpose. The gift of public funds, such as any expenditure which benefits an individual or small class of individuals only, with no benefit to all of the residents of the District is prohibited by the Constitution of the State of California, Article XVI, Section 6.

Eligibility

Funding contributions will be considered only for educational or non-profit groups with projects, programs and events that serve to benefit the public and meet the mission of the District to protect the public health and our environment, by providing effective wastewater collection, treatment, and recycling services.

Additional factors to be considered when determining whether to fund a contribution:

- When the educational or non-profit provides a service that complements or enhances one the District provides itself.
- When there is an identifiable secondary benefit to the District; or
- When the educational or non-profit provides a service, the District could provide but chooses not to.

Eligible applicants must be hosted by a group that can show the donation benefits the residents of the District. Eligible groups include:

A. School Groups: Activities or educational programs offered by school groups that represent schools whose boundaries are partially or wholly within the District’s limits.

B. Community and Non-profit Groups recognized as a legal entity organized and operated for a collective, public or social benefit: Events and programs hosted by a non-profit, or by a group sponsored by a non-profit.

Ineligible activities: Political, religious, fundraising for undefined activities, and personal expenditures are not eligible for funding.

Reporting: Recipient of the donation must provide a written report to the District Board within 6 months of the event or program end-date. Late, partial, or non-submitted reports for past events will be considered by the District Board when considering donation requests.

Resolution No. 2021-2228	Date Approved: October 21, 2021
President of the Board	Supersedes:

Procedure

The procedure for requesting and receiving a contribution is as follows:

- A. The District Board allocates funding for this program through the annual budget process which will set the annual maximum funding limit of the program.
- B. All applicants must submit a written request. Multiple requests may be submitted in a single fiscal year (July 1- June 30), so long as the total of such requests does not exceed the maximum funding cap. Non-profits, or groups partnered with a non-profit, must provide a Federal Tax ID number along with their current budget and latest financial statement.
- C. Requests that are consistent with the eligibility requirements will be brought to the District Board as the Board Schedule and Board Agenda permit. The Board shall make findings that establishes the benefit to the District and the community it serves.
- E. Requests are considered on a first-come-first-served basis.
- F. The District Board has established a contribution cap of \$12,500 to any single applicant in a fiscal year. However, upon review of the submitted application and supporting materials it is within the Board’s discretion to allow a greater contribution amount per fiscal year, where the Board finds and determines that an applicant provides either 1) a service that complements or enhances any services provided by the District, or 2) the applicant provides a demonstrable secondary benefit to the District and the community it serves, or 3) the applicant provides a service the District could provide but chooses not to do so.

Management of the Program

The General Manager shall oversee the program and has the authority to delegate management of the program to the Administrative Services Manager. Development of program materials, forms, and waivers required by the program are to be coordinated by staff of the District. Reporting requirements of the program are to be established by the General Manager. All financial reporting requirements and waivers required by the program will comply with applicable federal, state, and local laws.

District staff will perform a review of eligibility requirements for each application and perform preliminary inquiries as needed so that the District Board has enough details on the request to make an informed decision regarding the application.

Resolution No. 2021-2228	Date Approved: October 21, 2021
President of the Board	Supersedes:



Agenda Summary Report

To: Mike Prinz, General Manager *MJP*
From: Dale McDonald, Administrative Services Manager *DM*
 (415) 526-1519 dmcDonald@lgvSD.org
Meeting Date: October 21, 2021
Re: Proclaiming a Local Emergency Exists and Authorization for Continued Remote Teleconference Meetings of the Board
Item Type: Consent X Action _____ Information _____ Other _____
Standard Contract: Yes _____ No _____ (See attached) Not Applicable X .

STAFF RECOMMENDATION

Adopt Resolution No. 2021-2229 to allow continued use of remote teleconference for District public meetings per Gov. Code Sec. 54953.

BACKGROUND

On September 20, 2021, Governor Newsom signed AB 361. The legislation provides that local agencies subject to the Brown Act may continue to hold certain public meetings via video/teleconference as they have done during the COVID-19 emergency declared by Governor Gavin Newsom on March 4, 2020.

The legislation allows such meetings to continue during a proclaimed state of emergency if state or local officials have recommended measures to promote social distancing. Local government meetings are indoor meetings that are sometimes crowded, involve many different and unfamiliar households, and can last many hours. The District’s COVID-19 Prevention Program promotes social distancing between individuals for the safety of both employees and the public.

The proposed resolution would provide the Board with the option to continue to hold remote video/teleconference meetings when appropriate while the state proclamation of emergency remains in place.

To continue with AB 361 remote video/teleconference meetings, the District must reconsider the circumstances of the emergency **every 30 days** and determine that either the state of emergency continues to directly impact the ability of the members to meet safely in person; or, state or local officials continue to impose or recommend measures to promote social distancing. These findings must be made by majority vote. *Gov. Code § 54953(e)(3)*.

PREVIOUS BOARD ACTION

On September 30, 2021 the Board adopted the initial Resolution No. 2021-2226 to allow continued use of remote teleconference for District public meetings per Gov. Code Sec. 54953.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

None

RESOLUTION NO. 2021-2229

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR'S ORDER, DATED MARCH 4, 2020, IN CONTINUING EXECUTIVE ORDERS, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT FOR THE PERIOD OF *OCTOBER 21, 2021 THROUGH NOVEMBER 20, 2021*, PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the LAS GALLINAS VALLEY SANITARY DISTRICT (“District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of LAS GALLINAS VALLEY SANITARY DISTRICT’s Board of Directors 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 bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision 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, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 2021-2226 on September 30, 2021, finding that the requisite conditions exist for the Board of Directors of the LAS GALLINAS VALLEY SANITARY DISTRICT to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically, a State of Emergency has been proclaimed by Governor Gavin Newsom, dated March 4, 2020 and continuing; and

WHEREAS, the California Department of Public Health has issues Health Orders, as of August 5, 2021, noting that California is currently experiencing the fastest increase in COVID-19 cases during the entire pandemic with 18.3 new cases per 100,000 people per day, with case rates increasing ninefold within two

months. The Delta variant is highly transmissible and may cause more severe illness. In fact, recent data suggests that viral load is roughly 1,000 times higher in people infected with the Delta variant than those infected with the original coronavirus strain, according to a recent study. And that the Delta variant is currently the most common variant causing new infections in California; and

WHEREAS, effective, August 3, 2021, the Public Health Officer of The County of Marin (“Health Officer”), in keeping with Health Orders from the California Department of Public Health, required all individuals to wear face coverings when indoors in workplaces and public settings, with limited exemptions, and recommends that businesses make face coverings available to individuals entering the business on the basis Since April 2021, the SARS-CoV-2 B.1.617.2 (Delta) variant has been circulating in Marin County. This variant is highly transmissible in indoor settings and requires multi-component prevention strategies to reduce spread. Despite high vaccination rates, Marin County is experiencing substantial levels of community transmission due to the Delta variant. While most COVID-19 cases are among unvaccinated residents, the proportion of breakthrough cases is increasing. Hospitalizations have also increased, primarily among unvaccinated persons. Marin County is also seeing a concerning uptick in cases among staff and residents in long-term care facilities; and

WHEREAS, the Delta variant continues to pose a significant risk to the health and safety of attendees at an in-person meeting of the Board of Directors of the District; and

WHEREAS, the Board of Directors does hereby find that, as noted by the Governor, the California Department of Public Health and the Marin County Public Health Officer, that a State of Emergency continues to exist in regard to the Covid-19 outbreak and its Delta variant, has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California, the California Department of Public Health and the Public Health Officer of The County of Marin; and and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the Board of Directors of LAS GALLINAS VALLEY SANITARY DISTRICT shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to:

1. Clearly advertise the means by which members of the public can observe a public meeting or offer comment during a meeting remotely, via either a call-in or internet-based option;
2. Provide the relevant remote access information to members of the public looking to attend a meeting of a local agency legislative body. This information includes, but is not limited to: phone numbers, passwords, URLs, email addresses, etc., such that members of the public are able to attend the meeting remotely;
3. Ensure that the public remains able to connect to a meeting and offer public comment by the means previously advertised in the meeting notice or agenda; and
4. In the event that meetings are interrupted by technological or similar technical disruptions must first resolve those issues before taking any other action(s) on items on the meeting agenda.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF LAS GALLINAS VALLEY SANITARY DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and due to the continuing Covid-19 pandemic and its Delta variant, which would present an imminent risk to the health and safety of the Board of Directors and members of the public at an in-person meeting due to the confined space in which the Board of Directors meeting are normally held.

Section 3. Re-ratification of Governor’s Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California’s Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020 and continuing through follow-up Executive Orders, the most recent being Executive Order N-08-21, issued June 11, 2021.

Section 4. Remote Teleconference Meetings. The General Manager and Staff of the LAS GALLINAS VALLEY SANITARY DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 20, 2021, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors of LAS GALLINAS VALLEY SANITARY DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of LAS GALLINAS VALLEY SANITARY DISTRICT, this 21st day of October, 2021, by the following vote:

AYES, and in the favor thereof, Members:

NOES, Members:

ABSENT, Members:

ABSTAIN, Members:

Teresa Lerch, District Secretary
Las Gallinas Valley Sanitary District

APPROVED:

[SEAL]

Crystal J. Yezman, Board President

10/21/2021

General Manager Report

Current Items

1. Biosolids NOI Update.
2. STPURWE Project: Biowheel Testing – 3 tank test underway, results seem ok so far.
3. Parliamentary Procedure Workshop – scheduling a follow up meeting to consider procedural changes.
4. Auditors are engaged in on site field work at the District Office.
5. Lab ELAP Audit – Phase 1 – auditor was very impressed with the Lab is doing over the past 7 years.
6. Role Workshop Summary from Kendall Flint is pending.
7. FutureSense report is pending.
8. Electrical and Instrumentation Technician interviews are being scheduled.
9. Five wastewater operator applications are being screened for interviews.
10. Tactical goal setting with managers wrapping up.

Other items or updates may be provided as a verbal report at the Board Meeting.

***** Page Left Intentionally Blank *****



101 Lucas Valley Road, Suite 300
San Rafael, CA 94903
Tel.: 415-472-1734
Fax: 415-499-7715
www.LGVSD.org

Agenda Item 3.2

MANAGEMENT TEAM
Date OCTOBER 21, 2021
DISTRICT BOARD

General Manager, Mike Prinz
Plant Operations, Mel Liebmann
Collections/Safety/Maintenance, Greg Pease
Engineering, Michael P. Cortez
Administrative Services, Dale McDonald
Megan Clark
Rabi Elias
Craig K. Murray
Judy Schriebman
Crystal J. Yezman

October 4, 2021

The Honorable Gavin Newsom
Governor, State of California
State Capitol
Sacramento, CA 95814
Via electronic mail: leg.unit@gov.ca.gov

RE: AB 818 (Bloom): Las Gallinas Valley Sanitary District Support and Signature Request

Dear Governor Newsom:

Las Gallinas Valley Sanitary District respectfully requests your signature on AB 818 (Bloom), a straightforward bill that will encourage pollution prevention through clear and consistent consumer information.

AB 818 would establish labeling requirements for wet wipes packaging so that Californians will know how to dispose of these popular consumer products properly. In recent years, wet wipes designed for various daily household purposes have become widely available. Despite voluntary industry labeling guidelines, proper disposal information is inconsistent on wipes product labels. Some wipes are advertised as “flushable,” which can lead to confusion about what products can be flushed down the toilet and which are instead intended for the trashcan. Because many of these wet wipes are made from plastic, they are not compatible with sewer systems and infrastructure. Improperly flushing these incredibly durable products results in them getting caught in pipes or accumulating with fats, oils, and grease and becoming larger obstructions that cause costly backups and can result in overflows. Further down the sewer line, wipes tend to weave together and create giant rags which get stuck in pump systems and motors and damage expensive public infrastructure. Additionally, environmental harm can come from flushing wipes since they shed microplastics into the wastewater system that can ultimately be discharged into the aquatic environment.

Over the last decade, wet wipes have been an increasing problem for property owners, sewer systems, and ratepayers. A recent national analysis indicates California wastewater agencies spend nearly \$50 million annually on operations and maintenance alone to manage this problem which could be much more easily and affordably managed if consumers knew to dispose of wipes in the trash instead. AB 818 would ensure wet wipes packaging clearly communicates the appropriate disposal method for the products not intended to be flushed, and further requires wipes manufacturers to conduct education and outreach about the “Do Not Flush” symbol and label notice. This straightforward bill has been mutually agreed to by the wipes manufacturers and wastewater and product stewardship representatives.

For these reasons, we strongly support AB 818, and we respectfully request your signature on the bill.

Sincerely,

Mike Prinz, General Manager
Las Gallinas Valley Sanitary District



October 1, 2021

CRAIG K MURRAY
MEGAN CLARK
LAS GALLINAS VALLEY SANITARY DISTRICT
101 LUCAS VALLEY RD SUITE 300
SAN RAFAEL, CA 94903

RECEIVED

OCT 06 2021

L.G.V.S.D.

Dear Craig and Megan,

As you may have heard, I am planning to retire as CEO of Bank of Marin at the end of October. Tim Myers, currently President of the Bank, has been appointed to succeed me. I could not be more delighted that Tim will step in to lead the Bank to continued growth and success. We understand that consistent and stable leadership is more important than ever. With 25 years in financial services, the last 14 with Bank of Marin, Tim brings a wealth of banking experience and institutional knowledge to the role of CEO. He understands our mission, culture and values, and has a deep and passionate commitment to serving the needs of all of our customers.

I would like to take this opportunity to personally thank you for your support during my more than 17 years at Bank of Marin. I am proud of the growth and success we accomplished during that time, which we couldn't have achieved without the support of loyal customers like you.

While I will no longer be involved in the day-to-day operations of the Bank, I will retain my seat on the Board. I welcome this opportunity to continue to serve the people and the communities that are the heart of our organization.

Your business has always been very important to Bank of Marin and I know that relationship will continue to grow under Tim's leadership. Thank you again for the support you have always given me. Please don't hesitate to call me at 415-763-4521 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Russell A. Colombo".

Russell A. Colombo
Chief Executive Officer



Item Number 4.

Agenda Summary Report

To: Mike Prinz, General Manager MJP
 From: Michael P. Cortez, PE, District Engineer IH for MC
 (415) 526-1518; mcortez@lqvsd.org
 Meeting Date: October 21, 2021
 Re: Operations Control Center Design Contract Amendment
 Item Type: Consent _____ Action X Information _____ Other _____
 Standard Contract: Yes X No _____ (See attached) Not Applicable _____

STAFF RECOMMENDATION

1. Board to authorize the General Manager to execute Contract Amendment 6 with Danadjieva Hansen Architects (DHA) in the amount of \$1,609,096 for final design of the Operations Control Center (OCC) Building and the following project components:
 - a. Corporation Yard
 - b. Bioassay Facility
 - c. Fire Truck Hammerhead within Treatment Plant
 - d. Parking Lot Improvements
2. Board to authorize the design of optional OCC Building features in the amount of \$209,000. DHA will conduct a workshop with the District Board and staff to evaluate the following optional features before start of design:
 - a. Recycled Water Feature
 - b. Planting Irrigation System
 - c. Signage
 - d. Multi-Media Support
 - e. Energy Modeling
 - f. Leadership in Energy and Environmental Design (LEED) Certification

BACKGROUND

Per Board direction on July 15, 2021, Staff has prepared Amendment 6 for the original contract with Danadjieva Hansen Architects dated November 16, 2016 for the design of the Operations Control Center Building, which the District put on hold in November 2017. Amendment 6 consists of *Revised Scope of Work* developed by District staff and fee schedule prepared by DHA in response to the design work requested in the scope. Staff's intent is to finish the design and prepare bidding documents within one year of execution of the Amendment.

District staff discussed the following items and obtained concurrence with the OCC Building Ad hoc Committee on September 29, 2021:

1. The OCC Building will include the following minimum project components:
 - a) Demolition of existing carport to accommodate a fire truck hammerhead turnaround and additional parking.

- b) Demolition of the existing laboratory building to accommodate a corporation yard replacement.
 - c) Construction of a new bioassay facility.
 - d) Parking lot improvements.
2. A fire truck turnaround in the form of a hammerhead within the plant in lieu of a fire loop road previously approved by City of San Rafael Fire Department would result in potential savings of up to \$2.5M by eliminating the need to construct a new terraced planter retaining wall and relocate existing electrical conduit fence.
 3. A hammerhead within the plant would require demolition of the existing carport, which is undersized for current needs. This will require construction of a corporation yard in the existing lab building site. A portion of the potential Fire Loop Road savings would be used to offset the cost of the new corporation yard, which will be substantially less costly to construct and more beneficial to the District than a Fire Loop Road.
 4. Demolition of the existing carport would allow expansion of the existing parking lot within footprint of the existing carport. Additional parking stalls may be incorporated with the corporation yard.
 5. The corporation yard will be designed as part of Amendment 6 and will be included in the bidding documents with the following options:
 - a) Paving Only, But No Building – Paved area to park District vehicles and equipment currently parked in the existing car port and the Biogas Energy Recovery System area parking.
 - b) Paving With a New Building – Properly designed covered carport with paving and appropriate lighting, security gates, and fencing.
 6. Temporary staff relocation during construction will be considered the base bid project with an option to not relocate staff as an alternate bid item. Staff is concerned with noise and safety during construction. The existing Administration Building footprint would be an ideal site for construction staging and access. As part of the scope, DHA shall develop construction activity restrictions for no staff relocation option. This would allow the District to select the most cost-effective option prior to contract award.
 7. A new bioassay facility will be incorporated into the proposed new corporation yard to replace the existing facility currently in the lab building. Bioassay is a critical lab function and National Pollutant Discharge Elimination System (NPDES) permit requirement. A proposed bioassay facility was deleted with the UV System in the Secondary Treatment Plant Upgrade & Recycled Water Expansion (STPURWE) project.
 8. The project will require design of a new potable water, recycled water, and treated water distribution systems, including other utilities such as natural gas, telephone, gas, and cable. Some of these new utilities will not require replacement outside the OCC construction area.



9. Permitting is included in the DHA scope, but not the permitting fee. The permitting fee with City of San Rafael is estimated at \$500,000 based on a sliding scale of construction cost.
10. Waste Gas Burner System relocation is not included in DHA scope, and it will likely be a future CIP project. Staff discussed potential risks of not including relocation of the Waste Gas Burner System with the OCC ad hoc committee.
11. The following optional items will be discussed with the District Board for consideration during a future workshop:
 - a) Recycled Water Feature Design
 - b) OCC Building Planting Irrigation
 - c) Signage
 - d) Multi-Media Support
 - e) Energy Modeling
 - f) LEED Certification
12. The proposed scope includes design services during bidding and construction phases.
13. The scope of the previous contract was for the design of a two to three-story building with a ground floor area of 5,000 SF, which is approximately of the same size of the new OCC Building. The original contract amount was \$248,000. This is approximately 1/8 of DHA's fee proposal for Amendment 6.
14. Staff discussed with DHA the disparity between the original contract and Amendment 6 fee proposals. DHA stated that the scope has changed significantly. Furthermore, DHA indicated that fee proposal for Amendment 6 includes credit for previous work completed, although this was not itemized.
15. The total fee proposal for Amendment 6 submitted by DHA including subconsultants is in the amount of \$1,818,096. DHA's portion of work is 30% of the total amount (\$543,400), which is proportionally low for a prime consultant for project of this scale. The remaining amount of \$1,274,696 for subconsultant work does not include DHA markup, which is not specified and considered zero.
16. No sheet count is available from DHA's fee proposal.
17. DHA agreed to prepare cost estimates at schematic, design development, and construction design levels including engineer's estimate for bidding purposes.
18. DHA suggested a 10% design contingency in the amount of \$181,810. Staff responded that amendments do not typically include contingencies. Any amount over the fee proposal will be addressed in a separate amendment requiring Board approval.

During strategic planning sessions conducted by the Board in 2019, the OCC Project was incorporated into Strategic Initiative 6 of the District's current group of strategic initiatives.



PREVIOUS BOARD ACTION

- 1) The Board awarded a contract with DHA for the architectural design of the Operations Control Center on October 13, 2016.
- 2) The Board awarded a contract to MWA Architects for the Administration Building Site Evaluation project on December 5, 2019, and Amendment 1 on May 21, 2020. Amendment 2 was awarded on November 19, 2020 for conceptual building elevation development for the existing administration building site.
- 3) On June 22, 2021, the Board considered an alternative project approach to acquire an offsite office space for Administration and Engineering Department in conjunction with the construction of a smaller scale OCC/Lab Building at the treatment plant. The Board indicated this could be considered at a later date.
- 4) On July 15, 2021, the Board selected Site 5 (Hillside Option) as the final site for the new OCC Building and directed staff to proceed with reinstating the contract with DHA for Site 5 and prepare the amendment as required for design revisions.

ENVIRONMENTAL REVIEW

CEQA compliance requirements will be determined in the initial design stage, which is anticipated to include an option to file an addendum to the previous STPURWE Initial Study/Mitigated Negative Declaration (IS/MND).

FISCAL IMPACT

Design Cost Summary

Original Contract	\$248,000
Amendments 1-5	+ \$50,515
<i>Subtotal</i>	<u>\$298,515</u>
Total Payment as of Nov 2017 (76% of Contract Amount)	- \$227,194
Remaining Budget	<u>\$71,321</u>
Budget Adjustment Reset	<\$71,321>
Amendment 6	+ \$1,818,096
Current FY 2021-22 Budget	- \$1,410,300
Additional Need	<u>\$407,796</u>

Budget Reallocation* (Required to offset overage)

BERS Skid Canopy ⁽¹⁾	\$104,760
Mulligan Wet Well Upgrade ⁽²⁾	\$60,000
Reclamation Pasture Irrigation System Assessment Study ⁽²⁾	\$45,000
Rafael Meadows Pump Station Site Improvements ⁽³⁾	\$180,000
Annual Plant Paving ⁽⁴⁾	+ \$18,036
	<u>\$407,796</u>



Notes:

- 1) The BERS Skid Canopy will be deferred until next fiscal year and may be combined with other structural projects.*
- 2) This project will be deferred until completion of the Integrated Wastewater Master Plan (IWMP) and will be combined with appropriate IWMP project recommendations.*
- 3) Rafael Meadows Pump Station Site Improvements will be deferred until completion of easement negotiation with City of San Rafael.*
- 4) This project will be deferred until completion of STPURWE project.*

**CONTRACT AMENDMENT 6 – REVISED SCOPE OF WORK
OPERATIONS CONTROL CENTER BUILDING DESIGN (JOB NO. 21100-01)
OCTOBER 21, 2021**

1.0 BACKGROUND

Contract Amendment 6 with DHA shall include the design of the following major project components:

- 1.1 Operations Control Center (OCC) Building at Site 5 (hillside location, as reaffirmed by the District Board on July 15, 2021). This includes:
 - a. Revisions to the ~50% design submitted by DHA when the District put the project on hold in 2017. At a minimum, revisions shall include changes to the following:
 - i. Laboratory layout.
 - ii. Floor plans to accommodate 32 District employees and future staffing needs, including spare conference rooms and temporary offices for third-party consultants and auditors working part-time for the District.
 - iii. Architectural, Civil, Structural, Mechanical, Electrical, Plumbing, and other drawings.
 - b. New design criteria shall be subject to workshops to be conducted between DHA and District staff to reevaluate space needs and other requirements that may have changed from the original scope.
 - c. Demolition of the existing Administration Building, which would require leasing mobile trailers as temporary operations control room and staff offices as part of the construction.
 - d. Demolition of existing Laboratory Building.
- 1.2 Fire Apparatus Access Road – This road will provide ingress and egress for the Fire Department, District employees, and general public during emergency events and normal use. The access road and driveways shall be provided and maintained in compliance with Section 503 of the California Fire Code (CFC).
- 1.3 Corporation Yard - Existing site constraints would require the demolition of the existing covered carport to accommodate the new Fire Apparatus Access Road and new driveways. A new Corporation Yard will be constructed for storage and maintenance of District vehicles and equipment. The facility shall be an enclosed structure with a separate open area for general maintenance activities. Shop Building functions such as vehicle spare parts and tools storage shall be incorporated in the corporation yard. This includes site evaluation for at least three potential locations for the new Corporation Yard.
- 1.4 Parking Lot Improvements – The existing parking lot needs to be reconfigured or relocated to meet the geometric requirements of the new Fire Apparatus Access Road and driveways, which would significantly reduce the number of

parking stalls. A new parking lot for District employees and visitors shall be constructed elsewhere to augment current and future needs. This includes site evaluation for the new larger parking lot.

- 1.5 Waste Gas Burner System Relocation – It was determined during the design of STPURWE project, which initially included the construction of a new OCC Building at Site 5 and that the existing waste gas burner system needs to be relocated to meet minimum flare stack height, heat radius, and other clearance requirements. The design shall include site evaluation for the relocation of the existing system.
- 1.6 Pre-Engineered Bioassay Building – The relocation of lab function as part of the new OCC Building would require the construction of a new structure near the treatment plant outfall to house the existing bioassay system. The bioassay function was originally integrated with the UV Building, which was originally included but later removed from the STPURWE project. The revised scope with DHA shall include the design of a small pre-engineered building to house the District’s existing bioassay system.
- 1.7 Existing Admin Building Demolition, Temporary Staff Relocation During Construction, and Construction Staging Area and Access – DHA shall assume that the design of the OCC Building requires the demolition of the existing Administration Building as part of the Base Bid. This would require temporary staff relocation during construction and allow the site to be used for construction staging area and access. DHA shall incorporate into bidding documents the lease of fully furnished temporary offices as temporary operation control room and staff offices to be located within the treatment plant perimeter. In addition, DHA shall prepare supplemental conditions for an alternate bid to leave existing Administration Building occupied during construction.
- 1.8 Potable Water Distribution System – The original contract with DHA included the design of potable water distribution system for fire hydrants and OCC Building. However, it was found during construction of the STPURWE project that the existing system is undersized. The revised scope with DHA shall include the design of a new plantwide potable water distribution system to replace the existing grid looped system around the plant perimeter. The design shall satisfy Marin Municipal Water District and City of San Rafael Fire Department requirements for fire hydrants and potable water services. This includes utility investigation and potholing during design.
- 1.9 Recycled Water Distribution System – The revised scope shall include the design of a recycled water distribution system for the OCC Building landscaping irrigation system and water feature. The new system shall be installed around the plant perimeter and shall be designed to adequately

provide recycled water to current and future non-potable needs. Investigate the possibility of using recycled water for fire hydrants. This includes utility investigation and potholing during design.

1.10 Treated Wastewater (#3 Water) Distribution System – The revised scope shall include the design of a #3 Water distribution system for the plant. The new system shall be installed within the plant perimeter and shall be designed to adequately provide #3 Water to current and future operational needs. This includes utility investigation and potholing during design.

1.11 Other Utility Systems – The design of the new OCC Building shall include the following utility systems:

- a. Cable
- b. Telephone
- c. Natural Gas
- d. Water
- e. Waste heat for hydronic heating
- f. All utility investigation and potholing during design.

1.12 Other Design Features

- a. ADA Compliance
- b. LEED Certification
- c. Emergency Operation Control Room
- d. Education Learning Center
- e. Classroom for Public Workshop and Training
- f. Gender Neutral Public Restrooms
- g. Water Feature (optional)
- h. Solar Photovoltaic System
- i. Electric Vehicle Charging Station
- j. Live Wall and Other Landscaping
- k. Outdoor Seating Area
- l. Patio and Other Hardscaping

1.13 Due to funding limitations, some of the project components listed above may not be incorporated or constructed as part of the OCC Building. However, DHA shall include all project components as part of this design amendment and develop supplemental conditions and bid descriptions for all alternate bid items.

2.0 SCOPE OF WORK

2.1 General

1. The Project includes all site development, site utilities, structural, mechanical, plumbing, electrical, landscaping, as well as other possible tasks that might be determined as the design evolves.

2. The Project must be designed in accordance with all applicable laws, state and local building requirements, code requirements, ordinances, regulations, and legal limitations.
3. It is the intent of the District to apply sustainable development concepts in the planning, design, construction, environmental management, operation, maintenance and disposal of materials, consistent with applicable laws and requirements.
4. DHA shall provide and submit 50% design, 90% design, and Bid Set.
5. The District may issue design amendments to DHA for additional tasks not listed in this revised scope.

2.2 Workshops

1. DHA shall conduct the following workshops:
 - a. Space Needs Re-Evaluation
 - b. Workflow and Floor Layout Revisions
 - c. Site Selection for the Corporation Yard, Waste Gas Burner, Bioassay Structure, and Parking Lot
 - d. Fire Access Road Geometric Configuration
 - e. Maintenance Plan & Servicing Requirements

2.3 Environmental Review

1. Prepare a California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration (IS/MND) for the project.
2. The environmental mitigations shall be integrated into the project design and shall consider potential issues associated with the design and construction of all major components outlined in the scope of work.
3. Issues to be considered shall include but not be limited to:
 - a. Air regulations including greenhouse gas and odor emissions.
 - b. Environmental and worker safety risks.
 - c. Project staging needs.
 - d. Management of excavated materials and control measures for management and disposal of any contaminated soils and groundwater.
 - e. Biological monitoring requirements before and during construction.
 - f. Biological Assessment and Cultural Resources Analysis.
4. Submit IS/MND to the State Clearinghouse.
5. Conduct meetings with the various regulatory and permitting agencies in connection with the CEQA review and permitting for the project.
6. Conduct a public hearing(s) as necessary and prepare responses to inquiries and comments from the public and other agencies. Update IS/MND if necessary.
7. Obtain Environmental and Design Review Permit approval by the City of San Rafael Planning Commission.
8. Deliverables:
 - a. IS/MND Notice of Completion & Environmental Document Transmittal

- b. Board Resolution Adopting IS/MND
- c. CEQA Notice of Determination to be filed by the District with the Marin County Clerk Office
- d. Environmental Mitigation Monitoring and Reporting Program as Supplemental Conditions in the Technical Specifications. *All Technical Specifications for this Project shall be in Construction Specification Institute (CSI) format.*
- e. CEQA documents as may be required by City of San Rafael Planning Commission City of San Rafael Planning Commission.

2.4 Building Permit and Other Permitting Requirements

1. The District has discussed OCC Building permit requirements with City of San Rafael planning and building departments pursuant to Government Code § 53091(d) for wastewater treatment facilities. DHA shall obtain building permit approval from City of San Rafael for construction of the OCC Building noting that the District has certain exemptions from building and planning permit requirements. At a minimum, DHA shall:
 - a. Coordinate plan check with Planning, Building, and Fire Departments.
 - b. Obtain Building Permit noting specific Electrical, Plumbing, and Mechanical Permit requirements.
 - c. See Task 2.1 above for Environmental and Design Review Permit approval.
 - d. In general, the District is responsible for all plan check and permitting fees associated with all permit approvals.
2. Identify all other permitting needs for the Project, prepare necessary permit applications, and obtain all necessary permits for construction of the OCC Building and all associated project components.
3. Provide all communications and follow up with agencies and utility companies to secure permits and approvals. The following agencies and utility companies may require additional approval:
 - a. Marin Municipal Water District
 - b. PG&E
 - c. AT&T
 - d. Comcast
4. Multi-Building or Multi-Site Permits – The project may involve multiple buildings and/or sites and could require a separate permit for each building or site.
 - a. DHA to determine the construction cost estimate for each building or site if separate permit is required for each building or site. See Construction Cost Estimate Task for details.

2.5 Construction Contractor Pre-qualification

1. The District intends to pre-qualify contractors and subcontractors to bid on the Project. DHA shall:

- a. Prepare the necessary documents for pre-qualifying construction contractors and subcontractors for this Project which are consistent with the California Public Contract Code including questionnaires and financial statement forms.
 - b. Prepare a uniform system of rating bidders on objective criteria, based on the completed questionnaires and financial statements.
 - c. Prepare an appeal procedure, by which a contractor that is denied pre-qualification may seek a reversal of that determination.
 - d. Prepare guidelines and assist the District with the interview process.
 - e. Assist the District in evaluating the respondents and developing a list of the contractors and subcontractors meeting the minimum pre-qualification requirements.
 - f. Document and make a record of all selection procedures.
2. Deliverables:
- a. Pre-Qualification Package including questionnaires, financial statement forms, rating criteria, and appeal procedure.
 - b. Guidelines for the Interview Process
 - c. A matrix for Evaluation Results and Scoring

2.6 Special Requirements

1. Fire Access Road

- a. Fire Access Road shall be compatible with existing plant operations.
- b. The access road shall comply with California Fire Code, and City of San Rafael Fire Department requirements, including fire hydrant requirements.
- c. Evaluation of access road and turnaround alternatives to meet the requirements set forth in Appendix D of the California Fire Code.
- d. Deliverables:
 - i. Obtain approval from City of San Rafael Fire Department.
 - ii. Plans and Specifications

2. Parking Lot

- a. Prepare site evaluation analysis and provide recommendation on a final site for the parking lot.
- b. Design of the parking lot shall be compatible with existing plant operations and comply with code requirements.
- c. Deliverables:
 - i. Technical Memorandum documenting the site evaluation analysis.
 - ii. Plans and Specifications

3. Corporation Yard

- a. Prepare design for demolition of existing Fleet Vehicle Garage and construction a new Corporation Yard Facility at a feasible location within the treatment plant.

- b. The new facility shall improve operation workflow and provide additional parking spaces for employees and visitors.
- c. The facility shall be an enclosed structure for storage and maintenance of vehicle and equipment, plus an open area for general maintenance activities.
- d. Deliverables: Plans & Specifications

4. Bioassay Facility

- a. DHA to include construction of a new bioassay facility separate from the laboratory at a feasible location near the plant discharge outfall.
- b. The facility shall be an enclosed structure with bioassay test system, utility room, lavatory, HVAC system, and other necessary features.
- c. Deliverables: Plans & Specifications

5. Existing Admin Building Demolition, Temporary Staff Relocation During Construction, and Construction Staging Area and Access

- a. DHA shall develop a Supplemental Conditions section of the Technical Specifications outlining the following:
 - i. Efficient sequencing of construction activities related to existing building demolition and temporary staff relocation noting that staff input, safety, and operational impacts are major considerations.
 - ii. Designating the existing building site as construction staging area and access and identifying other areas within or outside of the treatment plant for additional space as necessary.
 - iii. Assist District staff in obtaining the lease of additional space or temporary construction easements.
- b. DHA shall develop bid alternate descriptions, selection criteria and evaluation matrix for District staff after bid opening for the following options:
 - i. Base Bid – Temporary Staff Relocation
 - ii. Alternate Bid – No Temporary Staff Relocation
 - a. Staff to occupy existing administration building.
 - b. Contractor to demolish existing building after construction, which would require developing provisions for night work, weekend and holiday work, limited construction activities during District work hours, restrictions on select equipment use, and others.
- d. Deliverables:
 - i. Technical Memorandum summarizing temporary staff relocation analysis.
 - ii. Technical Specifications including Supplemental Conditions in CSI format.
 - iii. Base Bid and Alternate Bid Item Descriptions
 - iv. Bid Evaluation Matrix

v. Plans & Specifications

6. Waste Gas Burner System Relocation

- a. Code Compliance
 - i. Review local, state and federal requirements, and applicable clearances per latest version of California Building Code, Cal-OSHA, MOP8, ANSI, etc. to determine if relocation of existing Waste Gas Burner System (“flare”) is required.
 - ii. If relocation determines to be necessary based on the evaluation, subconsultant shall proceed with Items 2 to 5 under Task 1.2.
- b. Review Bay Area Air Quality Management District (BAAQMD) Requirements
- c. Obtain necessary BAAQMD permits:
 - i. Authority to Construct – For construction of the new flare.
 - ii. Permit to Operate – For the new flare.
- d. Evaluation of Alternative Sites – Perform a site evaluation analysis and recommend a site for the new flare. The District will select the final site based on subconsultant’s analysis and preference considering future space needs.
- e. Design of CNG gas piping to allow routing of tail gas directly to the flare.
- f. Deliverables:
 - i. Technical Memorandum to document the review and findings under Task 1.2.1 Code Compliance.
 - ii. Submit permit applications to BAAQMD and provide copies of necessary permits to the District for records.
 - iii. Plans and Technical Specifications

7. Other Utility Systems

- a. DHA shall identify the closest tie-in point and prepare plans and specifications for the following utility systems:
 - i. Cable
 - ii. Telephone
 - iii. Natural Gas
 - iv. Potable Water
- b. Deliverables: Plans and Technical Specifications

8. Network, Personal Computer (PC) System, SCADA, and Operations Control Room Temporary Relocation

- a. Server and Individual PC Relocation
 - i. Prepare work plan to seamlessly relocate existing network and individual employee PCs to the OCC Building.
 - ii. Design ethernet cable system at both temporary and permanent location.

- iii. Prepare network and PC layout at both temporary and permanent location.
- iv. Prepare detailed scope of work and bid item description to be included in the contract documents.
- b. SCADA System and Operations Control Room Relocation:
 - i. Prepare work plan to seamlessly relocate existing SCADA system and Operations Control Room to the OCC Building.
 - ii. Design ethernet cable system at both temporary and permanent location.
 - iii. Prepare SCADA network at both temporary and permanent location.
 - iv. Prepare detailed scope of work and bid item description to be included in the contract documents.
- c. Deliverables:
 - i. Layout Plan
 - ii. Detailed Scope of Work
 - iii. Bid item description

9. Bid Alternate Option:

- e. DHA shall identify bid alternate opportunities during design for potential cost savings, such as:
 - i. Major Materials Selection
 - ii. Optional Features such as Water Features, Live Wall, etc.
- f. Deliverables:
 - i. Technical Specifications including Supplemental Conditions in CSI format.
 - ii. Bid Alternate Item Descriptions

10. Existing Admin Building & Treatment Plant As-Builts and Construction Drawings

- a. Review architectural, civil, mechanical, electrical, and plumbing of the existing administration, laboratory, and shop buildings.
- b. STPURWE Conformed Drawings – Review plant layout and other pertinent information for design and construction of the OCC Building. The anticipated STPURWE project construction completion date is June 2022.
- c. Electrical As-Builts and STPURWE Construction Drawings
 - i. Existing Admin Building
 - 1. Design shall include demolition and relocation of MCC-1.
 - 2. Electrical Engineer to field verify existing conditions during design.
 - ii. Existing Treatment Plant Electrical

1. If deemed necessary, design shall include demolition and relocation of Stainless Steel Conduit Fencing and associated conduits.
 2. DHA and its subconsultant shall review and determine if demolition and relocation of the conduit fencing are required for improvements associated with the OCC Building.
 3. Design shall include demolition and relocation of existing power, analog, and lighting cables.
 4. Electrical engineer shall field verify existing STPURWE electrical upgrades during design.
- b. Deliverables:
- i. Technical Memorandum documenting review and recommendation for project scope based on review of the as-builts and STPURWE construction drawings.
 - ii. Prepare plans and technical specifications to include information gathered during field verification of existing utilities.

11. Hazardous Materials (Allowance)

- a. Hazardous Materials Testing – Survey the existing Administration Building, Fleet Vehicle Garage, and other structures impacted by the construction and demolition activities of the OCC Building. If deemed necessary, collect and analyze samples of materials for presence of hazardous materials including but not limited to: asbestos, lead, and PCB's.
- b. Hazardous Materials Survey Report - Prepare a *Hazardous Material Survey Report* to document procedure, process and findings, and identify building components requiring hazardous materials abatement.
- c. Hazardous Materials Abatement Design – Provide construction documents for hazardous materials abatement in accordance with applicable code and Federal regulations.
- d. Hazardous Materials Construction Administration – Provide Construction Monitoring and Administration Services for hazardous materials abatement activities.
- e. All costs associated with managing and coordinating subconsultant shall be included in the consultant's fee schedule.
- f. Deliverables:
 - i. Hazardous Material Survey Report
 - ii. Plans & Specifications, including hazardous material abatement.

12. Applications for Other Funding Sources (Allowance)

- a. The District intends to apply for grant, loan, and other funding sources for construction of the project, such as:
 - i. State Revolving Fund
 - ii. IBank
 - iii. Bank Loans
 - iv. Federal Infrastructure Grants
 - v. Other grant opportunities
- b. Assist the District in the preparation of grant and loan applications.
- c. Assist District staff, CPA, and Construction Manager in the preparation of progress reports, final reports, and miscellaneous correspondence required by the grant or loan financing entity during design, bid, and construction phases.
- d. Monitor post-construction performance and submit required certifications.

13. Maintenance & Servicing Requirements

- a. Prepare a Facility Maintenance Plan and Schedule:
 - i. Identify major building equipment such as elevator, solar panels, HVAC, etc. requiring special maintenance and develop maintenance agreement templates.
 - ii. Identify major building components such as structural steel trusses, siding, etc. requiring special maintenance.
 - iii. The plan shall include procedures to safely access all critical equipment and components.
- b. Deliverables: Facility Maintenance Plan and Schedule

2.7 Construction Cost Estimate

- 1. Prepare a detailed construction cost estimate for 50% design, 90% design, and Bid Set. The estimate shall be itemized by the applicable divisions and sections of the latest CSI Master Format.
 - a. The detailed breakdown of each work item shall include labor, equipment, material, and total costs.
 - b. The construction estimate shall include all bid items, bid alternates, and unit price items.
 - c. All cost estimates shall be adjusted with inflation factor for the year in which the work is to be performed.
 - d. The cost estimate shall include description of each work item, all allowances, and contingencies applicable to the construction.
 - e. Estimator shall provide cost estimate in the bid schedule format for bid evaluation purposes.
- 2. Grant, Loan, and Financing Support – See Task 2.5.10 above.
- 3. Deliverables: Construction Cost Estimate with detailed breakdown.

2.8 Bid Phase Services

- 1. Pre-Bid Services

- a. Attend, chair, record, and distribute minutes of the pre-bid meeting and project walk-through.
 - b. When bidders ask questions that may affect the bid price of the project, DHA shall develop addenda to clarify the bid documents. DHA shall be the point of contact for all questions during bid time. The District will only be responsible for addendum issuance.
 - c. Send final addendum to the District at least seven (7) calendar days prior to the bid opening date.
2. Post-Bid Review Meeting, Recommendation for Award
- a. Review the bid proposals submitted by contractors to determine the low responsible bid, including reference check.
 - b. Develop a post-bid questionnaire and conduct a post-bid review meeting with the Contractor's representative to review the construction costs and schedule, staffing, and other pertinent information to ensure the Contractor understands the Scope of the Work and that their bid proposal is complete and inclusive of all requirements necessary to deliver the project in strict accordance with the plans and specifications.
 - c. Prepare Bid Summary and tabulation of bid results.
 - d. Obtain Schedule of Values from the Apparent Low Bidder for future Change Order negotiations and progress billing purposes.
3. Conformed Drawings
- a. Prepare stamped "Conformed Drawings" to the District that reflect all addendums and/or required changes, additions, and deletions to the pertinent drawings within fourteen (14) calendar days of the construction contract award date.
 - b. Any changes made in addendums, meeting minutes, post bid review requirements shall also be reflected in the specification.

2.9 Construction Phase Services

1. Meetings:
 - a. Attend the pre-construction meeting and all construction job meetings during the construction phase of the project.
2. Schedules:
 - a. Review and recommend approval of the project construction schedule prepared by the Contractor. The schedule shall identify all necessary start and completion dates of construction, construction activities, submittal process activities, material deliveries and other milestones required to give a complete review of the project.
3. Prepare response to RFI and submittals from the Contractor for items pertaining to the design of the project. Review and recommend approval of material submittals.
4. As-Built & Record Drawings Update:
 - a. The Contractor will keep the contract drawings up-to-date at all times during construction. Upon completion of the project, Contractor will submit the redlined as-built drawings to DHA with

- the Contractor certification as to the accuracy of the information prior to final payment.
 - b. Review the Contractor's redlined as-built drawings at each construction progress meeting to ensure that the drawings are up-to-date. Any deficiencies shall be noted in the progress meeting minutes.
5. Punch List and Final Inspection
- a. Conduct site inspections to determine the dates of substantial and final completion.
 - b. DHA shall complete routine site inspections to observe construction progress and ensure that the construction conforms to plans and specifications.
 - c. Prepare and distribute the punch list to the District for review and certification of final project acceptance.

2.10 Project Closure

1. Close Out Documents
 - a. Review all project close-out documents as submitted by the Contractors to ensure that they comply with the requirements listed in the Contract Documents.
 - b. Forward the package to the District within fourteen (14) calendar days from the date the Certificate of Occupancy/Certificate of Approval is issued.
 - c. Submit a letter certifying that the project was completed in accordance with the Contract Documents.
2. As-Builts – Prepare and finalize record drawings using redlined plans from contractor and subcontractors. Final record drawings shall be transmitted to the District in AutoCAD and PDF formats.
3. O&M Manuals – Provide three hard copies and one in electronic format.
4. Prepare and obtain Building Permit closure requirements.

3.0 AD HOC COMMITTEE MEETINGS AND BOARD MEETING PRESENTATIONS

1. Attend Ad Hoc Committee Meeting (6 minimum) to provide regular updates and answer questions related to the project.
2. Board Meeting Presentations (2 minimum)
 - a. Contract Amendment 6 Board Approval – October 7, 2021
 - b. 50% Design Submittal – TBD
 - c. Final Design Submittal – TBD

4.0 PROJECT SCHEDULE

- Start of Design: November 2021
- Design Schedule: ~12 months, ends November 2022
- Target Bid Date: December 2022
- Start of Construction: March 2023
- Construction Duration: Approximately 24 months, including demolition of the existing administration building.

- Project Completion: March 2025

5.0 PROPOSAL REQUIREMENTS AND CONTENTS

The proposal shall be prepared in accordance with the following. Material submitted in addition to that specifically required will not be reviewed.

5.1 **General Firm Information:** This section shall include the following:

- a. Organizational Chart
- b. Subconsultant Firm Information for Each Discipline
 - i. *Registered Professional Engineer's stamp is required for all engineering disciplines, including but not limited to civil, structural, geotechnical, mechanical, electrical, and environmental.*
 - ii. *Architect license is required for all architectural and landscaping plans.*

5.2 **Compensation:** Provide a matrix ("Fee Schedule") indicating an estimate of hours and corresponding fee to complete the services. Also, provide separate itemized time and materials fee adjustments, where appropriate, for additional tasks you feel should be added. The Fee Schedule shall consist of:

- a. Task Column
- b. Number of hours per task
- c. Hourly rates and extended totals
- d. Fee Schedule for each subconsultant with detailed breakdown of tasks.

District approval is required for all additional tasks. No additional consultant or subconsultant compensation will be allowed without a District approved amendment.

Note that all progress billings shall include the Project Number and a memo summarizing DHA and subconsultant activities prior to payment.

5.3 **Waiver:** By submitting a Proposal, DHA represents and warrants that it has sufficiently informed itself and its subconsultants in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the original Contract and amendments, including Amendment 6; that DHA has checked its Proposal for errors and omissions; that the prices stated in its Proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Contract.



DANADJIEVA HANSEN ARCHITECTS Inc.

September 27, 2021

Mike Cortez,
District Engineer
Las Gallinas Valley Sanitary District, San Rafael, CA. 94903

Re. Architectural and Engineering Design Services for LGVSD Administration Building,
OCC Amendment No. 6

Dear Mike,

On July 15, 2021 Las Gallinas Valley Sanitary District Board voted to issue Amendment No. 6 to our existing Agreement with the District dated 16th of November 2016 for Consultation and Architectural Design Services. The Amendment requires DHA, Inc. to act as the primary consultant to the District providing Architectural and Engineering Design services for the Planning, Design, and Construction Administration. The Board explicitly expressed the intent to issue Amendment No. 6 to our present contract for those services pending the successful conclusion of the negotiations in process.

You are asking for a "fixed budget" from DHA, Inc. that depends on the performance of other parties, the services of which we have to coordinate. In response to your revised Scope of Work for Operations Control Center Building Design, received on September 24, 2021. We developed, together with the listed engineering subconsultants, for your review and Board's review and approval, a detailed Work Scope corresponding to known scope at this time. The estimates, carefully developed by tasks, include credit for the work previously completed by DHA architects. They are based on our extensive experience in successfully completing similar facilities, below budget. For initial planning purposes only, itemized, in Section 4, is the Budget by phase, which can be cut when the scope is reduced. With your help, under the leadership of DHA, Inc, our "hands on" approach, and our judicious use of consulting talent and expertise, we can fulfill your requirements.

Phases 1 through 4 of the Work are extremely important milestones that give an early temperature reading of the cost impact on the project. Decisions taken during those early phases can optimize the District's Budget. When authorized to start work on November 1, 2021, project completion can be expected by the end of March 2025.

Thank you for this opportunity.

Respectfully

Fani Hansen, AIA, LEED AP, BD+C, DHA, Inc,

P/1613/Agreement/Amendment No. 6



DANADJIEVA HANSEN ARCHITECTS Inc.

Table of Content

1. Section 1 Project Team and References
2. Section 2 Work Scope Process
3. Section 3 Schedule
4. Section 4 Budget
5. Section 5 Detailed Fee Estimates
6. Appendix Consultants Proposals



Section 1 Project Team and References

DHA, Danadjieva Hansen Architects, Inc is a multidisciplinary firm, specializing in Architecture, Planning, and Construction Management. The firm provides design solutions that faithfully reflect the values of clients and community. By mastering the building process, DHA creates structures that successfully integrate the architecture, engineering, interior design, space planning, landscape architecture and art into a single image. This is largely due to the fact that the responsibility for design, cost control, and construction management is given to Danadjieva Hansen Architects as the leader in the entire design and construction process.

One of the most important benefits that we bring to the project is that DHA offers a single and complete contractual entity that will work closely with LGVSD to bring the District's Mission and Vision cost effectively to reality with passionate commitment. Our firm, with 80% of its projects performed for the public sector, is recognized for our creative design, the ability to define budgets during the initial phase of the project, and for keeping those budgets controlled through our construction capabilities. Our environmental expertise and global environmental awareness is an added benefit. DHA will provide the following **inclusive and interactive** services:

- Need Assessment, Programming, Planning
- Environmental Site Analysis, Urban Design
- ADA compliance
- Land Use Planning
- Landscape Hardscape Design
- Architecture
- Energy Studies
- Cost Control
- Graphic Design and Signage,
- Art Design, Furniture & Exhibit Design
- Construction Observation, Management, BIM

For the above services no consulting firms will be needed, unless required by LGVSD. Our clients achieve substantial cost savings by benefiting from our in-house services.

What you need is a trusted collaborator, responsible to you, with a proven track record within the Marin Community that can address your issues creatively on time and within your budget.

Fani Danadjieva Hansen, AIA, LEED AP, BD+C will be the principal in charge for this project. Fani helps clients in the public and private domain to construct high quality projects that improve people's lives. Her holistic activities inspire people to create a vision and give a physical form to that vision. Her open, collaborative process builds consensus and brings the form to reality within budget. Fani started her architectural career in Europe, Bulgaria. Post-graduate studies in Urban Design were completed in Paris, France and in UC Berkeley. Author of numerous computer programs, she has received exceptional awards in her field throughout her practice.

Fani's work is the unspoken compulsion to improve the quality of life and its vitality in harmony with Nature, light and energy. Her work, exhibited in San Francisco, Seattle, Washington, France, Germany, and Bulgaria received national recognition in the publication and a traveling exhibit highlighting a century of women's achievements in the architectural profession:

Those Exceptional Ones, Women in American Architecture 1888-1988.

"It is a privilege to any community to have Fani as a leader in initiating and activating urban renewal and civic projects. Her work is unique as it carries beyond the limitations of a physical plan into the arena of the public spirit"

Dianne Feinstein, US Senator.

"Fani had a vision that outmatched even our most optimistic. She created a vision for the community and created a wonderful civic space, all while delivering the final project ahead of schedule and under budget...It certainly doesn't get any better than that."

Joseph Canciamilla, Contra Costa Board of Supervisors

References:

Steve Kinsey Ex Marin County Board of Supervisors
Alta Planning, 100 Webster Street Suite 300, Oakland, CA 94607
stevekinsey@altaplanning.com 415.307.1370

Robert Lewis, Former Mayor, Pittsburg CA
50 Hawthorne Lane, Pittsburg, CA 94565
bobbylewis@gmail.com 925.250.4073

Damon Connolly, Marin County Board of Supervisors
Marin County Civic Center Drive, Suite 329, San Rafael, CA 94903
dconnolly@marincounty.org 415.485.3074

Testimonials

"The New Civic Center is magnificent. The architect is Fani Hansen who orchestrated the designing of the structure so that it is a testimony to who we are as a people. The architect's envisioned blend of past and present struck me as quite innovative. It gave me a feeling of perpetuity. There is much symbolism used in the design, color and fabrics which are to represent the multicultural community in which we live. Many of the products used to build the Civic Center come from local industry. This information and the fact that cost of the building is coming in below budget is cause for jubilation from city planners. We have indeed been fortunate to have chosen the right architect for such an undertaking. The city fathers are to be congratulated for the stand taken to present this city with a bold new image."

Marti Aiello, from a letter to the editor, Ledger Dispatch Pittsburg, CA

"It isn't often that a project can be built and stay on time and on budget. And this is the great testament to the oversight that we got from the architect...Fani Hansen...I just want to thank you on behalf of all the city councils and all the citizens of Pittsburg for all the money you had saved us. Thank you very much."

Former Mayor Bob Lewis City of Pittsburg, CA

"When we started this project several years ago we had a vision for what we wanted this to be, more than just a civic building, more than just another city hall. We wanted it to be a place where the community came together. We wanted it to represent the community...I think this truly reflects the community of Pittsburg and I want to acknowledge Fani Hansen for her design effort.

Supervisor Joseph Canciamilla City of Pittsburg, CA

"For those of you who haven't seen the revised plaza and entry into the Marin Center, I really want to encourage you to do so because, of all the things that I think we have had to swallow related to ADA (the American Disabilities Act), the actual plaza, which is a tilted plane that eliminates all the broad, shallow steps that Mr. Wright so favored, with a tilted plane that is completely accessible to all, without any ramping or any segregation of the disabled from the general public, is a beautiful expression of: 1) a successful ADA project, but 2) what I believe to be the next generation of respect for Mr. Wright.

I do want to acknowledge Fani Hansen for bringing into that design a sense of ceremony, a sense of artistry, an absolute playfulness, and an understanding of what organic architecture looks like in the twenty-first century. So thank you very much."

Supervisor Steve Kinsey, Marin County at 50th anniversary Marin County Civic Center

Fani, I personally would like to commend you on your hard work and dedication to this project which has resulted in our being on schedule and below budget. I appreciate the "hands on" approach which has made this possible, especially the judicious use of consultants at the appropriate time. I look forward to continuing our excellent progress.

Michael R. Woods, Interim City Manager City of Pittsburg

"The feeling of community is echoed throughout Hansen's design. The multilevel feel allows ideas to flow, the natural lighting breathes energy through the space and encourages the community to explore their building. The Civic Center is a perfect blend of beauty, function and innovation. My congratulations to a forward thinking City Council and community" ***J. Robert Griego, Bay Area Sculptor.***



DANADJIEVA HANSEN ARCHITECTS, Inc.

We are proposing the following team for LGVSD for producing quality work at a minimum cost:

Firm/ Location	Expertise	Point of contact	E mail/ web/ address
DHA Inc Architects Marin County	Urban Design, Architecture, Landscape hardscape Signage, ADA, BIM Construction Management	Fani Hansen, AIA LEED AP, BD+C; AIA	fani@hansenarchitects.com www.hansenarchitects.com (415) 435-5767 P. O. Box 868 Tiburon, CA 94920
1. CEQA, Environmental Biological Survey	Douglas Herring Olberding & Associates	Douglas Herring	Doug Herring doug@douglasherring.us http://douglasherring.us/510.237.2233 1331 Linda Vista Drive, El Cerrito, CA 94530
2. Miller Pacific Engineering Geotechnical, Civil, Material Testing Marin County	Geotechnical, Geo- Civil, Material Testing, HAZ	Eric Dabanian, PE	'Eric A. Dabanian' EDabanian@millerpac.com www.millerpac.com,(415) 382.3444 504 Redwood Blvd. Suite 220 Novato, CA 94947
3. Subtronic Corporation	Underground Site Utilities As-Built	John Taylor	Subtronic@subtronic.com www.Subtronic.com 925.228.8771 5031 Blum Rd.#2, Martinez, CA
Nute Engineering	Waste Gas Burner System Existing Plant Historical data As- Built, On call	Mark T. Wilson, P.E	Mark Wilson .m.wilson@nute- enr.com , www.nute.biz 415-453-4480 x208, 907 Mission Ave, San Rafael, CA
4. Oberkamper & Associates Marin County	Survey, Civil Design, Hydraulic analysis, utilities	James Clark, PE	Jim Clark < jjclark@oberkamper.com > www.oberkamper.com (415) 599-2645 7200 Redwood Blvd. Suite 308 Novato,, CA 94945
5. ZFA Structural Engineers	Structural Engineers	Drew Fagent Kevin Zucco	Drew A. Fagent drewf@zfa.com www.zfa.com 707 526.0217 1212 Fourth Street, Suite Z Santa Rosa, CA 95404
6. Lefler Engineers	Mechanical, HVAC Plumbing, Fire Protection	Trever Lefler	Trever Lefler trever@lefler 415 456.4220 1651 2nd Street, San Rafael, CA 94901
7. Soldata Energy Consulting	Solar, Energy Modeling	Sarah Pernula	Sarah@Sodata.com www.soldata.com 707.545.4440 2227 Capricorn way, Suite 202 Santa Rosa, CA 95407

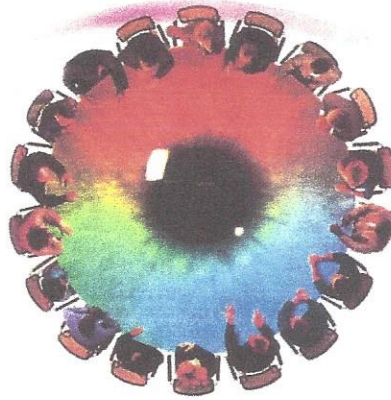


DANADJIEVA HANSEN ARCHITECTS, Inc.

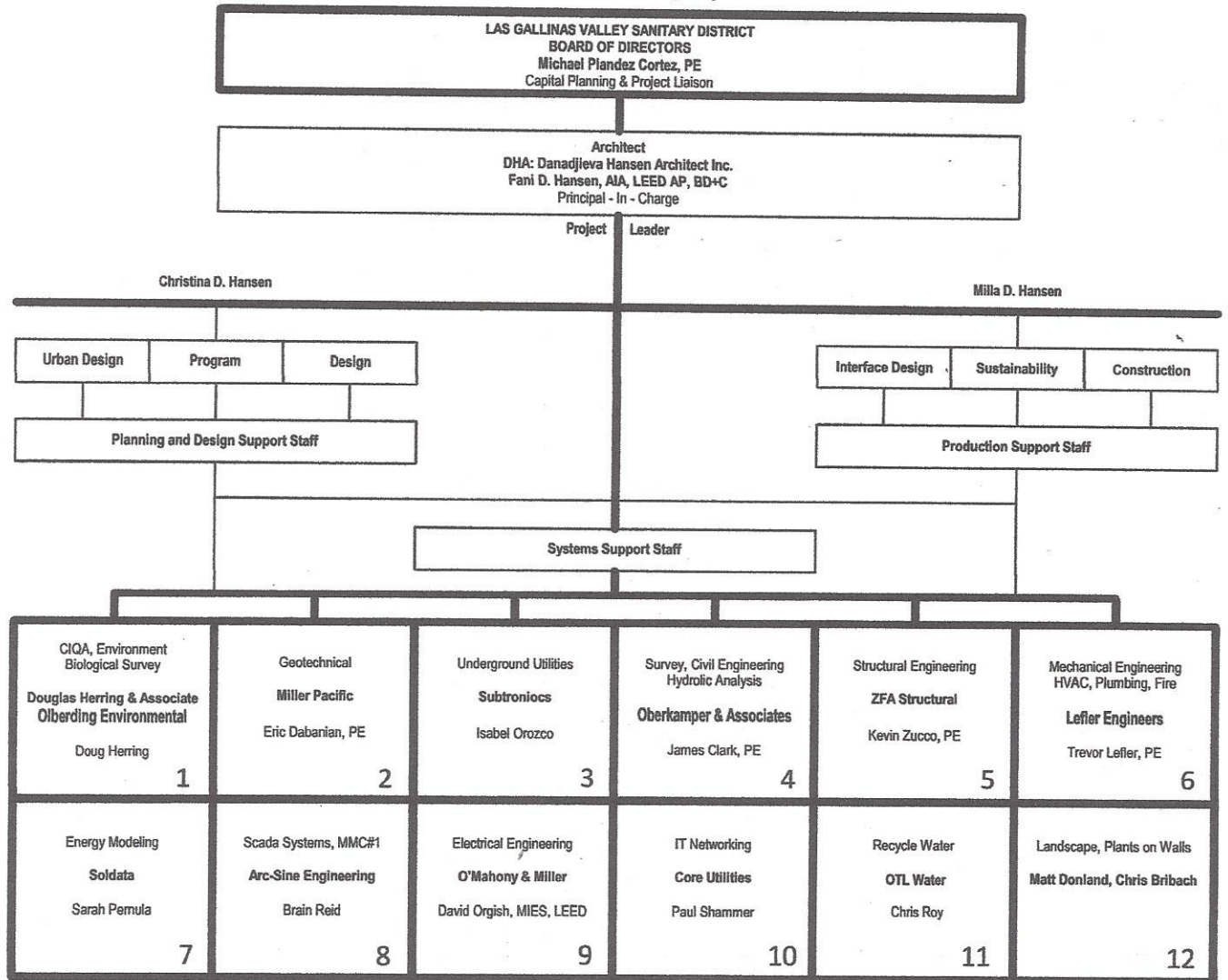
8. Arc-Sine Engineering	SCADA System	Doug McHaney Mike Costa	Doug McHaney dmchaney@arc-sine.com mcosta@arc-sine.com www.arc-sine.com 530.222.7204 Redding, CA
9. O' Mahony & Myer	Electrical Engineering, Power, Lighting design	David Orgish	David Orgish david@ommconsulting.com www.ommconsulting.com 4340Redwood Hwy # 245 San Rafael, CA 94903, 415.492.0420
10. Core Utilities	IT Computer Networking PC layout for new facility	Paul Smedshammer	Paul Smedshammer Paul@coreutilities.com www.coreutilities.com 707.781.3310 1201 N McDowell Blvd. Ste B Petaluma, CA 94954
11. OTL-inc Outside the Lines	Recycled Water display	Chris Roy	Chrisr@otl-inc.com 714.478.4746 2150 S Towne Centre Pl #100, Anaheim, CA 92806
12. Donlan Landscape	Landscape and Irrigation	Matt Donlan	Matt Donlan help@baysidenursery.com 415.435.0041 P.O.Box 4279 San Rafael 94903

The following is the team Organizational Chart and executive summary introducing the main sub-consultants, their expertise and capability

We structure our consulting team on the basis of experience and commitment to apply personal service to the project at principal level. Building trust across all levels and disciplines is our success and to your benefit.



Organizational Chart / Authority Delegation



1. Douglas Herring & Associates

Working with public agencies, developers, and other businesses in California, Douglas Herring & Associates expertly obtains the environmental and planning approvals needed to move projects from the conceptual stage to physical, benefit-generating reality, in an efficient and cost-effective manner. Since 1997 the firm has helped cities, counties and businesses obtaining high-quality planning and environmental analysis and services that are necessary to get their projects expeditiously approved and built. Early in the review process potential problems are identified and addressed. The result is moving projects from concept to completion at a low cost.

Douglas Herring will be personally serving the District as an environmental and planning consultant. He has a record of 33 years of success with his hands-on environmental analysis, CEQA and National Environmental Policy Act (NEPA) compliance documents in Marin County and the San Francisco's Bay Area. He will be very beneficial in preparing an Initial Study/Mitigated Negative Declaration (IS/MND) for construction and operation of the Operations Control Center (OCC).

Douglas will identify constraints that could have environmental effect on the project, will develop mitigation measures to reduce impacts, prepare the final document, and the Mitigation Monitoring and Reporting (MMRP) Program

References: Andrew Thomas, Planning Director, City of Alameda, 510.747.6881

2. Miller Pacific Engineering Group, will provide additional geotechnical services for the OCC site and adjacent parking area and Fire Apparatus access. The firm expertise is in serving public clients economically , making recommendations for new construction, evaluating existing pavement sections, concrete flatwork, and other geotechnical items, including the recently completed VMA parking lot and Plaza with DHA Architects. For the OCC project geotechnical evaluation and investigation will include:

- Marking proposed core/boring locations and notifying Underground Service Alert.
- Coring through the existing asphalt and base rock at 2 locations within the existing parking lot, Obtaining soil samples for laboratory testing.
- Evaluating laboratory testing as a basis for design recommendations, including R-value (2 tests), moisture content, dry density and strength.
- As an option, environmental laboratory testing of soils collected from the shallow cores/borings, including: TPH (gasoline, diesel, motor oil), CAM 17 metals (heavy metals), PCBs, volatile organic compounds, and semi-volatile organic compounds will be performed.
- Evaluating the existing asphalt and base rock thicknesses, laboratory test data and coordinating with the design team regarding the desired finished parking lot grades, Traffic Index.
- Preparing a report with a site plan showing the core/boring locations, core/boring logs, results of laboratory testing, and recommendations for site grading, including compaction criteria, subgrade preparation and pavement sections for conventional asphalt concrete, concrete flatwork criteria, utility trench backfill, and other geotechnical items, as needed.
- Consulting with the design team as the project develops, reviewing plans to confirm that geotechnical recommendations have been incorporated, and during construction observing site grading to verify that conditions are as anticipated. It will adjust the work as needed for consistency with the intent of the recommendations.

Eric Dabanian will be in charge of the geotechnical work. He has served for more than 30 years as Principal Engineer for Geotechnical, Geo-Civil and Material Testing for various Marin County public agencies throughout Marin and the Bay Area. Projects, mostly capital improvement projects, involving pavement design for new streets and rehabilitation, roadway and storm damage repairs due to landslides, including more than 50 projects for the County of Marin under “on-call” geotechnical engineering and material testing consultation. The investigations will include evaluation of the subgrade soils, measuring pavement sections and estimating future traffic index. Subgrade improvement with lime or cement, geosynthetic strengthening of the pavement section and in-place recycling will be evaluated for cost effective design and construction.

Examples of a successful work with DHA Architects is the Marin Veterans’ Memorial Auditorium Accessible Parking & Path of Travel Improvements where Geotechnical construction inspections and testing services were performed for replacement of the North and South entrances to the building, including the new plaza area and new accessible parking. Addressing the soft, wet subgrade area within the plaza by excavating up to 30-inches of weak soil, backfilling with 6-inch size rock, and covering the area with a layer of geogrid capped with aggregate base rock was the recommendation. Eric conducted the 2017 geotechnical investigation for LGVSD, the North gateway to the County Civic Center extending 0.6 miles from the SMART station to the Civic Center at the Marin Civic Center Drive Circulation Improvements Project

References: Marin County Parks, Tara McIntire, Principal Landscape Architect, 3501 Civic center Drive, Rm 260, 415.521.8059; tmcintire@marincounty.org

- 3. Subtronic Corporation** is one of the most respected Northern California Subsurface Utility Engineering companies. They provide services for Cities, Counties, Municipalities, Environmental firms and contractors. They will locate the utilities and paint them, electric, telephone, gas, water, and sewer drain lines within the OCC project boundaries. Location of utilities will be by electromagnetic field induction, including Ground penetrating radar. Surveying and mapping will be supervised by a professional Land Surveyor.

References: Alameda County Water District, Water Main Renewal Project, Oakland CA Client AECOM, Jiayi.Shao@aecom.com

- 4. Oberkamper and Associates, (O&A) Civil Engineers and Surveyors**, located in San Rafael will be responsible for Boundary, Topographic Survey and Civil Engineering. Since they will cover both survey and civil engineering working together with DHA architects the approach will be to evaluate the project specific parameters, including previously proposed options. Focused upon safety, efficiency, environmental protection, sustainability, and economy, Lee Oberkamper, Jim Clark and Shane Rauch have produced with DHA Architects outstanding projects throughout Marin County, including working with us as a valuable team member on the improvements for the entry to Marin County Center, South Arch, its parking lot, the VMA plaza and adjacent parking facilities.

O&A will prepare LGVSD's Boundary and Topographic Survey

The survey will establish project horizontal and vertical (NAVD88) survey control on site for use in both topographic mapping and construction surveys, sufficient to generate one foot ground contours with trees, streetlights, signs, fences, wall, curbs, and visible above ground utility features. Survey will include invert elevations for all storm drain and sanitary sewer manholes and inlets. The recommendation is to have the existing underground utilities located and marked by a utility locating firm so that utility markings can be included in the base topographic mapping. Boundary survey will be performed of the portion of the parcel boundary adjacent to the OCC site. Field survey data will be processed and checked, and topographic mapping will be prepared in AutoCAD Civil 3D and field checked for accuracy. Final boundary and topographic mapping will be prepared and provided in AutoCAD format for use as a planning and design base.

Civil Design

Building on the past survey and civil design involvement with Danadjieva Hansen Architects (DHA) in the design of the site improvements at the South Arch of the Marin County Civic Center main building and the entry Fort Courtyard Plaza of the Veterans Memorial Auditorium, O&A will provide Civil support to DHA in development of the conceptual site design. Civil drawings will incorporate site pedestrian and vehicular traffic flow, repaving, accessible routes, storm drainage, stormwater infiltration and treatment, existing and new utilities, striping and signage, and the additional design elements described. The civil design team will consider phasing, sustainability, constructability, cost, and connectivity to surrounding elements.

James D. Clark, P.E. will be the primary contact for the project. Jim has 25-plus years of project management experience, which has included oversight of parks, public works, commercial and residential projects. He excels as a team player, creativity, developing cost-effective design solutions including roadway design, right of way engineering, storm drainage analysis, and utility coordination.

Shane W. Rauch, P.L.S. will be the Senior Land Surveyor

Shane's responsibilities will include survey operations, oversight of field work, office processing of field data, oversight of deliverables preparation, and quality control. His experience in boundary, topographic, geodetic, construction and drone surveying in support of DHA Architects and Public works projects correlates closely to the scope of this contract.

References: Tom Odgers, Project manager, Golden Gate National Parks Conservancy,
415.561.3527 TOdgers@parksconservancy.org

5. **ZFA Structural Engineers**, has assisted DHA with civic, public works and private projects during the last three decades for producing remarkable, cost-effective structures. With commitment for excellence ZFA offers innovative, practical design solutions, such as those implemented with DHA architects in the design of Pittsburg Civic Center, and numerous housing and public structures development throughout Marin County and surrounding areas. ZFA has earned industry recognition for in-depth knowledge of building code application and know how to apply them for the benefit of the project costs, including economically resolving issues that arise during reviews and construction.

Kevin Zucco, SE, LEED AP, principal, with 25+ years structural design experience, will perform structural design and analysis for OCC project. He will be in charge of production of simple and practical construction documents that meet the design needs of the District. He approaches his projects with long-time experience working with the Cities which will benefit the District and ultimately will support Marin County community. With DHA architects he has formed trusted working relationships that minimized and resolved project conflicts and delays, bringing numerous projects to success. Focusing on strong collaboration with all team members

- Lefler Engineers, Mechanical, Plumbing, Fire prevention**, founded in 1978 in San Rafael will provide mechanical engineering for Heating, Ventilation, Air Conditioning, Plumbing and Fire prevention design services for the OCC facility. The firm philosophy is to design mechanical systems that are energy efficient, long lasting, and cost effective. Having strong experience in designing office, laboratory, data centers, and community serving facilities they focus on “green buildings” mechanical systems and compliance with LEED guidelines and building energy studies.

Trevor Lefler will be in charge of OCC’s mechanical engineering systems for the project. Trevor was factory trained in dehumidification systems, fan selection, heat rejection systems, and variable frequency drive technology. DHA architects have successfully completed several facilities with Trevor in Marin County, focused on “green building” technology systems.

References: Joshua Cosgrove, City of daly City, Waste water resources, Daly city treatment facility, jcosgrove@dalycity.org (650) 991-8206

- Soldata, Energy Consulting** will provide consulting for optimizing the energy performance and sustainability of OCC facility by looking at cost- effective solutions to meet and exceed California conservation and green building requirements. Experienced in preparing energy studies for more than 30,000 projects Soldata is authorized as special inspectors for CalGreen State green Building Code.

Sarah Pernula, CEA, principal, will be working interactively with the DHA team for providing a feedback and advice and a detailed computer simulated energy analysis for the OCC facility. She will prepare a compliance report. She is a Certified Green Building rater and an ICC Certified CAL Green Plans Examiner.

References: David Orgish OM&M electrical engineer, dorgish@ommconsulting.com, 415.492.0420

- Arc-Sine Engineering, Scada Systems**, will provide control system engineering for the Scada System. They are currently working with the District. The work for OCC will include evaluation of the existing SCADA equipment, its life expectancy, develop SCADA specifications and layout, will provide consulting services from design through startup.



DANADJIEVA HANSEN ARCHITECTS, Inc.

Brian Reid will serve as project manager for OCC. He is very familiar with the LGVSD site.

- 9. O'Mahony & Myer**, located in Marin County, San Rafael, OM&M will be our Lighting/Electrical engineers. Founded in 1979 the firm specializes in civic electrical engineering and lighting design with commitment in design excellence. The firm's services will include electrical design services and coordination with architectural, control design, civil, mechanical, structural, landscape disciplines to complete design, interior and exterior for meeting Title 24 requirements for interior and exterior, including photovoltaic and fire alarm systems, telecom. .

David Orgish's experienced work demonstrates OM&M history of working in the architecture & planning industry with strong operations and professional skilled in lighting. His work in providing efficient and economical lighting design improved many facilities. In collaboration with DHA Architects and the LGVSD, David Orgish, will be implementing an Energy conserving lighting system, integrated with the electrical performance needs that will invigorate LGVSD life and appreciation.

Reference: Tenaya Dale, Counterpoint construction, VP tdale@counterpoints.com 707.824.8440

- 10. Core Utilities**, currently providing services for LGVSD is very familiar with the District's IT needs as they have been working on LGVSD's site for over 10 years. DHA Architects is including Paul Smedshammer, PE in the team for providing consulting IT services for reviewing OCC Design prior to bidding.

Reference: LGVSD

- 11. OTL Water** will address the water display feature design & engineering of the project. Recognized throughout the industry for their artistic ability, disciplined approach to engineering, and cost control they use proven construction techniques to respond to project healing need for recharging staff and visitors. The firm specializes in capturing the look, energy and vibrancy that this project requires to make the design a reality.

Chris Roy, director of OTL's creative design, has working exclusively as a water designer since 2005. He will work with DHA to oversee the water feature display and programming for create the design that purify the air and displays the precious recycled water the District produces.

- 12. Donlan Landscape** located in San Rafael, has a long history of planting and irrigation experience in holistic design enriching the fabric of the local Marin County communities. Their site knowledge, the knowledge of plant material and landscape infrastructure will be very beneficial to the District for incorporating low maintenance, low water demand, and beautiful plants. Working with DHA for many decades, their collaborative and visionary process created places that weave together nature, human relationships, stories, art, environment and culture to create unique and memorable space. The goal is to let the context, the site and its users speak



DANADJIEVA HANSEN ARCHITECTS, Inc.

Matt Donlan's experience and interests in the relationship between landscape and Nature reflects in his work throughout Marin County. Specializing in plant material selection and landscape maintenance, Matt's consultation will provide plant and landscape infrastructure advice and material choices.

Other important team members with DHA, Inc

Christina D. Hansen has a multi-faceted experience in business leadership, communication, urban design, programming, and architecture. For her the essence of a fine project is a successful institution, fulfilling a community based search for truth, tenacious development and meaningful relationship. As a licensed and registered Architect, in practice for over twenty years, the structure of all her entrepreneurial, collaborative, and creative pursuits uses left-brain analytical thoughts and collaboration, and right-brain artistic approach to produce places of integrity and social progress. In her work Christina is an advocate for education, collaboration, community creativity for responding to the world's needs.

Giyan Senarante will be providing the detailed building code review for the project. Working with Fani Hansen and the approval authorities for the design and construction of Pittsburg Civic Center project, Giyan and Fani developed an economical response to strict building code requirements and issues and thus were able to save substantial amount of the City of Pittsburg's budget during the design and construction phasis of the work. This budgetary approach and knowledge of code interpretation was instrumental for allowing the City of Pittsburg to transfer the savings into the budget for landscape, water features and artwork.

Milla D. Hansen 25 years architectural experience in design and construction after graduating from the School of Architecture, University of California in Berkeley. Her work focused on melding a rationale for a specific project site and needs with the client's vision. A year in Landscape and Management working physically to implement designs on sites in the Bay Area has created her alliance between architecture and landscape architecture that is becoming integral part of her work. This relates to all aspects of the design and construction, including laboratory experience, interior design, lighting, and construction management which bring opportunities for an economical OCC project.

Chris Bribach will be helping in creating an economical method for adding living walls into the design. using seeds and cuttings to start. This could be ideal for native grasses and plants for integrating the landscape into the project design. As a visionary architect Chris is focused on emergent adaptive systems that inspire community design evolution. Chris Bribach is holding a 5-year Bachelors degree in Architecture from the Southern California Institute of Architecture. To practically apply innovative concepts to industry, in 2007 he developed and patented the uniquely simple 'Vertical Garden Panel. Working with Fani on several successful projects such as the South Arch main entry to Marin Civic Center and the residential development in San Rafael they incorporated the modular living wall system into the designs to facilitate the easy application of plant materials into the facilities. As the public interest grows with exposure to the projects, so does the potential for an adaptive living architecture that integrates with the natural environment for reducing environmental impact and inspiring sustainable future.

France Israel with experience of 30 years will be in charge of providing 3D BIM design and construction coordination, facilitating coordination meetings to review requirements and expectations, assembling 3D models and maintaining a master coordination model, creating numbered viewpoints necessary to expedite the transfer/updating of information. She will be reviewing models to ensure that they are in "as-built" condition for handover to the District. Expediting updated 3D models in response to agreed upon resolutions during meetings will be of utmost importance. The goal is to reduce demands for contractors' Request for Information (RFI) and stay on budget. Working with Fani Hansen since 1995, their collaboration helped creating Pittsburg's Civic Center project, a memorable space.

Gary Hansen AIA, as a registered architect is responding to the special needs of clients in both the public and private sectors. As a Principal, he has developed skills in all phases of architectural service including Master Planning, Programming, Conceptual Design, Construction Documents, Management and Cost Control. Specializing in the areas of Systems Building Design and Cost Control while consulting to the US Government and private universities for the development of cost control procedures, Gary's knowledge of building system design and cost control bring substantial benefit to the OCC's project.

Dudley DeNador specializes in Graphic Design and Production. He will provide professional photography throughout the project progress when needed.

The selected OCC project team combines strong local technical expertise and project management skills with unique design and construction knowledge that will be very beneficial to Las Gallinas community and specifically to Las Gallinas Valley Sanitary District's staff and Board.

The majority of our team members bring to the District the benefit of having successfully worked in Marin County for decades and having an intimate knowledge of the OCC site and its sensitive environmental requirements.

Section 2 Work Scope Process

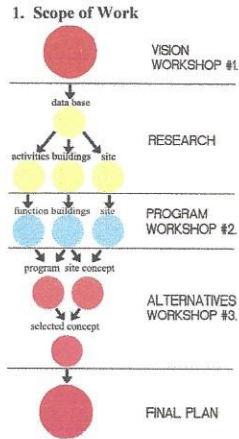
Las Gallinas Sanitary District site needs a functional Operation Control Center at its hillside to accommodate the District's revised Scope of Work received on October 24, 2021. People, Staff and Community need Safety and an united place. There is a need for safe movement, fire apparatus movement and parking for staff and visitors. Safety governs acceptable connections to activities. Marin's magic views of hills, mountains, and water provide the ingredients for a good life. This is an ideal opportunity to draw attention to work activities and the site's natural features through connecting with Nature.

The project presents a great opportunity to provide a much needed simple, flexible, cost-effective solution, promoting safety, identity and effective operation. The purpose is the priority to go to people and thus to achieve integration of the people's needs within the available budget.

We are sensitive to the District's desires to accommodate special operation functions, consider available design and traffic studies, seasonal and construction phasing, permitting, complying with accessibility laws and regulations and keeping parking areas partially available for use during construction. Evaluation of substrate, permeable areas, reclamation swales, bioretention, joint trenching, and lighting design are to be included. We responded to those needs while designing and constructing the parking lots and entry plaza to the Civic Center Veterans Memorial Auditorium facility and at the same time created a design that represents the community's vision for tomorrow. We will work closely with Marin County Parks, Environmental Health, MMWD, State of California and others for facilitating approval for construction. This project has the chance to become a showcase for innovation, an environment where processing sewage, accommodating working staff, visiting people, water and wild life connect. Throughout the design we will engage you in a collaborative process to ensure that the District's expectations for thoughtful, economical and sustainable design become reality.

The goal is to engage in a fresh start, to reuse all previously available documents, and to define the functional components of the project, its physical and operational requirements in accordance with the LGVSD Mission. The facility is to be completed within the District's resources and become a showcase for energy and innovation, environmentally responsive from siting to design, construction, and operation. It is to reduce the overall impact on the built environment, to maximize solar access, to harvest natural energy sources, encourage recycled water use and to empower work and enhance People's daily life.

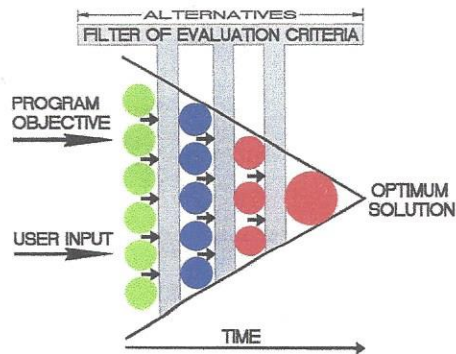
The site and facility needs will be defined through an inclusive process by the Architect working with the LGVSD's Board, the District Manager, Project Liaison Mike Cortez, and the users. The goal is to work as a group and give care to each special need, current and future, as well as the potential for sharing the facility with various users and the community. Workshops will be conducted to introduce the project team, role assignments, approach, scope of work, and schedule. The following describes the tasks in detail:



Workshop #1 Sharing and Gathering

Purpose To introduce participants of the project mission, draw their ideas and perception of the project’s issues and possible solutions, and to achieve an understanding of the process through identifying opportunities and constraints. Let us listen to each other, share information. This is a team experience and effort. Let it be inclusive and engaging for sharing work, what motivates, how can we improve

Process Prepare materials for presentation, sketches, photos, Introduce the group to each other, establish workshop mode. Explain the project goal, fire access, waste gas system, parking Write down each person’s expectations and vision. Develop a list of concerns and desires that should be addressed Review agendas for future activities and project schedule



Product Compile list of issues to be addressed with corresponding action

Workshop # 2 Walk Through and Observe

Purpose To involve the participants with the existing environments and to search for creative solutions. The goal of this activity is to generate ideas through observation, sharing ideas, and use them to generate consensus regarding future development of the area, parking, equipment, building materials, landscape, sidewalks, weather protection, signage.

Process	<p>Prepare a guide for the “Awareness walk”, a map indicating stopping points with special features for observation, focusing on space relationships as expression of self-need and as expressions of human values. Participants will be asked to stop and notice the site, collect ideas for environmental alteration to fulfill what the real needs are, and record their observations.</p> <p>This Workshop will be to share observations and experiences and provide creative ideas where new ideas can be fully expressed, before being evaluated. Identified issues, criteria list from Workshop No. 1 will be reviewed and revised with the newly emerged values.</p> <p>This Workshop will encourage a direct response from the users by giving the participants a chance to participate in the design of the facility.</p>
Product	Update existing Program as needed to address the identified new issues with action

PHASE 1, 2, 3- Concept and Schematic Design

Tasks for defining Functional Requirements for Site and Facility

The tasks include the evaluation of site access, parking, equipment area (open or enclosed), operational needs. They address program definition and approval process

With our “hands on” involvement with a sketchpad and open minds, we will begin the project with a grass roots effort. We will meet with the District’s various Board members, staff and managers, County leaders knowledgeable of the just adopted on August 2, 2021 San Rafael General Plan, historians, and artists to create a forum for articulating goals. Our sketches, produced during these interactions will be the tools for inspiring vision, formulating guidelines, and gaining approvals. By respecting the existing development and using the natural setting we suggest introducing elements that lead to and fit in a seamless way into the existing environment so that the facility and its parking area serve the District’s functional needs in seamless ways. Our goal will be to achieve the most sustainable, healthy, and visually striking solution within the limited financial resources.

Task 1.01	<p><u>Interviews</u> (25)</p> <p>Conduct interviews with each Board member (5), The General Manager, Representative of each department (7) and technical staff, City Planning, Building, Land Development, MMWD recycle water, Bay area Air Quality Management. Data regarding management style, organization, proposed changes in service delivery, adjacencies, privacy, technology, future research, and vision will be collected.</p>
Purpose	To provide a reliable base for defining vision, goals, objectives
Process	<p>Identify “key individuals” who will be scheduled for interviews as to learn their expectations and concerns. Information regarding:</p> <ul style="list-style-type: none"> • Vision and goals • How people work within the present organization? • What tasks are performed? • How can those tasks be improved • What is the communication between the department staff?



DANADJIEVA HANSEN ARCHITECTS, Inc.

- What are the utilities requirements and their availability on site?
- What extension capabilities will be needed to satisfy future needs to year 2050?
- What is the facility’s approval process and its duration?

Product Updated Program- The product of this task will be a summary for review by the Project Liaison that will be included in the updated Program. The summary will be serving as a supporting document for work in the subsequent phases. Submit drawing to City for Pre-Application and Design review

Task 1.02 Research, Prepare existing Base Drawing Plans

Process Existing buildings Data Base such as available As Built drawings and test reports, will be evaluated by ZFA, Lefler, O’Mahoney & Mayer, and Lefler Engineers for demolition of systems. We will meet with successful demolition contractors for field investigations where required and for cost information. The review would be limited to areas with visual access only.

The process will include the update of 2016 Geotechnical report (by Miller Pacific), the Site Survey (by Lee Oberkamper), prepare a new Utility Map (by Subtronic), research the Electrical, Power and Cable supply data (by O’Mahoney & Mayer) and Gas supply (by Lefler Engineers) prepare list of available information, and distribute to appropriate consultants.

Product Prepare electronic data base of existing Administration building, (floor and sections), including relocation analysis for SCADA (by Arc-site), MCC#1(by expert consultant) Develop photo file of existing adjacent environment with Set of Base Drawings.

Task 1.03 Site analysis

Process We will study the overall site activities, the goals of San Rafael and Marin County planning. The process is to identify project impacts and indicate level of significance listing potential beneficial and adverse impacts. For each impact a set of mitigation recommendations will be developed and listed. These measures will be designed to mitigate substantially the identified impacts.

If an impact factor cannot be reduced to a level of insignificance it will be so stated. We will study the Focal point, Connection to Park and Bay. Environmental characteristics of the OCC site specific, traffic, bikes, cars, supply and delivery routes, fire access and evacuation, signage needs and ADA access.

Land availability for future needs, security will be researched with County to assess construction easements and possible land exchange.

Climate conditions such as Sun, Air, and Water will be evaluated. The process includes meeting with the City Fire Department and the Bay area Approval Authorities, including BAAQMD, MMWD and contractors for access evaluation.

Product` A response to comments will be prepared at the end of this task with description of how to address the identified issues.

- Task 1.04 Parking Analysis**
 Prepare City requested Campus Site map identifying existing and future proposed parking with calculations. Existing conditions will be assembled from previous studies. City's Code
 Regulations will be studied for exemptions.
- Process Work with City Planning to get Code acceptance based on specific building type and function not listed in the Code.
- Product Memorandum describing the above findings.
- Task 1.05 Review of Concept Design**
 This task includes the review of the site space, utilities and needs in response to the goals stated in the 2016 Program. Information from the previous space studies will be reviewed by individual departments.
- Process For review a Physical Study Model will be constructed to be used as a tool for visualizing site integration and building massing.
 Interviews with Individual department representatives (7) relative to the specifics of the facility at the site will be conducted. Adjacency diagrams will be reviewed and updated. We will compare size with that of other Operations Control Facilities, serving communities of comparable size and nature.
- Product Update of the Concept Design set
- Task 1.06 Building System Analysis**
 Process We will research the 2019 Code Compliance and analyze the Concept design systems such as Structural (by ZFA Structural Engineers), Mechanical, Plumbing and Fire Protection (by Lefler Engineers) Power connection and distribution (by O'Mahoney & Mayer), Energy Compliance and Solar collection (by Soldata), Elevator system.
- Product **Summary of findings and revisions of Concept Design for Pre-Application and Design Review Submittal to Approval Agencies and Consulting Firms.**
- Task 1.07 Outline Specifications**
 Process Prepare Outline Specifications based on CSI format
 Product Outline Specification Summary
- Task 1.08 Construction Activities Plan**
 Process Meet with various Contractors to define the most effective Construction Activity Plan
 Product Prepare Plan
- Task 1.09 Cost Estimate**
 Process Area quantity take off in CSI format
 Meet with various contractors to review project and prepare concept cost estimate
 The funding, will most likely not be sufficient to address all the needs. We will guide you in your efforts to prioritize the project based upon needs by providing you with important data that will help you phase your resources wisely. One of the most important elements in the cost control is the design savings during the initial design phases of the project. The cost control data bank we have is a key resource that we use on an ongoing basis. Your budget will be established with you and will be met.

- Task 1.10** **Schedule**
Product A detail schedule for project completion will be developed to follow the proposed Schedule as outlined in Section 3 of this proposal.
- Task 1.11** **Approval by LGVSD Board** At the end of this phase the planning parameters of the project will be defined and a submittal for Design Review approval will be filed with the City of San Rafael.
- Start Design Development documents as soon as Design Review Board of the City of San Rafael and the Board approves the project.**
- PHASE 4** **Design Development**
The work is to define the technical project details
Workshop No. 3- Progress Sharing
- Process** We will conduct Workshop 3 to share the project progress and its development, including future planning activities and needs, and prepare presentation. See detailed tasks included in Section 5 of this proposal.
- Product** Receive Design Review Approval and start preparation of Contract documents
The future brings people. People need safety Improving their environmental health through thoughtful design. This is our inspiration.
- PHASE 5** **Contract Documents**
Starting the planning effort in November 2021 would allow to have Contract Document Phase Submittal for Permit by the end of November 2022 which will allow LGVSD to move into the new facility by **December 2025**.
It should be noted that there are many agencies that will participate in reviewing the documents and construction. The overall project duration will greatly depend on their approval timing. We propose to work with them interactively to speed up the process.
- PHASE 6** **Bidding**
Assisting the Owner in obtaining Bids and assist in awarding and preparing contract for Construction. Please refer to the detailed scope of work, outlined in Section 5
- PHASE 7** **Construction**
- Process** During the Construction Phase of the Work, timely decisions will be critical for scheduling the work, resolving issues and thereby avoiding potential problems. One of the most important considerations for completion of the project on budget during the short time allocated, is to make sure that there is a direct flow of communications between the architect and the contractors, which is vital for the expeditious processing of Requests for Information (RFIs), Architect’s Supplemental Information (ASI), and the review of the Shop Drawings. It is important to understand that today many contractors prefer to “low ball” (i.e. “guestimate”) what the low bid will be and

submit their bid accordingly. If and when they get the job, they then try to recover any paper losses by substituting inferior products or requesting Change Orders that will effectively increase the amount of money they can expect to receive under their contract with the Owner. Close observation of the work in progress will be an essential task.

During the course of construction there will be issues of performance that will require testing to confirm compliance with the specifications. As an example, critical foundation decisions will be made on site due to the uncertainty of the quality of the ground conditions. While Contractors warranty their work to the extent required by the Contract Documents, the level of sophistication of contractors working on projects is very wide-ranging.

During the construction phase of the work there will be continuing costs of inspection by the authority having jurisdiction. The public agencies depend upon receipts from permit applicants as a significant source of revenues. The review and approval processes can be extensive and costly. Essential here will be responding to, and to resolve issues as expeditiously as possible.

Product**Project Completion on Budget and Schedule**

DHA

DANADJIEVA HANSEN ARCHITECTS. Inc

Section 3- LGVSD, Operations Control Center Schedule

21 09 26

Task No.	DESCRIPTION	DATE START	DATE FINISH
	GOALS AND OBJECTIVES	7.07.27	10.21.21
	Proposal Work Scope & Presentation	7.07.27	8.16.21
	Review of Scope, Time, Effort	8.16.21	9.27.21
	Board Contract Approval		10.21.21
PHASE 1,2,3	Schematic Design (SD)	11.04.21	12.27.21
Task 1.00	Workshop No. 1	11.04.21	
	Workshop No. 2	11.18.21	
Task 1.02	Interviews	11.18.21	11.24.21
Task 1.03	Data base	11.18.21	
Task 1.04	Parking Analysis	11.20.21	
Task 1.05	Review of Concept Design	11.04.21	11.08.21
	Pre-Application, DRB City, 50% SD	11.08.21	12.10.21
	Meet with City and approval agencies	11.08.21	12.10.21
Task 1.06	Building System Analysis	11.08.21	
Task 1.07	Outline Specifications	11.08.21	
Task 1.08	Construction activities	11.08.21	
Task 1.09	Cost	11.08.21	
Task 1.10	Schedule, Prepare 100% SD	12.10.21	
Task 1.11	Submit for Design Review, Approval 4mos	12.27.21	4.27.22
Task 1.12	Board Approval 100% SD		12.27.21
PHASE 4	Design Development (DD)	12.10.21	2.27.22
	1 Finalize Project scope, Limit of work,50%		2.27.22
	2 Design Development 100%	2.27.22	4.27.22
	3 CEQA Review		4.27.22
PHASE 5	Contract Documents (CD)		
	4 Prepare 50% CD drawings	4.27.22	
	5 Prepare 50% specification		
	6 Prepare 50% Cost estimate		
	7 Document checking		
	8 Architectural Documentation		
	9 Discipline Coordination C,S,E,M,others		
	10 Agenciew coordination		
	Submit 50% CD to District for Approval		
	Meet to review District comments (2)		
	Prepare 95% CD based on review input		
	Meet to review district comments (1)		
	Prepare 100% CD		
	Construction Documents for City Permit		11.27.22
	Submit for Permit ,Approval 4 mos	11.27.22	03.27.23
PHASE 6	Bidding	11.27.22	01.27.23
	Review Contract Award		03.27.23
PHASE 7	Construction Starts	04.30.23	
	Construction management	05.15.23	05.15.25
	Construction Ends/ Move in		12.27.25



DANADJIEVA HANSEN ARCHITECTS Inc.

Section 4 Budget

To save your purchasing power and achieve a maximum value for a dollar spent we plan to work closely with you and reuse as much as possible all available data for transforming the site into a place for interaction and enjoyment in the least possible time and for the lowest possible cost. We are here to work with you, share information, solve problems and make plans that work, including producing creative, sustainable designs, integrating the multi-user requirements and the operational needs in the shortest possible time.

To start with, we will reuse all information collected during our involvement with the site between years 2016 and 2017. The September 12, 2016 DHA Architects Contract was for Architectural design services for a facility of approximately 5,000 SF with an allocated budget of \$ 2.25 million. No engineering services and costs were included in that contract. The Board award was for an amount not to exceed \$248,000.

Facility scope area changed

Since then, as needed and requested, the area of the facility has been increased by 10,000 SF to a total area of approximately 15,000 SF. In addition the following new Scope of Work for the Operation Control Center was requested: Site area for West parking and Fire access, Civil Engineering, Structural Engineering, Mechanical Engineering, Electrical Engineering, Underground utilities, CEQA Environmental Review, Biological Survey, Energy Modeling, SCADA, MMC#1 investigations, IT/ PC consultation, Recycled Water Design, Geotechnical engineering, and Demolition scope and drawings for the Administration, Lab and equipment buildings.

Building Codes have changed

The 2016 Contract was based on the requirements that the Design conforms to the California Building Code (CBC) of 2016. In the passage of time the 2016 code has been superseded by the 2019 code, the effect of which requires design reevaluation.

Public Agency Approvals have changed

In 2021, clarification was made to the effect that the City of San Rafael has jurisdiction over this project, which requires timely submissions for Pre- Application and Design Review Board approvals. On August 2, 2021, San Rafael General Plan 2040 was adopted. Budget had to be included to the project consistent with it.

This 2021 proposal is based on the District's Scope of Work, dated August 8, 2021 with its revision received on September 24, 2021. Based on that Scope of Work, DHA's detailed descriptions of services is outlined in Section 2, Work Scope Process and is estimated by task, time, hourly rates, and level of effort in Section 5, Detailed Fee Estimates.

The Site plan on the next page identifies the location and boundary for work area



DANADJIEVA HANSEN ARCHITECTS Inc.

The Summary of the detailed estimates for the **Operational Control Center** of 15,000 SF facility, including the additional engineering costs, in rounded numbers is:

Phase 1, 2, 3	Concept, Site and Schematic Design Services	\$ 190,000
Phase 4	Design Development	\$ 200,000
Phase 5	Contract Documents	\$ 405,000
Phase 6	Bidding	\$ 20,000
Phase 7	Construction Administration	\$ 210,000
	Approvals	<u>\$ 75,000.</u>
Total		\$1.1M

It is important to note that the above estimates include credit for the work previously completed by DHA for the 5,000 SF facility.

The Summary of Estimates for the **Corporation Yard** functions is \$ 300,000.

Contingency- It is customary to recommend that the District holds a certain percentage of their budget in reserve to cover contingent costs for scope unknown at this time that arise during the design phases of the work. We suggest that this be \$600,000.

Phasing of the Work

District is free to phase the work consistent with its work scope and funding. Please refer to the Site Plan

Budget Amounts Reduction

We will be working hard to reduce the above amounts and will be monitoring the effort closely, based on agreed hourly rates. We expect to receive District's full collaboration and assistance through the assigned District's Project Liaison.

At the end of the Schematic Design Services, we will review the above budgets and adjust the estimates to correspond to the scope of the approved Schematic Design. The budgets for services, Phase 4 through 7, will be adjusted prior to start of those phases to respond to District's funding capabilities.

The following chart distributes the budget by professional discipline and Phase of work. It includes the work for both the OCC and Corporation yard.

DHA

DANADJIEVA HANSEN ARCHITECTS. Inc

**LGVSD, Operations Control Center
Summary Compensation by Scope**

21 09 27

Div	Discipline Firm	Ph.1,2,3	Ph.4	Ph.5	Ph.6	Ph.7	Total	Total	
		SD	DD	CD	Bid	CA	OCC	Corp.Yd	
LGVSD Scope									
DHA Contract									
1	02 Civil	Oberkamper & Associates	39,875	28,740	58,750	2,110	14,940	144,415	114,990
2	05 Structural	ZFA Structural	30,000	32,340	91,765	2,000	42,015	198,120	11,435
3	15 Mechanical, Plumbing, Fire	Lefler Engineers	12,340	8,105	13,060	1,820	12,840	48,165	14,150
4	16 Electrical, P+L	O'Mahoney & Miller	8,020	41,140	54,670	13,320	26,200	179,210	99,880
5	Subconsultants Total		90,235	110,325	218,245	19,250	95,995	569,910	240,455
6	00 Architects	DHA	99,520	85,840	186,720	14,160	112,660	498,900	44,500
	Subtotal							1,068,810	284,955
7	02 Landscape, Irrigation		13,800	15,000	51,200			80,000	
8*	10 Signage Allowance							20,000	
9*	LEED Certification		3,500	5,500	5,500	5500	20,000	40,000	
	Subtotal							140,000	
10	01 CEQA, Environmental	Douglas Herring & Assoc.		20,160	21,840			42,000	
11	01 Biological Survey	Olberding Environmental		6,380				6,380	
12	02 Geotechnical	Miller Pacific	7,830	940			6,400	15,170	34,880
13	02 Underground Utilities	Subtronics		15,216				15,216	
14*	13 Energy Modeling, LEED	Soldata	3,000	4,000	2,000			9,000	
15*	15 Recycled Water Design	Otl water		30,000	20,000			50,000	
16	16 SCADA, MMC#1	ArcSine Engineering	14,389	18,120	7,324	2,382	8,670	50,885	
17	16 IT, PC	Core Utilities			5,000			5,000	
18*	16 Multi Media Support	Dudley DeNador	5,000	5,000				10,000	
19*	01 Code 2019	West Coast Code	3,900	15,600	66,300			85,800	
20*	01 Cost							I&M	
21	APPROVALS							I&M	
	Subtotal		115,416	122,464	2,382	15,070		289,451	34,880
TOTAL OCC/ TOTAL CORP.YARD each							1,498,261	319,835	
** Contingencies 10% each							149,826	31,984	
Subtotal with contingencies							1,648,087	351,819	
TOTAL OCC & CORP.YARD combined								1,999,906	

Summary in rounded figures

OCC	Contingencies
<u>1,068,810</u>	289,451
	140,000
	149,826
	<u>579,277</u>

Rounded to **1.1 M**

Contingencies Rounded to **600,000**

* = **Optional Service per LGVSD staff request**

Corporation Yard

284,955	34,880
	31,984
	<u>66,864</u>

Rounded **300,000**



West Coast Code Consultants, Inc.

5000 Executive Parkway, Suite 510

San Ramon, CA 94583

925.275.1700 T

925.275.0600 F

WC³ collaborates with municipalities to provide solutions for all scopes of projects, both large and small. Our project experience reflects our passion to assist our clients with creating safe communities. Our portfolio highlights our experience on varied projects throughout the United States. We are available

On behalf of Giyan Senaratne giyan@wc-3.com

August 25, 2021

For LGVSD, our proposal for providing detail code review based on \$15M OCC facility by phase is:

1	Ph1-3 Concept	3,900
2	Ph4 Design Development	15,600
3	Ph5 Contract Documents	66,300
	TOTAL	85,800

Teaming with Your Community to Make a Difference

West Coast Code Consultants, Inc. (WC³) is a premier provider of building safety services. As noted in our mission statement, we truly want to make a positive difference within your community. Our experts serve as an extension of the local authority having jurisdiction and provide detailed building code reviews, complete fire and life safety, and thorough engineering reviews. WC³ provides these services to local, state and federal agencies throughout the United States.



DANADJIEVA HANSEN ARCHITECTS Inc.

Section 5 Detailed Fee Estimates
Based on Work task, Hourly rates and time

LGVSD OPERATIONS CONTROL CENTER
 Architecture and Construction Administration
 Work Scope and Compensation

9/26/2021

ITEM 1 - OCC, WEST PARKING AND FIRE ACCESS	TASKS	DHA, Inc, Scope of Work and Expenses								Totals
		Principal Architect	Associated Architect	Architect Designer	CAD Technician	Architect Production	Field Architect	Admin Mgmt	Admin Support	
		Current hourly billing rates -->								
Phase 1 - Master Planning / Programming		\$32,400	\$1,200	\$6,240	\$20,400	\$0	\$0	\$100.00	\$80.00	
0.00	Review Architectural Concept plan set and other design team documents to become familiar with 2021 site	8	8							\$60,240
	Kick-off coordination with Design Team	4								
	Workshops #1 and #2 - Prepare for process	4								
0.00	Meet with Project Liaison and Ad-Hoc committee to review process, scope, notifications, existing data	4								
1.00	Workshop No. 1, organize consulting team, visit site, prepare presentation, identify opportunities, sketches, photos	20			16					
	Workshop No. 2, Awareness walk, prepare map for stoping points, visuals and criteria list for observation,	20			16					
1.01	Interviews 25- Identify individuals, prepare agendas, conduct interviews, prepare a summary for review.	40			12					
1.02	Base Drawing plans As-Built demo for Library, Admin. Bldg., Fleet Vehicle reuse existing PDF, district supplied	4			24					
	Field visits with consultants (4) and contractors,	4		20						
1.03	Site Analysis, Program needs, Coordinate work with CEQA, Consultant, prepare drawings, field data, agencies	12		20	16					
*	Prepare base maps and site model, define design concept and site integration, Meet with District	12		12	40					
*	Meet with City and Bay Area Authorities, BAAQMD, MMWD, Review and Respond to comments	16								
*	Explore the need for relocating the Waste Gas System, slack height, heat radius, clearances, NIC									
*	Explore Fire Apparatus Access Analysis, Road, Hydrants; Meet with City of San Rafael Fire Department (2)	16			20					
*	Define cable, telephone, Natural Gas, water routing	8			20					
1.04	Parking Analysis, prepare a campus site plan with existing parking locations. Study City Code Regulations.	8			40					
	subtotal of hours	180	8	52	204	0	0	0	0	444
Phase 2 - Concept Design		\$9,720	\$600	\$2,880	\$4,800	\$0	\$0	\$0	\$0	\$18,000
2.01	Review of Concept Design- adjacencies, layouts, site integration, meet with departments (7), consultants (5)	24	4							
2.02	Prepare a physical study model, design drawings, distribute Concept set, meet consultants, District	8			32					
2.03	Analyse the Concept building systems with C,S,M,E, Energy, Engineering, Revise drawings	8		24						
2.04	Elevator research, budget, Meet with subcontractors Structural, Mechanical, Electrical, SCADA	8								
2.05	Prepare Concept set for District, City and approval Agencies submittals	4			16					
2.06	Submit to City of San Rafael Pre-Application and Design Review Board	2								
	subtotal of hours	54	4	24	48	0	0	0	0	130
Phase 3 - Schematic Design and Storm Drainage Analysis		\$10,080	\$4,800	\$0	\$6,400	\$0	\$0	\$0	\$0	\$21,280
3.01	Prepare Schematic Design, S,M,P,F,E	8	32							
3.02	Research 2019 Code and Prepare Building Code compliance Summary, exits, fire regs	8								
3.03	Communications with contractors, Prepare Construction Activity Plan, Explore Prefabrication	8			20					
3.04	Prepare Area Calculations, Floor Plans, Sections, Elevations	8			24					
3.05	Prepare Outline Specifications, system designs.	4								
3.06	Prepare Cost estimate, Meet with subcontractors, District	8								
3.07	Complete Schematic Design, Submit Application and Drawings for Design Review Board application	4			12					
3.08	Coordinate building systems with C,S,M,E, Energy, Engineering, Revise drawings	8			8					
3.09	Submit to District for review at City of San Rafael and Agencies, 30% complete									
	subtotal of hours	56	32	0	64	0	0	0	0	152
Phase 4 - 50% Design / Design Review Submittal to City of San Rafael		\$46,440	\$0	\$21,600	\$17,800	\$0	\$0	\$0	\$0	\$85,840
4.01	Workshop No. 3, progress sharing, identify tasks that need research and resolution	12		4						
4.02	Design Details, coordination, manufacturers, installers, research systems, energy, site, windows, roofs, solar	80		60	58					
4.03	Provide brochure of selected items, materials, equipment, fixtures, design layouts for review by LGVSD,	24		40						
4.04	Communicate with City, Receive Design Review Board Approval, prepare revisions based on City comments	48		36						
4.05	Prepare DD Drawing set and Specifications and meet with various contractors for cost input, select systems	24			80					
	Define staging needs, location, management of excavation material	6								
4.06	Communicate with manufacturers, installers, contractors	12								
4.07	Meetings with Approval Agencies (10) and District, MMWD, PG&E, AT&T, Comcast, BAAQMD	8								
4.08	Prepare cost estimate	12		12						
4.09	Coordination with Design Team, City and LGVSD	16		4						
4.10	Revisions to Design Review plans based on City comments	8		24	40					
4.11	Meetings, conference calls, site visit	8								
	subtotal of hours	258	0	180	178	0	0	0	0	616

LGVSD OPERATIONS CONTROL CENTER
 Architecture and Construction Administration
 Work Scope and Compensation

9/26/2021

Phase 5 - Contract Documents (CDs) for OCC Building and west parking area combined	\$80,640	\$79,200	\$9,600	\$0	\$17,280	\$0	\$0	\$0	\$186,720
5.01 Develop Approved Design Review Plans for construction meet with City, 50 % submittal for District approval	120				40				
5.02 Organize process, Finalize Title 24 calculations and prepare compliance documents, details	80	120							
5.03 Finalize brochures, fixtures system, coordinate building systems, window schedules	16	80							
5.04 Prepare specifications in CSI format, Boiler plate, drawings for 90% submittal for District review and Approval	40	80			4				
5.05 Submit for Permit, Respond to City and Approval Agencies Comments, drawings for 90% submittal to City	40	40	80		40				
Communicate and coordinate with 3rd Party review, update drawings as needed, City comments (3)	40	16							
Communication and Coordination with Engineering Consultants for markup drawing, meet with District	40	40							
Submit Energy Calcs, Window sizes, 100% submittal to City	12	32							
5.06 Receive Permit, coordinate with City and other public agencies, Notify interested Bidders	16	12			20				
5.07 Prepare Cost estimate in CSI format	8	48							
5.08 Prepare drawings for Bidding, value cost reduction, crane location, communicate with contractors, update cost with	12	60							
5.09 Prepare Bid Alternates- for temporary Staff relocation, Water features, Live wall.	24								
subtotal of hours	448	528	80	0	144	0	0	0	1200
Phase 6 - Bidding	\$12,240	\$0	\$0	\$0	\$1,920	\$0	\$0	\$0	\$14,160
6.00 Prepare Pre-Qualification, rating and appeal procedure, based on LGVSD sample documents	8								
6.01 Assist the District in advertising for Bidding, Contact Bidders, GC's, Subs (8)	12								
6.02 Conduct Pre Bid Field meeting; Meet with contractors on site as needed (8) Coordinate drawings, Addendum	8								
6.03 Prepare project clarifications, Addendums, control cost, scope review, Q+A to bidders,	12								
6.04 Review Bid results, Assist the District in analyzing the Bids and awarding the contract for construction	8				16				
6.05 Assist the District in agreement negotiations, establish construction communications process	8								
6.06 Document a record of selection procedures, update Bid Submitted Schedule of values	12								
subtotal of hours	68	0	0	0	16	0	0	0	84
Phase 7 - Construction Administration	\$101,520	\$0	\$2,640	\$8,500	\$0	\$0	\$0	\$0	\$112,660
7.01 Visit site as needed, assume 2 a month,(36) respond to field questions from contractor and inspecting authorities	180								
Assist the District in bidding for Inspection and Testing Services, Inspector of Record	12								
Prepare list for inspections process & visits	4								
Prepare CA set including Addendums and coordination items, material staging process, Fire Dept.	12			40					
Prepare and maintain field reports, Prepare progress check sets, Review details and schedules (16 mos, 4hr/m)	48			5					
Communicate with District Field Inspector of Record, review Daily Field reports, Update drawings	40								
Communicate with Agencies Inspection requests, Attend City inspections, Review fabrication details	10								
Review and Submit Inspection Testing Reports to City	10								
7.02 Prepare clarifications, ASI, (punch list items) RFI, Addendums, Assist District in negotiating Change Orders (20)	40								
Review, Certify and Process Contractor's Application for Payment (monthly, total of (20)	80								
7.03 Review submittals and shop drawings (initial submittal and subsequent review- total of 2 per Division)	40		4						
Review inspection testing	10								
7.04 Update drawings based on Submittals, Generate punch lists, Prepare Progress report for District	10		4	40					
Review deferred approval submittals such as Trusses, Fire Protection and sprinklers	16		4						
Deliver deferred submittals to City for approval and obtain such			10						
7.05 Review Documented by contractor as-built redlined documents and O&M Manuals	12								
7.06 Generate punch lists, respond to City questions and visits,	16								
7.07 Design, Specify, Bid and observe installation of site items	8								
7.08 Prepare for final City and Agency Occupancy approval, Inspection, Test reports, meetings, Green Report,	16								
subtotal of hours	564	0	22	85	0	0	0	0	671
TASKS	Architectural/Team Management								
	SMc		WAC	name	name	NC		NC	Civil
Expenses not included	Principal		Project Mgr	Project Arch	Dsgr/CAD	Admin		Admin	O & A
									\$0
									\$0
TOTAL FEES FOR ITEM 1: OCC, WEST PARKING AND FIRE ACCESS									\$498,900

LGVSD OPERATIONS CONTROL CENTER
Architecture and Construction Administration
 Work Scope and Compensation

9/26/2021

ITEM 2 - NEW CORPORATION YARD SITE (requires programming+scope definition) info for budget only									
Initial Phases of Master Plan									
* Explore Land availability, easements, land exchange, Prepare Schematic Site Plan for land exchange	\$20,880	\$6,000	\$0	\$14,200	\$1,560	\$1,080	\$800	\$0	\$44,520
* Define Corporation Yard functions and locations. Geotechnical data evaluation,				24		6	8		
* Explore location of Bioassay Building, functions, define size.	40								
* Staff parking needs and layout	8								
* Fire Access needs, meeting with Fire Department	16			32					
* Define Potable Plantwide Water Distribution System, Building & Fire Hydrants, location and regulations, NA	8			16					
* Define Recycled Plantwide Water Distribution system needs, irrigation and water features									
* Define Wastewater Distribution system plantwide needs, location and regulations, future operational needs									
Phase 2 - Concept Design, explore prefabrication									
Phase 3 - Schematic Design	12	24			2				
Phase 4 - Design Development	8	16							
Phase 5 - Contract documents	24			40	4				
Phase 6 - Bidding				30	7				
Phase 7 - Construction Management									
subtotal of hours	116	40	0	142	13	6	8	0	325
TOTAL FEES FOR ITEM 2: NEW CORPORATION YARD SITE									\$44,520
Expenses									
Miscellaneous project reimbursable costs									\$0
TOTAL FEES ITEM 2: NEW CORPORATION YARD SITE									\$44,520

NOTE: For assumptions/exclusions, please see proposal attached

LGVSD OPERATIONS CONTROL CENTER
Architecture and Construction Administration
Work Scope and Compensation
CEQA Environmental Survey

		Herring & Associates
PHASE 3 SCHEMATIC DESIGN		\$210.00
Phase 1	Master planning and design	\$9,660
Phase 2	Concept Design identifying project components for evaluation, research	14
Phase 3	Schematic design, developing mitigation measures	16
	subtotal of hours	46
PHASE 4 DESIGN DEVELOPMENT 50% Design		\$10,500
4.01	Design Development, prepare MND documents and Initial Study Report	50
	subtotal of hours	50
PHASE 5 CONTRACT DOCUMENTS		\$21,840
5.01	Air quality Analysis	8
5.01	Analysis of public services and utility based on info of San Rafael General Plan 2040	16
5.01	Public meeting and revision of MND	20
5.01	Preparing Final Report	60
	subtotal of hours	104
	TOTAL	\$42,000
	Direct cost Biological Survey	80

LGVSD OPERATIONS CONTROL CENTER
Architecture and Construction Administration
Work Scope and Compensation
Underground Utilities

		Subtronics	Locator	Manager	Cad
		\$226.00	\$226.00	\$246.00	\$140.00
Task	PHASE 3 &4 SCHEMATIC and DESIGN DEVELOPMENT	\$7,232	\$1,808	\$3,936	\$2,240
1	Utility location of metal utilities, electrical, telephone, gas., Water, painted on ground				
2	Location o sewer and drain by inserting a transmitter, painted on ground		8		
3	Survey of marks, plotting, by layer in UtoCAD, wt coordinates	32		16	16
	subtotal of hours	32	8	16	16
					\$15,216

ITEM 1 - OCC, WEST PARKING AND FIRE ACCESS	TASKS	Oberkamper & Associates Staff Hours							Totals	
		Principal	Civil	Civil	CAD	Senior	Land	2-Man Survey		1-Man Survey
		Engineer	Engineer	Designer	Technician	Engineer	Surveyor	Crew		Crew
Phase 1 - Master Planning / Programming		Current hourly billing rates -->								
		\$205.00	\$170.00	\$140.00	\$120.00	\$200.00	\$180.00	\$260.00	\$180.00	
	1.1 Review Architectural Concept plan set and other design team documents to become familiar with proposed site design	\$5,125	\$6,120	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	1.2 Kick-off coordination with Design Team	2	2							
	1.3 Workshops #1 and #2 - Prepare for and participate in	3	2							
	1.4 Prepare Schematic Civil Site Plan including west parking area with Fire access	6								
	1.5 Prepare Utility Connection Map (water mapping to include potable water, recycled water and fire water routing)	6	16							
	1.6 Project management / administration	4	16							
		4								
	subtotal of hours	25	36	0	0	0	0	0	0	61
	Phase 2 - Supplemental Surveys	\$1,025	\$7,140	\$0	\$0	\$0	\$1,260	\$4,160	\$0	\$13,585
	2.1 Coordinate with underground utility locating firm	2	2							
	2.2 Perform survey of marked underground utilities and existing features needed to check fire road clearance	2	2							
	2.3 Process field data, add to topographic base mapping, and create CAD linework showing utility routing						2	8		
	2.4 Perform topographic survey of west parking area (current Corp Yard)	2	16				2	8		
	2.5 Process field data and add to topographic base mapping	1	24				1	8		
	subtotal of hours	5	42	0	0	0	7	16	0	70
	Phase 3 - Schematic Design and Storm Drainage Analysis	\$3,485	\$11,560	\$0	\$0	\$0	\$0	\$0	\$0	\$15,045
	3.1 Prepare Schematic Design civil set for review by District: Existing Conditions Map, Grading & Drainage Plan, Fire Access Plan, Utility Plan, Stormwater Control Plan, Schematic Details	8	32							
	3.2 Prepare drainage maps for existing site (pre-construction) and proposed building site (post-construction)	2	8							
	3.3 Prepare storm runoff analysis for pre- and post-construction conditions	1	16							
	3.4 Prepare Hydrology report summarizing results of stormwater analysis	2	12							
	3.5 Project management / administration	4								
	subtotal of hours	17	68	0	0	0	0	0	0	85
	Phase 4 - 50% Design / Design Review Submittal to City of San Rafael	\$9,020	\$19,720	\$0	\$0	\$0	\$0	\$0	\$0	\$28,740
	4.1 Develop 50% set (Design Review Civil Plans) based on District input on SD submittal: Existing Conditions, Grading & Drainage Plan, Stormwater Control Analysis and Plan, Utility Plan, Utility Details, and fountain concept design; prepare submittal package to City	12	72							
	4.2 Prepare cost estimate	4	12							
	4.3 Coordination with Design Team, City and LGVSD	8	4							
	4.4 Revisions to Civil Design Review plans based on City comments	8	24							
	4.5 Meetings, conference calls, site visit if needed	8	4							
	4.6 Project management / administration	4								
	subtotal of hours	44	116	0	0	0	0	0	0	160
	Phase 5 - Contract Documents (CDs) for OCC Building and west parking area combined	\$20,090	\$37,060	\$0	\$0	\$1,600	\$0	\$0	\$0	\$58,750
	Anticipated Civil plan set to include: Notes/Details/Abbreviations sheet, Existing Conditions, Demolition Plan, Grading & Drainage Plan, Detailed Grading Plan for Area A, Detailed Grading Plan for Area B, Utility Plan, Utility Details, Curb Profiles, Storm Drainage Profiles, Stormwater Control Plan/Notes/Details, Erosion Control Plan/Notes/Details									
	5.1 Review City of San Rafael Conditions of Approval and prepare 90% Plans and Engineer's Estimate, submit for Client, Team review	28	108			4				
	5.2 Based on Client and Design Team comments on 90% submittal, prepare 100% set for submittal to City	16	40			2				
	5.3 Prepare specifications, review and refine with project team	6	16							
	5.4 Coordination with City and other public agencies	6	4							
	5.6 Prepare final Permit Submittal, incorporating input from Owner, City, Design Team and Contractor	12	32			2				
	5.7 Meetings, conference calls, Design Team e-mail coordination	16	12							
	5.8 Site visits as needed	8	6							
	5.9 Project management / administration	6								
	subtotal of hours	98	218	0	0	8	0	0	0	324
	Phase 6 - Bidding	\$1,230	\$680	\$0	\$0	\$0	\$0	\$0	\$0	\$1,910
	6.1 Participate in bid site walk	2								
	6.2 Prepare responses to bidders' questions	4	4							
	subtotal of hours	6	4	0	0	0	0	0	0	10
	Phase 7 - Construction Administration	\$9,840	\$5,100	\$0	\$0	\$0	\$0	\$0	\$0	\$14,940
	7.1 Participate in preconstruction site meeting	2	2							
	7.2 Review Materials submittals and respond to RFIs	8	4							
	7.3 Provide Construction Consultation as required	16	4							
	7.4 Additional site visits if necessary during construction	6	4							
	7.5 Perform punch list site walk and prepare punch list	8	4							
	7.6 Prepare Record Plans based on Contractor red-lines as maintained by Contractor during construction	4	12							
	7.7 Project Administration and management	4								
	subtotal of hours	48	30	0	0	0	0	0	0	78
	Expenses									\$200
TOTAL FEES AND EXPENSES FOR ITEM 1: OCC, WEST PARKING AND FIRE ACCESS										\$144,415

LGVSD OPERATIONS CONTROL CENTER
STRUCTURAL ENGINEERING SERVICES - ZFA STRUCTURAL ENGINEERS
 Estimated Fees

9/26/2021

TASKS	ZFA Structural Engineers						Totals
	Principal	Associate	Engineer	Designer	BIM Technicia	Engr Support	
Current hourly billing rates -->							
	\$205.00	\$150.00	\$125.00	\$110.00	\$105.00	\$65.00	
Phases 1 - 4: Master Plan + Concept + Schematic Design + Design Development	\$3,280	\$13,800	\$28,000	\$7,920	\$8,820	\$520	\$62,340
Phase 1: Master Plan							
Phase 2: Concept:							
Phases 3 -4 Outlined Below for Item 1 OCC							
Workshop No. 1, visit site, prepare presentation, identify opportunities, sketches, photos; Workshop No. 2, Awareness walk							
Workshop No. 3 prepare presentation, identifying tasks that need to be addressed		16					
OCC - Finite Element Modeling - Preliminary Lateral Force Resisting System Concepts		4					
OCC -Gravity Framing Concepts	4	30	120				
OCC -Foundations and Principal Retaining Structure Concepts	2	6	40	24			
OCC -Engage Manufacturers and Vendors for structural Components such as Roof and Floor Trusses, R	2	12	40	24			
OCC -Conceptual Level Structural Drawing Drafting	2	16	8	8			
Corporation Yard SD and DD	4	4	12		80	8	
	2	4	4	4	4		
subtotal of hours	16	92	224	72	84	8	496
Phase 5 - 30% Construction Documents	\$1,640	\$3,300	\$16,500	\$5,500	\$8,820	\$0	\$35,760
OCC - Lateral Force Resisting System Development and Calculations	2	4	50				
OCC - Gravity Framing Development Detailing and Calculations	2	4	35	20			
OCC - Foundations and Retaining wall Detailing and Calculations	2	4	35	20			
OCC - Collaborate with Manufacturers and Vendors for structural Components		6					
OCC - Construction Documents Drafting			8	6	80		
Corp Yard 30% CD	2	4	4	4	4		
	8	22	132	50	84	0	296
50% Constructon Documents	\$1,640	\$4,800	\$17,000	\$5,280	\$8,820	\$0	\$37,540
OCC -Lateral Force Resisting System Detailing	2	8	50				
OCC -Gravity Framing Detailing	2	8	35	20			
OCC -Foundations and Retaining wall	2	6	35	20			
OCC -Collaborate with Manufacturers and Vendors Roof and Floor Trusses, Retaining structures		8					
OCC -Construction Documents Drafting			12	4	80		
Corp Yard 50% CD	2	2	4	4	4		
	8	32	136	48	84	0	308
90% Construction Documents	\$1,230	\$2,400	\$9,000	\$3,300	\$5,040	\$0	\$20,970
OCC -Lateral Force Resisting System Detailing	2	4	30				
OCC -Gravity Framing Detailing	2	4	15	10			
OCC -Foundations and Retaining wall	2	4	15	10			
OCC -Construction Documents Drafting			6	4	40		
Corp Yard		4	6	6	8		
	6	16	72	30	48	0	172
Phase 6 - Constructon Documents, Permitting and Bidding	\$820	\$1,200	\$3,750	\$2,640	\$2,520	\$0	\$10,930
Plan Check	2	2	30	24			
Bidding	2	6					
Drafting							
subtotal of hours	4	8	30	24	24	0	90
Construction Administration and Closeout	\$3,485	\$9,600	\$11,750	\$12,980	\$4,200	\$0	\$42,015
OCC- Construction Documents Admin (site visits, Shop drawing review, RFI correspondence)	16	60	90	110	40		
Corp Yard	1	4	4	8			
subtotal of hours	17	64	94	118	40	0	333
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Fees							
Item 1: OCC Site							\$198,120
Item 2: Corporation Yard Prefab Metal Building							\$11,435

LGVSD OPERATIONS CONTROL CENTER MECHANICAL ENGINEERING SERVICES - LEFLER ENGINEERING, INC.		Lefler Engineers Staff Hours 21-09 09			Totals
		Principal	Project	CAD	
		Engineer	Engineer	Designer	
ITEM 1: OCC, Parking, Fire Access, Master Planning		Current hourly billing rates -->			
PHASE 1, 2, 3 - SCHEMATIC DESIGN, Project Start-Up		\$210.00	\$175.00	\$135.00	
0.00 Meet on site with architect to review process and scope		\$5,565	\$5,425	\$1,350	\$12,340
1.00 Workshop No. 1, visit site, identify opportunities, sketches		3			
Workshop No. 2, Awareness walk		3			
1.01 Interviews - Conduct interviews, prepare a summary for review and data		2			
1.02 Base Drawing plans prepare-As-Built demolition Plans for Library and Admin. Bldg.		1			
Field visits with architect and staff			4	10	
1.03 Site Analysis, Define Code Criteria		3			
1.04 Study City Code Regulations		1.5			
2.01 Review of Concept Design- update design, layouts, design drawings, meet with Architect		1			
2.02 Analyse the Concept building systems with C.S.M.E. Energy, Engineering, Coordinate System Analysis with Design team, budget Research 2019 Code and Prepare Building Code compliance Summary, fire regs		0.6	4		
2.03 Prepare Outline Specifications and system designs. Prepare Design set for Contractors review		5	4.5		
2.04 Explore Prefabrication		1.5	1.5		
3.01 Prepare Calculations and review cost estimate, consult with architect on brochure		0.6	1		
3.02 Complete Schematic Design, to architect - 35% completion		1.5	10		
		3	6		
PHASE 4- Design Development (DD)		1.1	28.5	31	67.5
4.01 Workshop No. 3 Identifying tasks that need to be addressed		\$2,730	\$4,025	\$1,350	\$8,105
4.02 Design, Details, coordination, manufacturers, installers, research systems, prefabrication, energy, site design, title 24		2	0.5		
4.03 Provide brochure of selected items, materials, equipment, fixtures, design layouts for review by LGVSD, coordinate team work and approvals		3	4		
4.04 Prepare revisions based on comments		0.6	2.5		
4.05 Prepare DD Drawing set and Specifications and meet with various contractors for cost input - 50% completion		1.5	6		
4.06 Review cost Estimate, communicate with manufacturers, installers		3	8	10	
4.07 Meetings with team		1			
subtotal of hours		2	2		
PHASE 5- Contract Documents (CD)		13	23	10	46
5.01 Develop Approved Design Review Plans for construction Area A (Building) Area B (Site), 50 % submittal for District approval		\$3,885	\$6,475	\$2,700	\$13,060
5.02 Organize process, Finalize Title 24 calculations and prepare compliance documents, installers		2	8	12	
5.03 Finalize brochures, fixtures system, coordinate building systems		4	6		
5.04 Prepare specifications in CSI format, drawings for 95% submittal for District review and Approval - 90% completion		1	1		
5.05 Submit for Permit, Respond to City and Approval Agencies Comments, drawings for 100% submittal for City Approval		1	2		
Communicate and coordinate with 3rd Party review, update drawings as needed, respond to City and Agencies comments (3)		4	8		
Communication and Coordination with Engineering Consultants for markup drawing and calcs update and work, meet with architect					
Submit Energy Calcs - 100% completion					
5.06 Receive Permit, coordinate with Interested Bidders		1.5			
5.07 Review and comment on Cost estimate in CSI format		1			
5.07 Prepare drawings for Bidding, value cost reduction, communicate with contractors		4	12	8	
subtotal of hours		18.5	37	20	75.5
PHASE 6 - Bidding		\$1,470	\$350	\$0	\$1,820
6.01 Attend Pre Bid Field meeting; Meet with contractors on site		4			
6.02 Prepare project clarifications, Addendums, review value engineering proposals, scope review, Q+A to bidders,		1.5	2		
6.03 Review Bid results, Assist the architect in analyzing the Bids		1			
6.04 Assist the architect in agreement negotiations		0.5			
subtotal of hours		7	2	0	9
PHASE 7 - Construction Phase		\$4,620	\$5,280	\$2,970	\$12,840
7.01 Visit site as needed, 4 site inspections are included, respond to questions from contractor and inspecting authorities, prepare reports		6	6		
prepare test for inspections process & visits					
Prepare and maintain field photo files, Prepare progress check sets, Review details,					
Communicate with Field Inspector of Record, Update drawings based on Field observation data,					
Review fabrication details, System layouts and approvals					
Review and Submit Inspection Testing Reports to City					
7.02 Prepare clarifications, ASI, RFI, Addendums, Review and assist architect in negotiating Change Orders (20)		2	2		
7.03 Review submittals and shop drawings (Initial submittal and subsequent review- total of 2 per Division), Review inspection testing		6	10		
7.04 Update drawings based on Submittals, Generate punch lists, Prepare Progress report for architect		3	3	6	
7.05 Documenting, Updating, and Preparing Final As-Built documents		3	6	16	
7.06 Generate punch lists, respond to City questions and visits (visits included in 7.01)		2	3		
subtotal of hours		22	30	22	74
ITEM 1 OCC, Parking, Fire Access, Master Planning Total Design Phase Fees and Expenses					\$48,365
ITEM 2: Corporation Yard and Site					
PHASE 1, 2, 3 - Master Planning, Schematic Design (SD), Project Start-Up					\$1,200
PHASE 4- Design Development (DD)					\$3,850
PHASE 5- Contract Documents (CD)					\$5,000
PHASE 6 - Bidding					\$850
PHASE 7 - Construction Phase					\$3,250
ITEM 2 Corporation Yard and Site Total Design Phase Fees and Expenses					\$14,150

LGVSD OPERATIONS CONTROL CENTER
Architecture and Construction Administration
Work Scope and Compensation
Energy Monitoring

		Soldata	
		\$135.00	
Task	PHASE 3 SCHEMATIC DESIGN	\$2,970	3,000
Phase 1	Title 24 Code, master plan		
Phase 2	Concept Design identifying project components for evaluation, research		
Phase 3	Schematic design, developing energy model		
	subtotal of hours	22	
		22	
	PHASE 4 DESIGN DEVELOPMENT 50% Design	\$4,050	4,000
4.01	Design Development, prepare report 50% complete		
	subtotal of hours	30	
		30	
	PHASE 5 CONTRACT DOCUMENTS	\$2,025	2,000
5.01	Provide submittal report 90% complete & 100% complete		
5.01	LEED Energy Performance		
	subtotal of hours	15	
		15	
ZZ	TOTAL		9,000

TASKS	Current hourly billing rates -->						Totals
	Principal Engineer	Design Engineer	Designer	CAD Technician	Administrative Staff	Expenses	
PHASE 1, 2, 3 - SCHEMATIC DESIGN, Project Start-Up	\$213.00	\$13,012	\$118.00	\$102.00	\$83.00		
0.00 Meet on site with Project Liaison and Ad-Hoc committee to review process, scope, notifications, visit site, photos			\$708	\$0	\$166	\$500	\$14,386
1.00 Workshop No. 1, organize consulting team, visit site, prepare presentation, identify opportunities, sketches			6	2		500	
Workshop No. 2, Awareness walk, prepare map for stopping points, visuals and criteria list for observation,			6	2			
1.01 Interviews- Identify individuals, prepare agendas, conduct interviews, prepare a summary for review and data			2				
1.02 Base Drawing plans prepare-As-Built demolition Plans for Library and Admin. Bldg. (ArcSine to provide marks)		15.45			2		
Field visits with consultants (4) and contractors,	1	8					
1.05 Review of Concept Design- adjacencies diagrams, civil site integration, meet with departments (7), consultants (5), update design, layouts			6	2			
Prepare a physical study model, design drawings, distribute Concept set and schedule to consultants, meet with District			16				
1.06 Analyze the Concept building systems with C,S,M,E, Energy, Engineering, Coordinate System Analysis with Design team. Revise drawings			4				
		14					
subtotal of hours	1	77.45	6	0	2		86.45
PHASE 4- Design Development (DD)	\$2,769	\$9,828	\$1,416	\$2,448	\$1,660	\$0	\$18,121
4.01 Workshop No. 3 for progress sharing, prepare presentation, identifying tasks that need to be addressed, responses needed, photos			6	2	1		
4.02 Design, Details, coordination, manufacturers, installers, research systems, prefabrication, energy, site design, windows, roofs, solar, SCADA	6	16	6		8		
4.03 Provide brochure of selected items, materials, equipment, fixtures, design layouts for review by LGVSD, coordinate team work and approvals	2	6			2		
4.04 Receive City's Design Review Board Approval, prepare revisions based on City comments		4					
4.05 Prepare DD Drawing set and Specifications and meet with various contractors for cost input, select elevator system, metal decking, window	4	16.5		24	6		
4.06 Prepare Cost Estimate, communicate with manufacturers, installers	1	4	4				
4.07 Meetings with Approval Agencies (10) and District		6			1		
subtotal of hours	13	58.5	12	24	20		127.5
PHASE 5- Contract Documents (CD)	\$852	\$5,712	\$236	\$27	\$498	\$0	\$7,325
5.01 Develop Approved Design Review Plans for construction Area A (Building) Area B (Site), meet with City, 50 % submittal for District approval	1	8		0.26			
5.03 Finalize brochures, fixtures system, coordinate building systems, window schedules, SCADA	1	4					
5.04 Prepare specifications in CSI format, Boiler plate, drawings for 95% submittal for District review and Approval	1	8			4		
5.05 Submit for Permit, Respond to City and Approval Agencies Comments, drawings for 100% submittal for City Approval		6	1		1		
Communicate and coordinate with 3rd Party review, update drawings as needed, respond to City and Agencies comments (3)	1	4			1		
5.07 Prepare drawings for Bidding, value cost reduction, crane location, communicate with contractors, update cost with manufacturers		4	1				
subtotal of hours	4	34	2	0.26	6		46.26
PHASE 6 - Bidding	\$213	\$1,512	\$0	\$408	\$249	\$0	\$2,382
6.01 Assist the District in advertising for Bidding, Contact Bidders, GC's, Subs (8), Chilotti, Linden, Burger, O&M steel, RWR, Meet with District							
6.02 Conduct Pre Bid Field meeting; Meet with contractors on site as needed (8) Coordinate drawings		2			1		
6.03 Prepare project clarifications, Addendums, control cost, scope review, Q+A to bidders,	1	6		4	2		
6.04 Review Bid results, Assist the District in analyzing the Bids and awarding the contract for construction		1					
subtotal of hours	1	9	0	4	3	0	17
PHASE 7 - Construction Phase	\$0	\$6,048	\$1,180	\$612	\$830	\$0	\$8,670
7.02 Prepare clarifications, ASI, RFI, Addendums, Review and assist District in negotiating Change Orders (20)		20	6	6	6		
Review, Certify and Process Contractor's Application for Payment (monthly, total of 20)							
7.03 Review submittals and shop drawings (initial submittal and subsequent review- total of 2 per Division), Review inspection testing		16	4		4		
subtotal of hours	0	36	10	6	10	0	62
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
subtotal of hours	0	0	0	0	0	0	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
subtotal of hours	0	0	0	0	0	0	0
Total Fees for Architectural Services							\$50,883

TASKS	O'Mahony & Myer Scope of Work and Expenses								Totals
	Founding Prin.	Principal	Project ED	Project LD	ED/LD	CAD Sup	CAD Tech	Admin	
	Engineer	Engineer	Designer	Designer	Designer	Technician	Technician	Office	
ITEM 1 - OCC, WEST PARKING AND FIRE ACCESS									
Current hourly billing rates -->	\$250.00	\$210.00	\$140.00	\$140.00	\$125.00	\$105.00	\$95.00	\$75.00	
Phase 1 - Master Planning / Programming	\$0	\$10,080	\$1,120	\$1,120	\$2,500	\$840	\$760	\$300	\$16,720
0.00 Review Architectural Concept plan set and other design team documents to become familiar with 2021 site		4			2			4	
1.00 Workshop No. 1, Identify electrical/lighting opportunities		8							
Workshop No. 2, Electrical criteria list for observation									
1.02 As-Built demo for Library, Admin, Bldg., Fleet Vehicle reuse existing PDF		12			8				
Field visits									
1.03 Site Analysis, Program needs, Coordinate work with CEQA, Consultant, prepare drawings, field data, agencies		20	8	8	8	8	8		
* Define design concept and site integration									
* Define cable and telephone routing									
1.04 Parking Analysis - electrical needs assessment		4			2				
subtotal of hours	0	48	8	8	20	8	8	4	104
Phase 2 - Concept Design	\$0	\$3,360	\$0	\$0	\$500	\$0	\$0	\$0	\$3,860
2.03 Analyze the Concept building systems with Energy, Engineering		4							
2.04 Meet with subcontractors; Electrical, SCADA		4							
2.05 Prepare Concept set for District, City and approval Agencies submittals		8			4				
subtotal of hours	0	16	0	0	4	0	0	0	20
Phase 3 - Schematic Design	\$0	\$12,180	\$2,240	\$1,120	\$2,000	\$2,100	\$1,140	\$0	\$20,780
3.01 Prepare Schematic Design; Electrical		32	8		8	12	6		
3.02. Research 2019 Code and Prepare Building Code compliance Summary, exits, fire regs		2							
3.05 Prepare Outline Specifications, system designs.		2							
3.06 Review Cost estimate		2							
3.07 Complete Schematic Design		2							
subtotal of hours	0	58	16	8	16	20	12	0	130
Phase 4 - 50% Design / Design Review Submittal to City of San Rafael	\$0	\$23,940	\$4,480	\$2,240	\$4,000	\$4,200	\$2,280	\$0	\$41,140
4.01 Workshop No. 3, progress sharing, identify tasks that need research and resolution		8							
4.02 Design Details, coordination, manufacturers		20	16		8	8	8		
4.03 Provide brochure of selected items, materials, equipment, fixtures, design layouts		20			8	8			
4.04 Prepare revisions based on City comments		20							
4.05 Prepare DD Drawing set and Specifications and meet with various contractors for cost input, select systems		24	16	16	16	10	8		
4.08 Review cost estimate		2				2			
4.10 Revisions to Design Review plans based on City comments		20				12			
subtotal of hours	0	114	32	16	32	40	24	0	258
Phase 5 - Contract Documents (CDs) for OCC Building	\$0	\$24,360	\$10,080	\$6,720	\$4,000	\$4,620	\$7,410	\$0	\$57,190
5.01 Develop Approved Design Review Plans for construction meet with City, 50 % submittal for District approval		30	20	24	16	20	20		
5.02 Finalize Title 24 calculations and prepare compliance documents, details		30	12			2	4		
5.03 Finalize brochures, fixtures system, coordinate building systems		24	18				24		
5.04 Prepare specifications in CSI format		4	4				2		
5.05 Submit for Permit, Respond to City and Approval Agencies Comments		26	18	24	16	22	24		
Communicate and coordinate with 3rd Party review, update drawings									
5.07 Review Cost estimate in CSI format		2					4		
subtotal of hours	0	116	72	48	32	44	78	0	390
Phase 6 - Bidding	\$0	\$5,040	\$1,120	\$1,120	\$2,000	\$2,520	\$1,520	\$0	\$13,320
6.03 Prepare project clarifications, Addendums, Q+A to bidders,		12	4	4	8	16	8		
6.04 Assist in analyzing the Bids		12	4	4	8	8	8		
subtotal of hours	0	24	8	8	16	24	16	0	96
Phase 7 - Construction Administration	\$0	\$15,120	\$2,240	\$2,240	\$4,500	\$2,100	\$0	\$0	\$26,200
7.01 Visit site as needed, respond to field questions		8							
Prepare CA set including Addendums									
7.02 Prepare clarifications, (punch list items), RFI, Addendums, Assist District in negotiating Change Orders		12	8	8	16	12			
7.03 Review submittals and shop drawings		12	8	8	12				
7.04 Update drawings based on Submittals, Generate punch lists		8							
7.05 Review Documented by contractor as-built redlined documents and O&M Manuals		8							
7.06 Generate punch lists, respond to City questions and visits		8				8			
7.07 Design, Specify, and observe installation of site items		8			8				
7.08 Prepare for final City and Agency Occupancy approval		8							
subtotal of hours	0	72	16	16	36	20	0	0	160

LGVSD OPERATIONS CONTROL CENTER
Architecture and Construction Administration
Work Scope and Compensation

		Core Utility
		\$160.00
PHASE 3 SCHEMATIC DESIGN		\$2,720
Phase 1	Master planning and design	4
Phase 2	Concept Design identifying project components	4
Phase 3	Schematic design review,	9
	subtotal of hours	17
PHASE 4 DESIGN DEVELOPMENT 50% Design		\$960
4.01	Design Development, review	6
	subtotal of hours	6
PHASE 5 CONTRACT DOCUMENTS		\$1,280
5.01	Details 90% Submittal	8
5.01	Details 100% Submittal	8
	subtotal of hours	8
TOTAL		\$4,960
Rounded TOTAL		\$5,000

LGVSD OPERATIONS CONTROL CENTER
Architecture and Construction Administration
Work Scope and Compensation
Recycled Water

		OTL
		\$200.00
PHASE 3 SCHEMATIC DESIGN		\$10,000
Phase 1	Master planning and design	10
Phase 2	Concept Design identifying project components for evaluation, research	10
Phase 3	Schematic design,	30
	subtotal of hours	50
PHASE 4 DESIGN DEVELOPMENT 50% Design		\$20,000
4.01	Design Development, prepare technical information	100
	subtotal of hours	100
PHASE 5 CONTRACT DOCUMENTS		\$20,000
5.01	Details 90% Submittal	70
5.01	Details 100% Submittal	30
	subtotal of hours	100
TOTAL		\$50,000

LGVSD OPERATIONS CONTROL CENTER
Architecture and Construction Administration
Work Scope and Compensation
Landscape and Irrigation

		Donlan Landscape	Irrigation
		\$150.00	\$150.00
PHASE 3 SCHEMATIC DESIGN			
Phase 1	Master planning and design	\$6,900	\$6,900
Phase 2	Concept Design identifying project components for evaluation, research	14	14
Phase 3	Schematic design	16	16
	subtotal of hours	16	16
		46	46
PHASE 4 DESIGN DEVELOPMENT 50% Design			
4.01	Design Development, 35%	\$7,500	\$7,500
	subtotal of hours	50	50
		50	50
PHASE 5 CONTRACT DOCUMENTS			
5.01	Submittal 50%	\$15,600	\$35,700
5.01	Submittal 90%	8	108
5.01	Submittal 100%	16	50
		20	20
		60	60
	subtotal of hours	104	238
	TOTAL	\$30,000	\$50,100
	Rounded TOTAL		\$80,000

ITEM 2 - NEW CORPORATION YARD SITE (requires programming and scope definition, tasks included for budgetary purposes only)									
Initial Phases of Civil Site Work:									
Topographic survey and mapping	\$12,300	\$19,040	\$0	\$2,880	\$1,200	\$1,080	\$2,080	\$0	\$38,580
Phase 1 - Master Plan	2			24		6	8		
Phase 2 - Concept Design	8	16							
Phase 3 - Schematic Design	12	24			2				
Phase 4 - Design Development	16	32							
	22	40			4				
subtotal of hours	60	112	0	24	6	6	8	0	216
Phase 5 - Contract Documents (CDs) for new Corporation Yard Civil Site Design	\$32,390	\$41,820	\$0	\$0	\$2,000	\$0	\$0	\$0	\$76,210
Anticipated Civil plan set to include: Notes/Details/Abbreviations sheet, Existing Conditions, Demolition Plan, Grading & Drainage Plan, Utility Plan, Utility Details, Curb Profiles, Storm Drainage Profiles, Stormwater Control Plan/Notes/Details, Erosion Control Plan/Notes/Details (include waste gas vent location only, assume technical design by Others)									
5.1 Review City of San Rafael Conditions of Approval and prepare 90% Plans and Engineer's Estimate, submit for Client and Design Team review	32	100			6				
5.2 Based on Client and Design Team comments on 90% submittal, prepare 100% set for submittal to City	24	48			4				
5.3 Prepare specifications, review and refine with project team	8	16							
5.4 Coordination with City and other public agencies	8	4							
5.6 Prepare final Permit Submittal, incorporating input from Owner, City, Design Team and Contractor	16	40							
5.7 Meetings, conference calls, Design Team e-mail coordination	12	8							
5.8 Site visits as needed	8	4							
5.9 Project management / administration	8								
Phase 6 - Bidding	6	6							
Phase 7 - Construction Administration	36	20							
subtotal of hours	158	246	0	0	10	0	0	0	0
TOTAL FEES FOR ITEM 2: NEW CORPORATION YARD SITE									\$114,790
Expenses									\$200
Miscellaneous project reimbursable costs									\$200
TOTAL FEES AND EXPENSES FOR ITEM 2: NEW CORPORATION YARD SITE									\$114,990

NOTE: For assumptions/exclusions, please see proposal attached

ITEM 1

**LGVSD OPERATIONS CONTROL CENTER
 GEOTECHNICAL ENGINEERING SERVICES - MILLER PACIFIC ENGINEERING
 Fee Estimate**

10/13/2021

TASKS	Miller Pacific								Totals
	Principal Engineer	Senior Engineer	Staff Geologist	Staff Technician	Drilling Sub-contractor	Land Surveyor	2-Man Survey Crew	1-Man Survey Crew	
Item 2 - CORPORATION YARD	\$235.00	\$185.00	\$135.00	\$105.00	\$1,750.00	\$0.00	\$0.00	\$0.00	
	\$4,700	\$4,810	\$2,970	\$1,050	\$3,500	\$0	\$0	\$0	\$17,030
Task 1 -									
Background Review	2								
Test Borings (4)	1	1	14		2				
Lab testing	1	1		10					
Geotechnical Analysis, settlement, sea level rise, etc.	6	14							
Geotechnical Report	6	10	8						
Consult with design team	4								
subtotal of hours	20	26	22	10	2	0	0	0	80
Task 2 -	\$3,525	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,525
Consult with Architect & Design Team during project design	15								
subtotal of hours	15	0	0	0	0	0	0	0	15
Task 3 -	\$3,525	\$0	\$10,800	\$0	\$0	\$0	\$0	\$0	\$14,325
Construction observation & testing services (preliminary estimate, to be updated after project details and schedule are known)	15		80						
subtotal of hours	15	0	80	0	0	0	0	0	95
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
subtotal of hours	0	0	0	0	0	0	0	0	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
subtotal of hours	0	0	0	0	0	0	0	0	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
subtotal of hours	0	0	0	0	0	0	0	0	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
subtotal of hours	0	0	0	0	0	0	0	0	0
Total Fees									\$34,880
Expenses									\$0
Miscellaneous project reimbursable costs									
Total Fees and Expenses									\$34,880
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
subtotal of hours	0	0	0	0	0	0	0	0	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
subtotal of hours	0	0	0	0	0	0	0	0	0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total CA Fees and Expenses									\$0
GRAND TOTAL									\$34,880

NOTE: For assumptions/exclusions, please see proposal attached

ITEM 12

September 10, 2021

DHA

Danadjieva Hansen Architects Inc.
P.O. Box 868, Tiburon, CA 94920

Re: LEED Consulting Services for Operations Control Center (OCC) in San Rafael

Dear Fani:

Thank you for the opportunity to present this proposal to provide LEED coordination services for your project located in San Rafael California. At your request, the attached document provides a scope of services and fee for this assignment.

Please note that this proposal **does not include** any required Title 24 modeling services as required by California's energy code (Title 24) and or specialized testing for lighting and mechanical systems and as required by Title 24 and or LEED Commissioning. CPG can provide and or add those services to this proposal if requested by the Client. Details are shown in the proposal.

As we have discussed, we provide an array of development services related to CalGreen and Title 24 code compliance, HERS testing / verification, green building certification, and sustainability review for new and existing building projects. We have vast experience working with local Cities such as San Jose and San Francisco assisting Clients meet any and all local green building requirements. I hope you will agree that the attached scope of work provides you with the services you are seeking.

Please feel free to contact me directly at (650) 269-3470 if you have any further questions or concerns. For more information on our firm please visit www.cpg.city.

Thank you in advance for your consideration.

Sincerely,



Paul A. Correa
Founding Principal, CPG Consultants
Certified: GPR, HERS Rater, LEED AP, cSBA, CalGreen Inspector

PROJECT SUMMARY/GOAL

Project Goal: CPG Consultants is to advise/assist Client to obtain LEED Certification for the "Project".

CPG's main role as the LEED coordinator is to assist the project team to implement, coordinate and document prerequisite and credit requirements for LEED certification and as they relate to submitted products and construction related credits and those credits / prerequisites that fall under the construction (if design credits also fall under the responsibility of the construction team to prep all required LEED design credits, CPG will assist accordingly).

LEED Process

It is assumed as a basis for this proposal that all project team members including the architect, MEP Engineer(s), Civil, Landscape, Lighting, Acoustics, Structural, Design/Build team members, General Contractor and their sub-contractors and installers have included sufficient time in their respective scopes and their staff possess the requisite abilities needed to actively participate and engage in the LEED documentation and review process as needed to accomplish project goals.

LEED SCOPE OF SERVICES

PHASE 1. PRE-CONSTRUCTION PHASE TASKS:

- **LEED Review / Requirements:** Discuss with project team requirements to achieve **LEED** certification and those targeted / required by the project "team" (construction team)
 - Outline LEED requirements to team after review of plans and development of initial LEED scorecard; if no LEED scorecard has been prepared to date, CPG to prepare an initial LEED scorecard to discuss with project team;
 - Advise team that a Title 24 report must be completed for project design and must exceed baseline energy requirements to meet LEED requirements;
 - Advise team on possible design changes that must be done to the project if project is not currently designed to meet LEED requirements;
- **Project Registration - LEED Design Review:** Register project with USGBC if not done already by design team;
 - Advise team on submittal requirements to USGBC to register project for LEED certification;
 - Coordinate with design team on LEED design credits / submittals design team must complete and those LEED prerequisites that fall under the responsibility of the construction team (CPG to assist on these LEED requirements) and or the project architect;
- **Commissioning:** Advise team on commissioning requirements per LEED and State (Title 24 requirements);
 - Advise team on need to identify a commissioning agent (if a commissioning agent has not been retained; note that CPG can prepare a proposal for the required commissioning tasks), tasks that must be done;
- **LEED Credits / Prerequisite Review:** Review and discuss with project team on LEED credits to be targeted and as required for LEED certification;
 - Tasks: identify which credits / prerequisites will be covered by the construction team, design team, LEED consultant;
- **LEED documentation requirements:** CPG to advise team on items that will need to be documented for LEED certification purposes including photographs of construction progress for specific LEED credits / prerequisites such as storm water pollution control during construction phase, material protection;
- **Project Specification Review:** Review project specs, if available, advise on non-compliance items as they pertain to LEED requirements (and per LEED scorecard);

- Begin preparation of LEED documentation that will be required for submittal for formal USGBC certification review / upload to USGBC project website; complete LEED water calculator for LEED water credits;
- Review project design and drawings as needed to complete required LEED submittal documents during construction phase;
- **Team Coordination:** Participate in project team conference calls as needed to accomplish project goals;
- Provide LEED technical assistance as needed to accomplish project goals – coordinate with project team as needed to develop LEED credit exhibits and where feasible;
 - Coordinate with design / contractor team on how team can create required exhibits such as site maps, circulation maps, and or any other exhibits requiring special design expertise (specialized exhibits to be done by to be determined sub consultant and or architect);
- Continue to Coordinate and Prepare LEED Project Pre-Certification submittals, where applicable to targeted / required LEED credits / prerequisites;
- Review any changes to project design as needed to accomplish project goals, revise, complete LEED submittal documents;
- **Interfacing with USGBC:** Interface with USGBC as needed to achieve formal LEED certification;

PHASE 2. CONSTRUCTION / VERIFICATION PHASE (Begin tasks once construction starts)

- Continue relevant items in Phase I;
- **LEED Construction Review:** Register project at Construction Phase for LEED Construction Review
- **Documentation Requirement Review / Tasks:** Continue to coordinate with team on LEED documentation requirements including requests for photographs of construction progress to prove LEED compliance and as needed for LEED certification;
- **Submittal / Spec Review:** Review and submit design credit submittals to USGBC using LEED online;
- Coordinate and review LEED Construction submittals as needed / required by LEED;
- Advise on construction team on LEED documentation requirements, expectations as needed to accomplish LEED project goals;
- Update team on progress on LEED certification;
- Assist with LEED related submittal questions;
- Revise LEED checklist as needed - advise on credits achieved to date, credits needing additional information from design team and or construction team;
- Review and finalize LEED Construction submittals and any other Design Submittals as needed to satisfy USGBC review requirements – continue to review project specs provided by the project team;
- Submit Construction submittals and all final documentation to USGBC online to achieve LEED certification (*to occur as needed during the construction / verification phase and post occupancy phase*);
- As needed, participate conference calls as needed to accomplish project goals (to occur as needed during the construction / verification phase and post occupancy phase);
- **Construction Waste Management Review:** Review Construction Waste Tags to confirm LEED compliance and per local requirements;
- **Final LEED Certification:** Obtain feedback from USGBC on final LEED certification;
 - Provide letter of LEED and green building compliance to the project and the City confirming compliance;

PROJECT FEE

- **LEED Consulting Fee: \$37,000 for Phase I & II** (not to exceed as outlined in this proposal) – Phase I (\$20,000), Phase II (\$17,000)
 - **\$5,000 Retainer to begin services**
 - CPG will send completed monthly hours to client; once Retainer is exhausted from monthly hours provided to Client, CPG will invoice Client for hours worked at CPG hourly rates;
 - **If CPG needs to exceed the LEED Consulting Fee (\$37,000) to meet project goals, CPG will inform Client on remaining hours needed to complete Project's LEED goals;**
 - **Commissioning:** LEED Consulting Fee **does not include** any required LEED Commissioning – CPG estimates LEED Commissioning fee may range from \$20,000 - \$30,000;
 - **Energy Modeling:** LEED Consulting Fee does not include any energy modeling as required by Title 24 and or LEED – CPG can provide such services if requested;
 - **USGBC Fees:** LEED Consulting Fee shown above does not include fees paid to the USGBC (GBCI) for project registration, LEED certification / review fees paid to the GBCI;¹ (See note below on estimated USGBC Fees);
 - **CPG Hourly Rates:**
 - Principal: \$165/hr (Paul Correa will be lead for this project)
 - Administrative: \$95/hr
- **Exclusions:** Does not include: any specialized testing such as commissioning, IEQ LEED Testing such as air quality testing for interior, acceptance testing for lighting and or mechanical systems, TAB testing, etc., and any other items /tasks which is not stated in this proposal; does not include Title 24 and Commissioning – fees to provide assistance on these items can be determined by CPG once CPG is engaged to provide services and completes a full review of project plans;

LEED Process

It is assumed as a basis for this proposal that all project team members including the architect, MEP Engineer(s), Civil, Landscape, Lighting, Acoustics, Structural, Design/Build team members, General Contractor and their sub-contractors and installers have included sufficient time in their respective scopes and their staff possess the requisite abilities needed to actively participate and engage in the LEED documentation and review process as needed to accomplish project goals.

LEED Project Management

As the LEED Coordinator, CPG will assist with documentation and serve as a sustainability, green codes and material research resource, spec reviewer for the project team as outlined in this proposal.

Items Furnished by Client

Client shall supply Consultant in a timely manner, copies of all phases and issues of the project's design and construction documents and project specifications in both hard copy and electronic PDF format. Client will also provide copies, where applicable and available, of the Soils Report, Acoustic Report, Phase II Site Assessment (if applicable) and Title-24 Energy report and other important documents needed to accomplish project goals (if applicable/needed). Client will complete the appropriate material tracking forms with assistance from CPG.

Standards of Performance

The standard of care for all professional and related services performed or furnished by Consultant under this agreement will be consistent with that level of care and skill normally exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranties, expressed or implied, under this Agreement or otherwise in connection with Consultant's services.

¹ **Estimated USGBC Fees Split Review:** \$1,500 registration fee + Flat Fee of \$5,000 + Design Review Fee at \$0.038/sf (min. of \$1,900) + Construction Fee at \$0.013/sf (min. of \$635); other LEED expedited fees not shown; CPG will need to reconfirm USGBC Fees;

Exclusions

The following work is not included in the scope of work:

- Mechanical, plumbing or electrical system design or review.
- Specialized documentation review that may be required by LEED (site maps, transit maps, location maps, etc.) – CPG will inform Client when such items are required and fee to produce (if the project team cannot provide / develop)
- Design or sizing of photovoltaic or other on-site generation systems.
- Analysis of systems or buildings outside the scope of this project.
- Detailed construction or installation cost estimates.
- Meetings or site visits not listed above.
- Utility Rebates and tax credit preparation and documentation.
- Energy Star certificates.
- Comparison, transferring or upgrading to other LEED Rating Systems.
- LEED registration fees
- LEED Rating System Pilot Processes.
- Title 24 Energy Modeling (CPG can provide Title 24 modeling if requested by the project team)
- Life Cycle Assessments and Environmental Product Declarations.
- Building Operational Energy Modeling (BOM)
- Specialized documentation preparation such as maps, density studies, transit maps, drawings / project plans
- Community Outreach
- LEED CX Fee not part of this proposal
- Specialized testing required by Title 24 and or LEED such as: TABB testing for mechanical systems; lighting controls acceptance testing as required by Title 24; HERS diagnostic and Verification requirements

Payment Schedule

Noted on page 4

Additional Fees

- If requested, Site Visits beyond what is outlined in this proposal will be billed at **\$350** per visit. Client will also be billed mileage to and from site at \$0.57 per mile.
- LEED Application / Certification Fees (GBCI) will be outlined during the Phase I to the Client (the Client).
- Items excluded in this proposal (see Exclusions).

Additional Scope

Additional scope, as mutually agreed upon by Client and Consultant, will be billed at Consultant's hourly billing rate prevailing at the time the work is carried out. If additional services are billed through Consultant and provided by Others, those services will be billed at fee plus 10%.

Reimbursable Expenses

Consultants reimbursable expenses include but are not limited to mileage and/or car-share rental expenses, parking, taxi, bike-share expenses photocopying, printing, deliveries, fax and phone. Reimbursable expenses will be billed at cost plus 10%. Consultant's expenses are estimated to be \$1,000. Client will provide Consultant one hard copy ½ set of SD, DD and CD drawings and a specification as part of this agreement.

Invoices

Consultant will invoice Client per the payment schedule shown on page 4. Invoices are due upon receipt. Late payments will be charged 1.5% interest on a monthly basis. Client agrees to pay Consultant the amounts set forth herein within fifteen (15) calendar days of receipt of payment by Owner to Client.

OTHER NOTES ON PROPOSAL

1. Final LEED certification will not be issued until all Consultant and USGBC fees are paid.
2. A 1.5% monthly rebilling charge will be added to past-due invoices.
3. All third-party (USGBC) fees, including registration, application review, appeals, expediting, etc., permits, inspection fees, or other fees required for entitlements shall be paid directly by the CLIENT (the Client).
4. Client shall provide to Consultant full information about the existing conditions, sustainable design objectives, schedule and constraints for the Project. Client shall render decisions in a timely manner so as not to impact the timely completion of the Project or its LEED Certification Application process.
5. Consultant is providing LEED consulting services. Consultant is not providing either architectural, engineering, or other design services.
6. Although Consultant may provide opinions on the potential LEED credits that may be achieved, Client understands that Consultant does not have control over third parties and cannot guarantee a particular LEED Credit or Certification will be achieved. Consultant does not guarantee the desired LEED rating will be achieved. Consultant makes no warranty, express or implied, or assumes any legal liability or responsibility for the accuracy or completeness of any information, LEED rating, methods, energy savings, product, or process disclosed or other information contained, described, or referred to in Consultants reports. While the recommendations in Consultant's report will be reviewed for technical accuracy and are believed to be accurate, the findings and credit achievements are estimates and actual results may vary.
7. During construction, Consultant may visit the Project site or attend meetings to respond to LEED issues, however, Client acknowledges that Consultant is not responsible for any or continuous reviews of the construction, or to inspect or supervise any construction, or to determine the general contractor's means, methods, or sequencing of construction, or job site safety, or identification of hazardous materials, as these are the sole responsibility of the general contractor. As such, Consultant shall not be responsible for the acts or omissions of the general contractor or any subcontractor.
8. Right to Stop Work: If payment is not received by Consultant on the due date listed on each invoice, and if such default continues for 20 days, Consultant may elect to stop work until all amounts owed are received.
9. This proposal is good for 30 days from the date of this proposal.

The parties acknowledge that each has fully read and understood this statement of work / proposal, and, intending to be legally bound thereby, executed this statement of work / proposal on the date set for below.

CPG Consultants, LLC



BY: _____

NAME: Paul Correa

TITLE: Principal/LEED Consultants

DATE: 9/10/21

CLIENT: DHA

BY: _____

NAME: _____

TITLE: _____

Date: _____

Please provide the Client contact for all Consultant invoices and billing questions on this project.

BILLING CONTACT NAME: _____

EMAIL: _____

BILLING ADDRESS: _____

PHONE/EXTENSION: _____

Please send all correspondences / payments to CPG Consultants at the following address:

CPG Consultants
Attn: Paul Correa
2443 Fillmore Street, #138
San Francisco, CA 94115



Featured Projects

Recent / Current Clients include: (partial list) - view our Facebook page for photos, link is below

Entitlement, Government Relations, City Planning Advising:

- **CBS Outdoor / Outfront Media** (SF Bay Area): provide strategic land planning, government relations and entitlement planning services for existing and new signage issues
- **City of Hayward**, Department of Planning: Provided strategic land planning services for key department planning and public works projects
- **City of Belvedere**, Department of Planning: Provided as needed project management, plan and code compliance review, land planning services for miscellaneous submitted projects.
- **Academy of Art University** (San Francisco) : strategic facility planning and property management, permit processing services (past client)
- **Voices Academy** (Morgan Hill, CA): Provide strategic permitting services for a new K-5 charter school
- **McDonald's Bay Area** (San Jose, CA): Provided strategic permitting, planning, and government relations services for the renovation of an existing restaurant on Bascom Avenue.
- **Reed & Graham Mixed-Use Master Plan, Entitlement** (San Jose, CA): Led by Paulo Hernandez in conjunction with Silicon Valley Advisors (SVA), served as lead master planning consultants for this sensitive site to convert the 16-acre heavy industrial property into a transit-oriented residential and office mixed-use development. The team spearheaded all aspects of approval on the property, instigating a key transformation in the Midtown San Jose area. This included a General Plan amendment to allow for 675 units of high-rise residential housing; 625,000 square feet of commercial space; 4.6 acres of parkland; and an increase in allowable building height from 45 to 120 feet.

- **San Jose Water Land Company – Delmas Property Mixed-Use Development Plan, Entitlement** (San Jose, CA): Led by Paulo Hernandez, while consulting with SVA, was the primary land use consultant for this site. The firm conducted highest-and-best-use analyses and initiated two General Plan amendment approvals to realize the proposed use for the 9.4-acre property. Paulo Hernandez was part of a blue-ribbon team of development consultants acting as lead strategists, putting together the successful Planned Development Zoning application for 325 units of residential housing and over one (1) million square feet of commercial and office space – now under contract to be purchased by Adobe Systems.



Residential: (partial list)

- Corbett Avenue Development project (San Francisco), providing GreenPoint Rating services for a new condo project: Targeting 148 Green Point Rated points
- Lombard at Powell Street (San Francisco), 4-unit multi-family condo project: providing Green Point Rating services
- 19 Arguello (San Francisco), provide Green Point Rating services for a new single family project; targeting 150 + Green Point Rated points;
- Single Family renovation project (San Mateo), provide Green Point Rated services for a large renovation project
- Design Avenues/Stanford University, provided assistance to the sustainability design team for the new faculty housing
- SummerHill Homes, Title 24 and CalGreen advisory services
- Chinatown Community Development Corporation (San Francisco, CA): Sustainability services
- Van Every Willow Glen development project: Green building, energy, and Title 24 compliance services for a new single family housing project in San Jose, CA. Services include: green point rated checklist preparation, green building and energy efficiency design strategies to build an energy efficient, sustainable residential home.

Large Multi-Family:

- **San Francisco, CA: 237 Shipley Street:** Currently acting as owner representative, providing GreenPoint Rated and sustainability services to a new 21-unit apartment building in South of Market Area (SOMA). Project under construction, estimated completion date May 2017.

237 Shipley Street (right)



- **Compton, CA: Blue Green Preservation & Development:** Provide sustainability, energy advising assistance for affordable rehab housing projects in Los Angeles; tasks include building assessments, energy audits, preparation of TCAC sustainability application requirements;
- **San Jose, CA: Tenth and Taylor Multifamily 400 unit apartment development:** Owner/Builder- Representative providing Green Point Rated, CalGreen, sustainability advising, HERS testing/verification, Title 24 compliance and commissioning services for a new midrise podium project proposing to build 403 residential units (Japantown); CPG advised design team on utilizing solar thermal (SF .50) to achieve required energy efficiency goals at 10% better than Title 24.
- **Santa Clara, CA: Lawrence Station Project:** ~ 900 unit development: Provide LEED ND certification, Green Point Rating services, SummerHill Homes, for a master plan development featuring single family, townhome, mid rise apartment and condo product;
- **Oakland, CA: Temescal Muse 24 unit apartment development:** Provide Green Point Rating and green building design services for a new 24-unit mid rise apartment building located in the downtown corridor;



Uptown (left) and Waverly (right) mid-rise podium projects

- **Oakland, CA: Uptown and Waverly mid-rise residential project:** Owner/Builder-Representative for two new 6-story multifamily apartment projects (~ 200 and 250 units). CPG is the lead sustainability consultant providing Green Point Rated, CalGreen, sustainability advising, HERS testing/verification, Title 24 compliance and commissioning services for the two new midrise podium projects. Both project currently at the 90% DD stage. Both projects targeting energy efficiency at 10% better than Title 24.
- Please view our website for information on our current LEED projects (www.cpg.city)

Fani Hansen

From: Doug Herring <doug@douglasherring.us>
Sent: Friday, September 10, 2021 12:04 PM
To: Fani Hansen
Subject: Re: 21 09 10 Biologist additional item CEQA proposal for LGVSD project

Fani,

The additional cost would be \$6,380.

Thanks,
Doug

On Sep 10, 2021, at 10:45 AM, Fani Hansen <fani@hansenarchitects.com> wrote:

Doug,
A ballpark cost would be good to have as potential add to cost.
Should we have an item for biologist for \$5,000?
Fani

Fani Danadjieva Hansen
aia ncarb leed ap bd+c

DHA

Danadjieva Hansen Architects Inc.
P.O Box 868, Tiburon, CA 94920
p 415.435.5767 c 415.794.6401
www.hansenarchitects.com [LinkedIn](#)

From: Doug Herring <doug@douglasherring.us>
Sent: Friday, September 10, 2021 9:42 AM
To: Fani Hansen <fani@hansenarchitects.com>
Subject: Re: 21 09 10 CEQA proposal for LGVSD project

Hi Fani,

I have heard back from the biologist I queried (who is excellent, by the way, and especially experienced at expediting Corps permits, which are notoriously slow) and he thinks it would be wise for a biologist to be part of the environmental review because it is likely to draw comment and scrutiny from the California Department of Fish and Wildlife (CDFW). Actually, I was quite surprised to get CDFW scrutiny on the project I was in public hearing on yesterday. There was literally no habitat on the site, no trees, nothing, but they commented because there was habitat nearby. We ended up having to bring in a biologist after the fact to address CDFW's comments. I fear we could get into the same situation on this project, especially since it appears that some oak woodland habitat would be removed, even though it's not a large area. They are also likely to raise concerns about roosting and foraging bats, as they did on this other project (which is also in Marin County).

I think it might be wise to head this potential problem off at the pass and have a biologist on board from the outset. I'm confident I could identify the obvious biological impacts and develop appropriate mitigation, but I'm not qualified to fend off the CDFW. Let me know if you would like me to get a quote to add Olberding Environmental to the project team. I'm guessing this would add \$5,000 to \$7,000 to the cost, but won't know without their proposal (or I could ask them for a quick ballpark cost).

Thanks,
Doug

DHA

DANADJIEVA HANSEN ARCHITECTS Inc.

Section 6 Appendix Consultant Proposals



Douglas Herring & Associates
Environmental, Policy, and Planning Services

September 9, 2021

Fani Hansen
Danadjieva Hansen Architects, Inc.
P.O. Box 868
Tiburon, CA 94920
[via electronic transmittal]

Subject: Proposal for Las Gallinas Valley Sanitation District Operations Control Center Initial Study/ Mitigated Negative Declaration

Dear Fani:

This letter presents a proposal for **Douglas Herring & Associates (DHA)** to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) for construction and operation of an Operations Control Center (OCC) proposed by the Las Gallinas Valley Sanitation District (LGVSD). The proposed building would be constructed on the existing site of LGVSD's Wastewater Treatment Plant (WWTP) located on Smith Ranch Road in the City of San Rafael (Marin County). The proposed IS/MND would be prepared in compliance with the requirements of the California Environmental Quality Act (CEQA). The proposed scope of work would be performed under subcontract to Danadjieva Hansen Architects, Inc. (DHA, Inc.), which will be under a prime contract with the project applicant, who will also function as the Lead Agency pursuant to CEQA.

Founded in 1997, DHA is a sole proprietorship able to provide full-service environmental review by assembling environmental impact report (EIR) teams comprised of highly qualified technical subconsultants from all environmental disciplines. DHA is headed by Doug Herring, who has over 33 years of experience as an environmental and planning consultant. This experience includes managing a variety of large and small projects, hands-on environmental analysis, and contract planning work. Mr. Herring has prepared scores of documents in compliance with CEQA and the National Environmental Policy Act (NEPA) for a wide range of technical and land use development projects, including landfills, materials recovery facilities, gas-to-energy projects, high voltage electric transmission lines, deep-water port facilities, rail terminals, truck terminals, boat yards, recreation trails, cemeteries and crematories, cellular phone towers, water and wastewater pipelines, aggregate mines and production plants, asphalt plants, schools, hotels, mixed-use developments, and residential subdivisions. Within the past two years, we have worked on projects in Marin County; Alameda County; Santa Clara County; the cities of Piedmont, Emeryville, Concord, Alameda, Union City, Santa Clara, Sunnyvale, Benicia, and Richmond; and the Town of Moraga. DHA just completed a comprehensive EIR for the City of Alameda's 2040 General Plan. I will be happy to provide more extensive qualifications upon request, as well as project references. You can also find more information on the DHA website at: <http://douglassherring.us> (the original URL, www.dha-environmental.com was coopted by an internet pirate).

The proposed project would consist of construction and operation of a three-story building that would house LGVSD administrative offices, laboratories, an operations control room, and other miscellaneous spaces. The proposed scope of work would entail evaluation of the potential environmental effects that could result from construction and operation of this facility. Due to the time limitations in preparing this scope of work and budget, the scope of work does not include evaluation of other actions, such as construction of a bioassay building or water distribution system, demolition of a carport, or evaluation of the waste gas burner system. These tasks could be added for a supplemental budget.

Based on my initial understanding of the project, I believe I can perform all of the necessary environmental analysis without bringing in any of the many technical subconsultants I have ongoing relationships with, subject to certain assumptions, set forth below.

In a nutshell, my proposed scope of work will consist of performing sufficient environmental analysis to answer all of the questions contained in the standard Environmental Checklist contained in the *CEQA Guidelines*. Documentation of the results will be compiled into a completed IS/MND. Following review of an administrative draft IS/MND by DHA, Inc. and the District, I will make appropriate revisions and prepare the final document. I will subsequently, following public distribution of the document, attend one public hearing before the LGVSD Board of Directors (or other applicable hearing body), and be available at this meeting to answer questions pertaining to the environmental review of the project.

DHA Proposed Scope of Work

Briefly, DHA will perform the following tasks:

- 1) DHA will conduct a reconnaissance of the project site and surrounding area to identify and document environmental conditions and constraints. The site visit will be photo documented, supplemented with video to assist in the analysis of potential aesthetic impacts.
- 2) In coordination with DHA, Inc. and the project sponsor, as needed, DHA will develop a complete project description, identifying all project components that could potentially result in adverse environmental effects. The project description will be sufficiently detailed to allow for full consideration of project impacts. Following administrative review and comment by DHA, Inc. and LGVSD, I will revise the project description, as warranted.
- 3) Conduct all primary research necessary to identify and document all potential environmental impacts associated with the project and develop mitigation measures to reduce potentially significant impacts to a less-than-significant level, if feasible. A list of assumptions included in the scope and cost of this task is provided below.
- 4) Coordinate preparation of appropriate graphics for inclusion in the MND document.
- 5) Compile results of Tasks 1 through 4 into an Initial Study (IS), in compliance with CEQA requirements. The IS/MND will be based on the standard Environmental Checklist contained in the *CEQA Guidelines*, and will include a completed Environmental Checklist.

- 6) Following review of an administrative draft IS/MND by DHA, Inc. and LGVSD, incorporate appropriate revisions and prepare final document.
- 7) Deliver copies of final printed document to LGVSD for internal and public distribution.
- 8) Provide electronic copies of the final IS/MND to DHA, Inc. and LGVSD in Microsoft Word and/or Adobe PDF formats.
- 9) Prepare a Mitigation Monitoring and Reporting Program (MMRP) for the tracking and monitoring of all mitigation measures identified in the IS/MND.
- 10) Attend a public hearing before the LGVSD Board of Directors (or other applicable hearing body). I will be available at this meeting to answer questions pertaining to the environmental review of the project.

The scope of work and associated budget were based on the following assumptions:

- The following task is included in this proposed scope of work: DHA will prepare and submit a consultation request form to the Native American Heritage Commission (NAHC), which will respond with a letter identifying known Native American tribal groups culturally or historically affiliated with the project area. DHA will proactively mail letters to all tribal representatives identified by the NAHC notifying them of the project and inviting them to submit requests for consultation with the District and/or City of San Rafael. The results of these efforts will be documented in the IS/MND. In the event that any tribal groups request consultation on the project, this will be the responsibility of the District and/or City.
- Evaluation by a professional archaeologist is not included in the proposed scope of work. DHA will prepare and submit an archival search request with the Northwest Information System (NWIC) at Sonoma State University, which is part of the California Historical Resources Information System (CHRIS). The NWIC will conduct archival research and document the results in a letter report, which will be summarized in the IS/MND. If NWIC determines that there is a moderate to high probability for cultural resources to lie buried within the confines of the site, they will likely recommend additional investigation by a qualified archaeologist. Any additional work recommended by NWIC would require supplemental budget.
- The air quality and GHG analysis will be based on the screening criteria contained in the Bay Area Air Quality Management District's (BAAQMD) May 2017 *California Environmental Quality Act Air Quality Guidelines*. Given the size of the project, which is below BAAQMD's screening thresholds for potential impacts, quantified modeling of construction and operational emissions is deemed unwarranted. Quantified modeling can be added for a supplemental fee. The scope of work does not include a Health Risk Assessment.
- Because it appears that all of the work will be performed predominantly within the confines of a previously disturbed and largely developed site, a site survey by a qualified biologist is not included in my proposed scope of work, but this task can be added for a supplemental fee. It appears that the new OCC would encroach into an adjacent hillside that is vegetated with native trees. I anticipate some standard mitigation to protect nesting birds, but don't currently anticipate other impacts. However, I have reached out to one of the biological consultants I have teamed with many times to see if adding his services would be advisable.

I was unable on such short notice to answer this question in time for this submittal. Other than the few adjacent trees, it is assumed the site does not provide any special plant or wildlife habitat or support sensitive species.

- It is assumed that a geotechnical investigation report will be provided to guide the Geology and Soils analysis.
- It is assumed that a Stormwater Control Plan (SCP) prepared by the project design team will be provided that includes calculations of existing, new, and replacement impervious surfaces and identifies appropriate on-site treatment (and detention, if needed) facilities. DHA will draw on the SCP for the Hydrology and Water Quality analysis.
- The project site is located within the planning area of the *San Rafael General Plan 2040*, which was just adopted on August 2, 2021. Budget has been included to evaluate the project's consistency with the General Plan in the Land Use and Planning analysis in the IS/MND, in addition to performing a zoning consistency analysis (including applicable ordinances and development regulations). The Land Use and Planning analysis will also include an evaluation of the project's consistency with the current LGVSD Strategic Plan. I did not identify any specific plans or other planning documents applicable to the project area. The scope of work includes a detailed review and analysis of the planning documents listed above. Review of any additional documents not listed would require supplemental budget.
- The public services and utilities analyses will be based on information provided in the *San Rafael General Plan 2040*, the General Plan EIR, and on provider websites. The scope of work does not include contacting relevant public service and utility providers.
- It is assumed that LGVSD can provide accurate information to determine vehicle trip generation, and that the project would not generate a net increase of more than 110 vehicle trips per day. This will allow us to avoid a quantified traffic analysis. If the 110-trip threshold would be exceeded, we would need to bring in a traffic consultant to perform the traffic analysis, which would require supplemental budget.
- The budget includes attendance by Doug Herring at one public hearing on the project but does not include any other meetings. If required, attendance at additional hearings or meetings would be charged on a time-and-materials basis at the hourly rate of \$210.
- The budget includes up to 8 hours to make revisions to the MND in response to administrative comments. If additional time is required for this task, supplemental budget would be required.
- The budget includes production of up to 25 copies (plus 3 administrative draft copies) of the IS/MND for DHA, Inc., LGVSD, the City, State Clearinghouse, and local/regional public agencies. (This number can be adjusted if desired.) DHA will provide electronic copies of the final IS/MND to the DHA, Inc. and LGVSD in Microsoft Word and/or Adobe PDF formats. It is assumed that the LGVSD will perform all distribution of the document, including sending it to the State Clearinghouse.
- The budget assumes preparation of up to 30 graphics and reproduction of up to 10 figures in color. It assumes that project plans will be provided by the applicant

in PDF format. Graphics will be professionally prepared by DHA's graphics subcontractor.

- The scope of work does not include preparation or distribution of required notices, such as Notice of Intent or Notice of Determination. However, these and other tasks can be added to the scope of work for an additional cost.
- The budget does not include time to prepare responses to comments. Although responses to comments are not required for an MND under CEQA, some public agencies elect to prepare them. If desired by the LGVSD, DHA can perform this task for a supplemental budget allocation.
- Any tasks not specifically identified in this scope of work would constitute out-of-scope services that would require supplemental budget to perform.

Budget

The DHA labor cost for this scope of work would be **\$42,000**, based on 200 hours at my hourly rate of \$210. Any supplemental or out-of-scope work would be at my hourly rate of \$210, while work requiring services by subconsultants would be cost plus 10 percent.

Direct expenses will be charged as cost plus a 10-percent administrative fee; they would be no more than \$3,230, inclusive of the administrative fee, but would most likely be well under this amount. Such expenses could include the archival search by NWIC, graphics preparation, document reproduction, overnight delivery service, postage, copying, travel mileage, and other similar expenses. The total labor and expense budget would be **\$45,230**.

Summary

I have budgeted for a scope of work that entails preparing a robust and thorough IS/MND in compliance with CEQA, and I have extensive experience in the preparation of such documents. The robust CEQA documents I and my teams have prepared have avoided legal challenge and, where that wasn't possible, have withstood legal challenge. I am happy to bring that experience to the table for the proposed Operations Control Center project.

Please don't hesitate to phone me if you have any questions about this proposal. I am prepared, as warranted, to revise the proposal to more fully meet your and LGVSD's needs.

Sincerely,



Doug Herring

Fani Hansen

From: Doug Herring <doug@douglasherring.us>
Sent: Saturday, September 25, 2021 11:09 AM
To: Fani Hansen
Cc: Debby Fernandez
Subject: Re: 21 09 24 Need for a reference CEQA proposal for LGVSD project

Hi Fani,

Here are some references for very recent projects:

Andrew Thomas, Planning Director
City of Alameda
(510) 747-6881
<mailto:ATHOMAS@alamedaca.gov>

Carmela Campbell, Community Development Director
City of Union City
(510) 675-5316
<mailto:CarmelaC@unioncity.org>

Derek Farmer, Planning Manager
City of Union City
(510) 675-5419
<mailto:derekf@unioncity.org>

Rachel Reid, Environmental Planning Manager
County of Marin
(415) 473-6863
<mailto:rreid@marincounty.org>

Jonelyn Whales, Senior Planner
City of Richmond
(510) 620-6785
[mailto:Jonelyn Whales@ci.richmond.ca.us](mailto:Jonelyn_Whales@ci.richmond.ca.us)

Lina Velasco, Community Development Director
City of Richmond
(510) 620-6841
[mailto:Lina Velasco@ci.richmond.ca.us](mailto:Lina_Velasco@ci.richmond.ca.us)

Steve Kowalski, Senior Planner
Town of Moraga

Subtronic Corporation

Estimate

5031 Blum Rd, #2
Martinez, CA 94553

Estimate # 35123

Date of Estimate 8/16/2021

BILL TO:

ESTIMATE TO:	P.O. #:	

Danadjieva Hansen Architects Inc. P.O Box 868 Tiburon, CA 94920 (415)794 6401 Attn: Fani Hansen

SURVEYOR	JOB DATE	DAY	TIME	Estimate #	COUNTY	TERMS
JT				35123 - PW Sa...		Credit Card
DESCRIPTION				QTY	COST	TOTAL
Estimates up to \$1,000 require 50% deposit, \$1,000 and over require 25% deposit. Deposit is due when the Estimate is accepted, work will be scheduled when deposit is received. We accept Credit Cards and Cash, check payment are accepted but will require 3 days for processing. Balance due upon completion will be charged to the original card submitted unless prior arrangements are made. PROJECT LOCATION: Operational Control Center - 300 Smith Ranch Road, San Rafael, CA AREA OF SURVEY: The area of survey is defined by information received August 12, 2020 regarding the location of underground utilities at the existing administration building approximately 3,400 sf and 9,500 sf around the building. In addition, we will locate utilities on the undeveloped hill for the new proposed building approximately 9,500 sf.						
Signature & Date					TOTAL	

Subtronic Corporation

Estimate

5031 Blum Rd, #2
Martinez, CA 94553

Estimate # 35123

Date of Estimate 8/16/2021

BILL TO:

Danadjieva Hansen Architects Inc.
P.O Box 868
Tiburon, CA 94920
(415)794 6401
Attn: Fani Hansen

ESTIMATE TO:	P.O. #:	

SURVEYOR	JOB DATE	DAY	TIME	Estimate #	COUNTY	TERMS
JT				35123 - PW Sa...		Credit Card
DESCRIPTION				QTY	COST	TOTAL
<p>SCOPE OF SURVEY: We will endeavor to locate underground utilities in the areas indicated, but for technical reasons cannot guarantee to do so, some short lengths of abandoned utilities may not be located.</p> <p>METHODOLOGY: Location of utilities will be by electromagnetic field induction. Ground Penetrating Radar will also be used.</p> <p>INCLUSIONS: Metallic utilities i.e. electric, telephone, gas and water. Non metallic utilities with tracer wire visible. Sewer and drain lines with minimum 4" cleanout or manhole access will be located by inserting a transmitter.</p>						
Signature & Date					TOTAL	

Subtronic Corporation

Estimate

5031 Blum Rd, #2
Martinez, CA 94553

Estimate # 35123

Date of Estimate 8/16/2021

BILL TO:

Danadjieva Hansen Architects Inc.
P.O Box 868
Tiburon, CA 94920
(415)794 6401
Attn: Fani Hansen

ESTIMATE TO:	P.O. #:	

SURVEYOR	JOB DATE	DAY	TIME	Estimate #	COUNTY	TERMS
JT				35123 - PW Sa...		Credit Card
DESCRIPTION				QTY	COST	TOTAL
<p>ASSUMPTIONS:</p> <ol style="list-style-type: none"> 1. We assume access will be granted to all places requiring admission for the purpose of tracking and identifying the utilities. 2. We assume that any existing utility drawings will be made available. 3. We assume Underground Service Alert will be notified prior to excavation. 4. We assume boring locations or areas of excavation will be marked on site prior to our arrival. 5. Unless noted otherwise we assume this is a prevailing wage project and we are not obligated to a project labor agreement. <p>QUALIFICATIONS: Class A General Engineering Contractor, CA License # 940232 Public Works Registration 1000004188. PLS: Surveying and mapping will be supervised by a Professional Land Surveyor # 7054</p>						
Signature & Date					TOTAL	

Subtronic Corporation

Estimate

5031 Blum Rd, #2
Martinez, CA 94553

Estimate # 35123

Date of Estimate 8/16/2021

BILL TO:

ESTIMATE TO:	P.O. #:	

Danadjieva Hansen Architects Inc.
P.O Box 868
Tiburon, CA 94920
(415)794 6401
Attn: Fani Hansen

SURVEYOR	JOB DATE	DAY	TIME	Estimate #	COUNTY	TERMS
JT				35123 - PW Sa...		Credit Card
DESCRIPTION				QTY	COST	TOTAL
<p>DEPTHS of utilities will be provided where possible. Instrument readings are deemed within 10% accuracy. Critical depths may require potholing (not included in this proposal, but available on request).</p> <p>PRESENTATION: Utilities will be painted on the ground. These marks will be surveyed and plotted onto a drawing, by layers, in AutoCAD format. Unless two site control points and their coordinate values are provided, the utilities will be plotted on an arbitrary coordinate system referencing a minimum of two prominent building corners or other features. This will enable insertion into other drawings by the client. The final drawing will be delivered to the client via the Internet as an attachment to e-mail in AutoCAD and as a .pdf file.</p> <p>COMPENSATION: For work performed as described above including equipment, personnel and travel costs for the sum of: Utility locator, travel & on site hours</p>				32	226.00	7,232.00
Signature & Date					TOTAL	

Subtronic Corporation

Estimate

5031 Blum Rd, #2
Martinez, CA 94553

Estimate # 35123

Date of Estimate 8/16/2021

BILL TO:

Danadjieva Hansen Architects Inc.
P.O Box 868
Tiburon, CA 94920
(415)794 6401
Attn: Fani Hansen

ESTIMATE TO:	P.O. #:	

SURVEYOR	JOB DATE	DAY	TIME	Estimate #	COUNTY	TERMS
JT				35123 - PW Sa...		Credit Card
DESCRIPTION				QTY	COST	TOTAL
Underground utility locating assistant, travel & on site hours				8	226.00	1,808.00
Collect coordinate values of utility locations using total station.				16	246.00	3,936.00
Create drawing (AutoCAD), hourly				16	140.00	2,240.00
<p>PREVAILING WAGE: State & Federal prevailing wage rates apply to all public works contracts as set forth in Labor Code Sections 1720, 1720.2, 1720.3, 1720.4, 771. and DAVIS-BACON ACT Title 40 U.S.C. If the work is performed over a number of years an increase in the quoted fees of 3% per annum will be applied.</p> <p>Wage Determination Classification: Construction Specialist Area 1</p> <p>Wage Determination Classification: Field Surveyor - Chief of Party (1st or Only Man on Survey Crew)</p> <p>This estimate is good for 60 days.</p>						
Signature & Date					TOTAL	

Subtronic Corporation

Estimate

5031 Blum Rd, #2
Martinez, CA 94553

Estimate # 35123

Date of Estimate 8/16/2021

BILL TO:

Danadjieva Hansen Architects Inc.
P.O Box 868
Tiburon, CA 94920
(415)794 6401
Attn: Fani Hansen

ESTIMATE TO:	P.O. #:	

SURVEYOR	JOB DATE	DAY	TIME	Estimate #	COUNTY	TERMS
JT				35123 - PW Sa...		Credit Card
DESCRIPTION				QTY	COST	TOTAL
Insurance Coverage: General Liability: \$1,000,000 per occurrence \$ 2,000,000 aggregate Excess/Umbrella Liability: \$7,000,000 Worker's Comp: \$1,000,000 Employer's Liability Professional Liability: \$2,000,000 per claim \$2,000,000 annl aggr. Automobile:\$1,000,000 Combined Single Limit						
Signature & Date _____				TOTAL		\$15,216.00

This quotation is subject to our Specification and Standard Conditions of Contract.

CA License # 940232

Las Gallinas Valley Sanitary District – Operations Control Center Site Design

FIRM STATEMENT OF QUALIFICATIONS

Firm Profile – Oberkamper and Associates (O&A) is a consulting firm providing a full range of land surveying and civil engineering services. Since its founding in 1961, the firm has served clients throughout the Bay Area as well as elsewhere in California. Clients include public works agencies, residential and commercial developers, lending institutions, construction firms and other design professionals. We have an office staff of nine employees with flexibility via union field survey labor (Operating Engineers, Local 3) to have up to three survey crews working simultaneously.

Civil Engineering services provided by O&A include civil design of public works facilities, hydrologic and hydraulic analysis, civil design of site improvements for residential and commercial development, accessible site design (ADA and AGODA), water and sanitary sewer system design and consultation during construction.

Land Surveying services provided include boundary surveys, topographic surveys and mapping, Caltrans right of way acquisition mapping and right of way record mapping, drone-based aerial topographic mapping and orthophotos, Lidar scanning, tentative maps, subdivision maps, parcel maps, lot splits, GPS survey capability, FEMA elevation certifications and construction staking.

Oberkamper and Associates is a California Corporation.

7200 Redwood Blvd. Suite 308
Novato, CA 94945
Phone: (415) 599-2645
E-mail: jclark@oberkamper.com
Web site: www.oberkamper.com

Principal Profile – James D. Clark, P.E., will be the Principal in Charge for the project. He has 40 years' experience in the design of civil improvements for public works, commercial and residential projects and has served as the engineering manager on numerous site development projects in the north and east Bay Area. He excels as a team player, quickly establishing strong working relationships on project teams; he is creative in developing cost-effective design solutions to fit client's needs and has a track record of referrals from past clients and public agency contacts. Mr. Clark has expertise in a broad range of civil design including roadway design, right of way engineering, commercial and residential site design, storm drainage analysis, and utility coordination and design.

Phone: (415) 599-2645
E-mail: jclark@oberkamper.com

ABOUT ZFA

For over 45 years, ZFA Structural Engineers (ZFA) has been assisting public agencies with civic and public works projects for a wide variety of structures including maintenance, operations, warehouse, and education facilities. With a commitment to excellence, ZFA offers clients innovative, practical design solutions for their projects. ZFA employs over 75 people, with 20 licensed Structural and 21 Professional Engineers with offices located in Santa Rosa, Napa, San Francisco, Silicon Valley, and Sacramento. The firm is a California State certified Small Business Enterprise (SBE).

ZFA has extensive experience in the design of public facilities throughout Marin County and the surrounding areas in the following areas of expertise:

- New construction
- Structural assessments and seismic evaluations
- Experience upgrading historic and other older facilities
- Modernizations
- Site-related structures
- Phasing for occupied facilities
- Design-build and lease-lease back delivery methods

ZFA has earned industry recognition for in-depth knowledge of building code applications. ZFA engineers are privy to code changes prior to their publication, fully understand their intention, and know how to apply them to benefit the project. This enables ZFA engineers to work successfully with design teams, contractors, plan checkers, and building inspectors in order to resolve issues that arise during reviews and construction.

Our straightforward communication with the design team and the ability to identify areas that can simplify structural framing and lower costs without sacrificing programming needs makes ZFA an invaluable part of any team.

STRUCTURAL ENGINEER OF RECORD

KEVIN ZUCCO, SE, LEED AP | EXECUTIVE PRINCIPAL | kevinz@zfa.com

Throughout his 25+ year career in the industry, Kevin has performed structural design and analysis of maintenance and corporation yards, public safety facilities, public and civic structures, and educational facilities. He applies his experience and enthusiasm for the industry to designing build-able and reliable public and essential facility structures with coherent and practical construction documents to meet all architectural design features.

Kevin approaches each project with proactive coordination, engagement in innovation, and high-quality project delivery. This, combined with his long-time experience working with numerous City, County, and other public agencies, benefits clients and ultimately supports the needs of the public. He understands the design-build method; forming trusted working relationships between team members minimizes and resolves project conflicts and delays—setting the project up for success.

AREAS OF EXPERTISE

- Value Engineering & Feasibility Studies
- Essential Service Facilities
- Seismic Evaluation and Retrofit of Existing Structures, including ASCE 41
- Design-Build Project Delivery
- Bridging Documentation
- LEED Certification Standards
- OSHPD Compliance
- FEMA Standards
- DSA Plan Check
- Peer Review and General Plan Check
- Construction Administration
- Constructability Reviews
- Vibration Analysis
- State-of-the-Art Building Information Modeling (BIM) utilizing Revit
- Finite Element Analysis
- Nonlinear Dynamic Analysis
- Nonlinear Static Analysis
- Strategic project management and resource staffing to meet aggressive schedules

BRIEF RELEVANT EXPERIENCE

- Pittsburg Civic Center, Pittsburg
- Village Loch Lomond Mixed-Use Development, San Rafael
- Andy's Market, San Rafael
- Homeward Bound - 190 Mill Street Center, San Rafael
- Wing & Barrel Shooting Club, Novato
- College of Marin, New Academic Center, Kentfield
- Booker T. Anderson Community Center, Richmond
- Calistoga Hills Resort, Calistoga
- Truckee Corporation Yard & Animal Shelter, Truckee
- West County Transit Agency Operations & Maintenance Facility, Santa Rosa
- WETA North Bay Operations & Maintenance Facility Seismic Retrofit, Vallejo

LEFLER ENGINEERING, INC.

1651 SECOND STREET
SAN RAFAEL, CA 94901
(415) 456-4220
(415) 456-1248 (FAX)
www.leflerengineering.com

LEFLER ENGINEERING INC.

Lefler Engineering was established in September 1978. Lefler Engineering Inc. is a mechanical engineering consulting firm that provides Heating, Ventilating, Air Conditioning, Plumbing, and Fire Protection design services for many different types of buildings. Our office designs jobs ranging from 1000 square feet up to 600,000 square feet. Annually our office designs approximately 10 million dollars worth of construction. Our corporation employs two (2) licensed and three (3) degreed mechanical engineers, one (1) designer/drafter, and two (2) drafters. Currently Lefler Engineering, Inc. is licensed to do work in California, Hawaii, Oregon, Washington, Michigan, Texas, and Arizona.

Lefler Engineering, Inc. is committed to providing quality services for reasonable consulting fees. Our office always places a major emphasis on meeting job deadlines. The philosophy of our company is to design mechanical systems which are energy efficient, long lasting, and also cost effective from an initial cost standpoint. All jobs done by our office have direct and continuous participation by at least one principal.

Lefler Engineering, Inc. is located in San Rafael, however, most of the work done by our firm is in areas outside of Marin County. Our office is regularly engaged in projects in the San Francisco area, the Silicon Valley, the San Jose area, the east bay region, Sonoma County, Marin County, as well as areas outside of California. Our office also has clients located in each of the geographic areas mentioned hereinbefore. Due to these facts, members of our firm are in most areas of the bay area on a regular basis. Visiting clients or job sites in all parts of the bay area does not create a problem or an inconvenience for our office.

Lefler Engineering, Inc. has a great deal of experience in designing office spaces, computer rooms, hospitals, child care/teen centers, laboratory rooms, banks, restaurants, commercial kitchens, retail spaces, prisons, schools, telephone equipment buildings, vehicle maintenance facilities, and wineries. A brief listing of some of the clients with whom these types of jobs are done is included. A more specific list of job references is available upon request.

Other areas of expertise for Lefler Engineering, Inc. include the design of "green" building mechanical systems and compliance with the LEED system guidelines, building energy studies and reports, building surveys, design-build specifications and construction review, investigative work and reports, and expert testimony. Our office can also provide complete mechanical and electrical services as a joint venture with one of many electrical engineering companies with which our office regularly works.

Michael Lefler (Principal) has experience dating back to 1980 including two (2) years with General Motors in Los Angeles prior to joining Lefler Engineering, Inc. He holds a Bachelor of Science Degree in mechanical engineering from the University of California, Berkeley, since 1980. Michael has been a licensed Professional Engineer in the State of California since 1983 (ME-22208).

He has been LEED accredited and has a thorough understanding of the energy conservation, water conservation, air quality, water quality, system flexibility, and sustainability issues that contribute to a LEED certified building. LEED compliant design approaches have been incorporated into our design work for years. Projects where LEED certification was a part of the design process included a child care center in Menlo Park, various fire stations, and a county office building in Petaluma. Several other projects included "green" design but did not involve formal LEED certification.

Trevor Lefler (Senior Engineer) has mechanical engineering experience dating back to 2010 including one and a half years working for an HVAC representative. In his time there he visited a number of factories and was factory trained in dehumidification systems, fan selection, heat rejection systems, and variable frequency drive technology at factories such as Munters, Climatemaster, Loren Cook Fans, Baltimore Aircoil (BAC) and ABB. He graduated in 2011 from Santa Clara University with a Bachelor of Science Degree in mechanical engineering. Trevor has been a licensed Professional Engineer in the State of California (M-37725) since 2015 and has experience with a number of HVAC and plumbing design types. Trevor is also licensed in Nevada (M-26330).

Bruce Allen (Senior Engineer) has mechanical engineering experience dating back to 1988 including two years as the project mechanical engineer for a consulting firm in San Jose, California. He graduated in 1989 with a Bachelor of Science Degree in Mechanical Engineering from San Jose State University. Bruce is a licensed Professional Engineer in the State of California (M-33876).

Mahdi Majidi has mechanical engineering experience dating back to 2002. Mahdi joined Lefler Engineering, Inc. in August, 2017. He holds a Bachelor of Science Degree in mechanical engineering from Azad University in Iran, since 2002. Mahdi was a Professional Engineer in Australia for 7 years before moving to the United States.

Brett Hecker is a Junior Engineer at Lefler Engineering, Inc. He joined the firm in November 2019. He holds a Bachelor of Science degree in mechanical engineering from University of California, Davis, since 2019. Primary responsibilities include design of mechanical, plumbing, and fire protection projects, and company website and technical maintenance.

REFERENCE LIST

ARCHITECTS:

1. Shaw Kawasaki
Oakland, CA
Mr. Alan Kawasaki
(510) 663-6090
2. BSA Architects
San Francisco, CA
Mr. David Ross
(415) 281-4720
3. Chris Lamén and Associates
San Rafael, CA
Mr. Chris Lamén
(415) 456-2348
4. Field-Paoli Architects
San Francisco, CA
Mr. Raul Anziani
(415) 788-6606
5. Interactive Resources, Inc.
Point Richmond, CA
Mr. Tom Butt
(510) 236-7435
6. Ross Drulis Cusenbery
Sonoma, CA
Mr. Chuck Drulis
(707) 996-8448
7. Spencer Associates
Palo Alto, CA
Mr. Steve Bowers
(650) 965-7000

OWNERS:

1. City of San Rafael
San Rafael, CA
Mr. Richard Landis
(415) 485-3354
2. County of Sonoma
Santa Rosa, CA
Mr. Mark Debacker
(707) 565-3200
3. Guide Dogs for the Blind
San Rafael, CA
Mr. Mike Fryer
(415) 499-4000

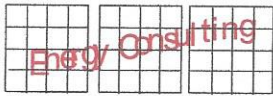
VENDORS

1. Norman Wright Equipment
San Francisco, CA
Mr. Mike Rubio
(415) 467-7600
2. Pacific Coast Trane
Petaluma, CA
Mr. Adrian Giovenco
(415) 418-0197

PROJECTS

1. **Daly City Wastewater Treatment Facility (Daly City, CA):** The project includes the redesign of the HVAC systems for the administration wing and the lab wing. The reference for this project is **Joshua Cosgrove**, City of Daly City, Dept. of Water/Wastewater Resources, jcosgrove@dalycity.org, (650) 991-8206
2. **Las Gallinas Wastewater Treatment Facility (San Rafael, CA):** The project included remodeling of the upper level employee break room and remodeling a small area of the Administration building. The reference for this project is David Thomas, Las Gallinas Sanitary District.
3. **San Rafael Corporation Yard (San Rafael, CA):** The project included a two story office building, a vehicle maintenance facility, several shop areas, and shower and locker rooms. The total project was about 30,000 square feet. The mechanical systems included a cooling tower, a boiler, and water source heat pump systems. New plumbing and fire protection systems were also designed.
4. **Rohnert Park Civic Center Office Complex (Rohnert Park, CA):** The project included a fire station, a police station, a court room, and a small jail in addition to several floors of office space. The total project was 80,000 square feet. The mechanical systems included an air cooled chiller, a boiler, built up fan systems and a variable air volume distribution. New plumbing and fire protection systems were also designed.
5. **Pacific Gas and Electric (Richmond, CA):** The total project was 50,000 square feet including an office building with a cafeteria and kitchen, a shop building with a large locker and shower facility, and a vehicle maintenance building with hoists, centralized grease, oil, air, and water delivery systems, underground tanks, a fuel island, and a vehicle wash area. The office building had a variable air volume air conditioning system with hot water heat. The shop building had a heating and ventilating system and had many specialty exhaust systems. The vehicle maintenance building had a heating and ventilating system and a carbon monoxide exhaust system. The fueling facility included double contained tanks and piping and full monitoring systems. All buildings had fire sprinkler systems.

SOLDATA



2227 Capricorn Way, Suite 202
Santa Rosa, CA 95407
(707) 545-4440

www.soldata.com

RELEVANT EXPERIENCE

NVUSD Roof and HVAC Replacement *
Various
Napa, CA

Irene Snow Elementary School *
Napa Valley, CA

Montgomery High School *
Santa Rosa, CA

SRJC Elliott Avenue *
Santa Rosa, CA

Wright Elementary School District *
Santa Rosa, CA

SRJC Burbank Theater Modernization *
Santa Rosa, CA

Terrace Middle School Learning Center Complex *
Lakeport, CA

Olivet Charter School Alterations: Admin & Staff Room *
Santa Rosa, CA

Twin Creeks Elementary School Alterations
San Ramon, CA

Patterson High School Theater Building
Patterson, CA

Las Lomas High School Science Classroom Building
Walnut Creek, CA

*Projects with TLCD Architecture

CALIFORNIA ENERGY AND CALGREEN COMPLIANCE CONSULTING

SOLDATA ENERGY CONSULTING, INC.

SOLDATA is an energy and sustainable building consulting firm, founded in Santa Rosa in 1980. SOLDATA works directly with designers and owners who wish to optimize the energy performance and sustainability of their buildings. SOLDATA's consultants offer their clients cost-effective solutions to meet and exceed California and local energy conservation and green building requirements. SOLDATA has prepared energy studies and code compliance analysis and documentation for more than 30,000 projects.

SOLDATA consists of six professional energy analysts who are certified by the California Association of Building Energy Consultants (CABEC) for both residential and non-residential energy code compliance. Certifications also include Build It Green, LEED, HERS, and BPI, and they are authorized as special inspectors for the CALGreen state green building code.

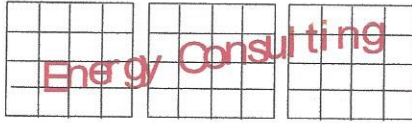
SARAH PERNULA

PRINCIPAL / CEA

Sarah, senior energy consultant and project manager, has been principal energy analyst for numerous residential, non-residential school, and institutional building projects, both new construction and retrofit, in a career spanning over 30 years. As energy consultant, Sarah works with architects, engineers and builders, providing detailed computer simulated energy analysis of buildings. In addition to offering feedback and advice to improve energy efficiency and comfort, she prepares comprehensive compliance reports for building department approval. Sarah has been with SOLDATA since 1986, and managed technical review of the PG&E California Advanced Homes and New Solar Homes programs and the preceding Energy Star Homes program for SOLDATA from 1993 until 2014.

Sarah has been a CABEC Certified Energy Analyst for both residential and nonresidential buildings since 1990. She has held the Certified Energy Manager (CEM) qualification from the Association of Energy Engineers, and has been a LEED AP, a Certified Green Building Professional, a Certified Green Building Rater and an ICC Certified CALGreen Plans Examiner and Inspector. She received a B.A. degree from Sonoma State University.

SOLDATA



incorporated

2227 Capricorn Way, Suite 202
Santa Rosa, CA 95407
707 • 545-4440 • fax 545-4447
e-mail: info@soldata.com
www.soldata.com

Statement of Qualifications

Sarah Pernula, senior energy consultant, is a Certified Energy Analyst (CEA) for both residential and nonresidential buildings from the California Association of Building Energy Consultants (CABEC). Sarah has been the principal energy analyst for numerous residential and nonresidential projects including office building projects, both new construction and retrofit. As an energy consultant, Sarah works with architects, engineers and builders, providing detailed computer simulated energy analysis of buildings to meet California's strong energy requirements. In addition to offering feedback and advice to improve energy efficiency and comfort, she prepares the comprehensive compliance reports for building department approval. Sarah has been with SOLDATA since 1986. She received a B.A. degree from Sonoma State University.

Relevant Experience

- Ramey Cellars Office Expansion, Healdsburg CA
- Lake County Tribal Health TI, Lakeport CA
- Russian River Resiliency Center, Guerneville CA
- Clark Road Office Building, Paradise CA
- Adams Street Building, Napa CA
- Fountaingrove Athletic Club, Santa Rosa CA
- Advanced Analytical Labs, Santa Rosa CA
- Northern Standard Building, Santa Rosa CA
- Exchange Bank, Sebastopol CA
- Signorello Estate Winery, Napa CA
- Adobe Road Winery, Petaluma CA
- Bergman Family Vineyards Winery, St. Helena CA

ArcSine Engineering
Supervisory Control and Data Acquisition (SCADA)
Statement of Qualifications

For over 40 years, **ArcSine Engineering** has provided engineering and field services to municipal and public-sector clients throughout the West. Our specialties include Supervisory Control and Data Acquisition (SCADA), instrumentation/controls, power distribution, standby power, information technology, maintenance management, data management and reporting, lighting, mechanical systems, plumbing, HVAC, and peripheral systems. Headquartered in Redding, California, with an office in Medford, Oregon, **ArcSine** employs a staff of 25, 4 of whom are registered professional engineers in electrical, control systems, and mechanical engineering.

ArcSine is a licensed California C-10 Electrical Contractor, and our practical field experience differentiates us from typical engineering consultants in that we are in tune with what documents and information are necessary to bid and construct projects. Furthermore, **ArcSine** is uniquely qualified to provide troubleshooting and fieldwork.

SCADA/Controls/Programming: **ArcSine** is a regional Supervisory Control and Data Acquisition (SCADA) and controls expert. Our SCADA resume includes planning, design, and construction of systems from a few sites to hundreds of sites and includes work on some of the region's largest SCADA systems. **ArcSine's** expertise includes all aspects of process monitoring and control, hardwired and programmed systems, networking and protocols, computing infrastructure and IT, communications, security, alarm notification, computerized maintenance management, and every aspect of commercially available products and architecture. Our practice includes everything from criteria setting through operating and maintaining control systems. As such, we understand what works and the tradeoffs, and our designs depict architectures which meet project criteria and ultimately succeed in implementation.

For communications, **ArcSine's** experience includes successful design/integration of combinations of radio (licensed, fixed-frequency and unlicensed, spread-spectrum), cellular (including advanced use of 5G networks), satellite, leased telephone, and hardwired (copper and fiber) technologies. Furthermore, **ArcSine** has taken the understanding and study of radiotelemetry to a new level, by undertaking structured studies of theoretical models, parameters and assumptions, atmospheric variation, factory simulations, and field testing to verify performance. **ArcSine** offers an unmatched understanding of not only the underlying technical issues, but also how these issues map into actual performance in the field.

ArcSine Project Staffing

Douglas C. McHaney, P.E. – Principal: Doug is a SCADA, control systems, and electrical specialist with over 30 years of experience, including significant technical and management roles for improvements to over 500 municipal facilities. He has special skills in the area of SCADA system integration and project management, using methods that ensure project criteria are met. Doug will serve as reviewer and Engineer of record.

Brian Reid – Project Manager: Brian has over 20 years of experience planning and designing municipal SCADA systems, instrumentation, controls, and telemetry. SCADA experience includes planning, design, and fieldwork for over 10 municipal SCADA systems and over 100 municipal pumping stations and treatment plants. Brian has developed several hundred P&ID's and SCADA block diagrams, and has authored numerous technical memoranda and planning documents relating to SCADA. Brian will be ArcSine's primary contact and project manager.



O'MAHONY & MYER

ELECTRICAL ENGINEERING & LIGHTING DESIGN

San Rafael, California
Pacific Harbour, Fiji

Brian O'Mahony
Jan P. Myer
Paul Carey
Pieter Colenbrander
Galway O'Mahony
David Orgish

Firm Profile —

O'Mahony & Myer is a consulting engineering firm specializing in civic, educational, industrial, institutional, and commercial electrical engineering and lighting design. Founded in 1979, O'Mahony & Myer provides full service electrical engineering and lighting design services to architects, engineers, interior designers and building owners.

Since our founding we have designed the electric lighting, power and signal systems for numerous municipal and county corporation yards, maintenance facilities and materials handling, industrial, recycling, and processing facilities. Our experience runs the full gamut of design and construction, from renovation and modernization scope to new construction.

Relevant Experience —

- Sonoma County Water Agency Operations Center, Sonoma, CA
- Department of Water Resources Budget Package, Sacramento, CA
- Delta Diablo Water Treatment PV System, Pittsburg, CA
- Chinquapin Water System - Yosemite, CA



Pieter Colenbrander, P.E., LEED AP

Principal, Electrical Engineering

YEARS, CAREER: 36 YEARS WITH CURRENT FIRM: 30

Pieter Colenbrander is a licensed professional engineer. Pieter has served as electrical principal-in-charge and project manager for hundreds of commercial construction projects, both new construction and modernizations, as well as building assessments and master planning efforts. On the proposed contract, Pieter would serve as the electrical principal-in-charge and would be responsible for the electrical engineering and specifications for the power services and distribution systems, lighting systems and lighting controls and ensuring compliance with California Title 24 lighting requirements and regulations. In addition, Pieter is well versed in solar PV system design, and as a LEED accredited professional is very familiar with sustainable design standards.

EDUCATION:

Bachelor of Science in Electrical Engineering, California Polytechnic State University, San Luis Obispo, CA

PROFESSIONAL REGISTRATIONS & ASSOCIATIONS:

Registered Professional Engineer in States of California, # E14738 (1995) LEED Accredited Professional

Member, National Fire Protection Association (NFPA)

David Orgish, MIES, LEED AP

Principal, Lighting Design Studio

YEARS, CAREER: 30 YEARS WITH CURRENT FIRM: 23

David Orgish is an award-winning lighting designer. He has designed the lighting for numerous projects. On this project, he will be responsible for the lighting design and specifications for the project's interior and exterior lighting systems and luminaires, developing lighting control strategies, and will work closely with the project electrical engineer to ensure compliance with Title 24 energy and lighting requirements. In addition, David is a LEED accredited professional and is well versed in sustainable design standards.

EDUCATION:

Bachelor of Fine Arts in Industrial Design, California College of the Arts, San Francisco

PROFESSIONAL ASSOCIATIONS & ACTIVITIES:

LEED Accredited Professional

Member, Illuminating Engineering Society of North America (IESNA)

Lecturer, P.G. & E. Energy Center, San Francisco



O'MAHONY & MYER
ELECTRICAL ENGINEERING & LIGHTING DESIGN

San Rafael, California
Pacific Harbour, Fiji

Brian O'Mahony
Jan P. Myer
Paul Carey
Pieter Colenbrander
Galway O'Mahony
David Orgish

Main Office:
4340 Redwood Hwy.
Suite 245
San Rafael, CA 94903

REFERENCES:

Tenaya Dale, Counterpoint Construction Services, Vice President
Telephone: (707) 824-8440 | e-mail: tdale@counterpointcs.com

Jennie Bruneman, West Sonoma County Union High School District, Facilities Director
Telephone: (707) 824-6402 | e-mail: jbruneman.do@wscuhd.k12.ca.us

Paul Melloni, Liberty Union High School District, Facilities Director
Telephone: (925) 584-4654 | e-mail: mellonip@luhsd.net

Tom Armstrong, Foothill-DeAnza Community College District, Director Capital Construction
Telephone: (408) 864-8289 | e-mail: armstrongtom@fhda.edu

Chris Roy
Director of Creative Design

HIGHLIGHTS OF QUALIFICATIONS

Working exclusively as a Water Designer since 2005, Chris/ background in the entertainment industry and architecture have a symbiotic relationship to creating designs that tell a story, highlight the essence of a place, and enhance space and environment.

EXPERIENCE

- 2017 – Present Outside the Lines, Inc.
Director of Creative Design
- Manage and oversee all aspects of water feature and themed design. Coordinate with Architects and Landscape Architects; present concepts to decision-makers. Oversee drawing production and aesthetic fountain show programming.
- 2005 – 2017 Senior Water Feature Designer
WESCO Fountains, Inc.
Resort Waterscapes
Fluidity Design Consultants
- Directed projects through all phases of design and construction, with roles as designer as well as construction manager. Wide range of project types and scales, international and domestic.
- 2003 – 2005 Production Designer
- Worked as a production designer in the film industry on numerous projects, both in production offices as well as onset. Also worked as set decorator, creating environments.

PROJECT REFERENCES

Texas Live! / The Loop at Johnson Creek The Cordish Companies Arlington, TX \$2,700,000	Smithsonian NMAAHC Clark/Smoot/Russell JV Washington, DC \$1,850,000	Myriad Gardens City of Oklahoma City Oklahoma City, OK \$4,500,000
Jordan Downs Primestor Los Angeles, CA \$350,000	Museum of the Bible Clark Construction Washington, DC \$845,000	CityCenterDC Clark Construction/Hines Washington, DC \$2,000,000
Renaissance at Colony Park, Phase II Mattiace Ridgeland, MS \$2,000,000	Waterfront Park – The Wharf Landscape Architecture Bureau Washington, DC \$1,500,000	H2O Suites Waterwall & Courtyard Meisel & Cohen Key West, FL \$500,000
Camana Bay Dart Realty Grand Cayman, Cayman Islands \$3,250,000	Dubai Festival City Al Futtaim Group Dubai, UAE \$10,000,000	

Bayside Garden/Donlan Landscape
P.O. Box 4279
San Rafael, CA 94913 US
415-435-0041
help@baysidenursery.com

ADDRESS

Hansen Architects
Las Gallinas sanitation
300 Smith Ranch rd.
San Rafael, Ca. 94903

Estimate

DATE 09/21/2021

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Landscape design services for the Las Gallinas Sanitation district. property on Smith Ranch Rd. San Rafael			
09/21/2021	Design and Consultation services for the new sanitation building grounds as described in the walkthrough and as seen in sketched displayed during the walkthrough. We will provide consultation and plant and landscape infrastructure advice and material choices. These suggestions can then be added to the digital copy of the plans by Hansen architects. Our work will be primarily be done by hand on 24"x36"plan sheets.	200	150.00	30,000.00

I have contacted an agreeable irrigation designer that can complete working drawings of the irrigation system. He will use the digital file provided of the planting and work with my direction of site knowledge and conditions to provide a design that can be sent out for bid.

TOTAL \$30,000.00

Accepted By

Accepted Date

**** *Page Left Intentionally Blank* ****



Agenda Summary Report

To: Mike Prinz, General Manager *MP*
From: Dale McDonald, Administrative Services Manager *DM*
 (415) 526-1519 dmcDonald@lgvsd.org
Meeting Date: October 21, 2021
Re: Civil Engineering Technician Job Description and Compensation
Item Type: Consent _____ Action X Information _____ Other _____
Standard Contract: Yes _____ No _____ (See attached) Not Applicable X .

STAFF RECOMMENDATION

Board to approve the job description and set the compensation salary schedule for the Civil Engineering Technician position as recommended by management.

BACKGROUND

To address a range of District needs associated with business risk, approved strategic initiatives, staff morale, and workload distribution the Board approved creating the position of Civil Engineering Technician during the FY 2021-22 budget process among other position approvals. The Board approved funding for this Full-Time Equivalent (FTE) position on June 17, 2021.

Koff & Associates was asked to develop a new classification description for the Civil Engineering Technician position and form a recommendation on compensation for this position. A copy of their report dated September 30, 2021, is attached which describes the study goals, classification and compensation study methodology, details on the Civil Engineering Technician position, and compensation study findings.

The recommendation from Koff & Associates is to set the Civil Engineering Technician classification to a salary range in alignment with the District's Skilled Maintenance Worker II position. The median total salary described in Attachment B of the report shows a top monthly salary range (Step 5) between \$7,930 and \$8,624. The data collected used to form the recommendation is from March 2021 and earlier. Taking into consideration the equity adjustment and general wage increase applied to the Skilled Maintenance Worker II position on July 1, 2021, management recommends setting the salary schedule for the Civil Engineering Technician classification per below:

Represented Classifications	Monthly Salary				
	Step 1	Step 2	Step 3	Step 4	Step 5
Civil Engineering Technician	7,182	7,541	7,918	8,314	8,730

The new position would be a represented employee and receive the benefits outlined in the Memorandum of Understanding between the District and Operating Engineers Local 3.



Creation of the position and development of the job description was a result of a needs analysis performed as part of Strategic Initiative Four. Conducting the organizational review helped staff understand the changing needs of the District and led to the Civil Engineering Technician position being created to help the Engineering department.

PREVIOUS BOARD ACTION

On June 17, 2021 the Board approved funding for the new positions including the Civil Engineering Technician in the FY 2021-22 budget.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

The total yearly maximum salary cost would be \$104,760. The adopted budget included \$112,846 for this position. The proposed salary schedule is within budget and the costs for this position are in the current 2021-22 budget.



To: Dale McDonald, Administrative Services Manager, Las Gallinas Valley Sanitary District
From: Alyssa Thompson, Senior Project Manager, Koff & Associates a Gallagher Company
Date: September 30, 2021
Re: Civil Engineering Technician

In June 2021, Las Gallinas Valley Sanitary District (“LGVSD”) contracted with Koff & Associates (K&A) to conduct a classification and compensation study for a new classification of Civil Engineering Technician.

Study Goals

The goals and objectives of the study were to:

- Develop a description that:
 - Recognizes the scope and level of responsibility of the classification;
 - Provides a basis for future recruitment, assessment, and selection for the classification; and
 - Provides a basis for establishing a compensation level that is commensurate with the nature of the work performed;
- Provide sufficient documentation to allow LGVSD to integrate the studied classification with their overall classification and compensation plan;
- Assist LGVSD in developing competitive pay based on market data and internal alignment principles;
- Ensure that the salary recommendation is fiscally responsible and meets the needs of LGVSD with regards to recruitment and retention of qualified staff; and
- Develop a memorandum that documents the classification and compensation study methodology, findings, and recommendations.

Classification and Compensation Study Methodology

The following provides an overview of the classification and compensation study methodology.

A. Stakeholder Meetings

- Meetings were conducted with the General Manager, Administrative Services Manager, District Engineer, and Associate Engineer to understand:
 - The purpose and typical responsibilities of the classification;
 - Minimum qualifications required to perform the work;
 - How the work of the classification fits within the overall work of the department and LGVSD; and



- The current and future needs of the District related to the classification.
- B. Draft Class Description Development
 - A class description was developed for a new classification.
 - Compliance with Fair Labor Standards Act (FLSA) and Americans with Disability Act (ADA) requirements was reviewed and updated.
- C. Class Description Review and Update
 - A draft copy of the new classification description was submitted to LGVSD to provide comments and concerns regarding any modifications and to ensure that no factual information was overlooked.
- D. Compensation Data Collection and Salary Range Recommendation
 - The same seven comparator agencies that were used in the 2020 Total Compensation Study were included in this study.
 - Base salary data was collected and analyzed. The market average and median salaries were calculated and reported.
 - Based on the market data collected (external equity) and LGVSD's current compensation structure (internal equity), a recommendation to place the Civil Engineering Technician into an appropriate salary range was developed.
- E. Presentation of Recommendations
 - The classification and compensation study for the new Civil Engineering Technician was presented to the General Manager, Administrative Services, and Board of Directors.

Civil Engineering Technician

The Civil Engineering Technician is a new classification; and the definition, typical duties, education and experience requirements, and classification characteristics related to supervision received and independence of action are presented below. The classification description was developed based on information gathered from the General Manager, Administrative Services Manager, District Engineer, and Associate Engineer, as well as review of similar classifications at other local government agencies. The full Civil Engineering Technician classification description is included as Attachment A.

Definition

Under general supervision, performs technical engineering-related work in support of District activities; prepares sewer lateral inspection reports; and performs related work as required



Typical Duties

The following are a representative sample of the duties and responsibilities performed by the Engineering Technician.

- Assists with implementation of the sewer lateral inspection program by reviewing inspection videos and drafting letters and reports of inspection findings for management review and approval.
- Researches District as-built drawings and as-built drawings from other agencies to identify potential conflicts and assist in accurately locating utilities, easements, and property lines.
- Performs field investigations at project sites and surrounding areas to verify locations of existing utilities and infrastructure; takes measurements, field samples, and photos and documents findings.
- Uploads bid documents to the District's website; receives bid inquiries and provides factual information regarding the project and bid process and results.
- Prepares draft contract agreements; requests, reviews, and ensures receipt of proper certificates of insurance and compliance documentation; compiles, organizes, and maintains documents.
- Reviews invoices and processes progress payments.
- Uses District Ordinance and fee schedules to calculate connection and other related fees for developers' projects.
- Performs basic drafting duties in connection with sewer lines, laterals, and other projects using AutoCAD or related software.

Education and Experience

Equivalent to completion of twelfth (12th) grade with supplemental coursework in civil engineering, mechanical drawing, algebra, geometry, or trigonometry and three (3) years of technical experience in drafting, surveying, inspections, or a related field.

Supervision Received and Independence of Action

The incumbent in the classification is expected to work independently and exercise judgment, discretion, and initiative within established guidelines. This classification receives only occasional instruction or assistance as new or unusual situations arise and is fully aware of the operating procedures and policies of the work unit.



Compensation Study Findings

K&A believes that the data collection step is the most critical for maintaining the overall credibility of any study. We relied on the revised Civil Engineering Technician classification description as the foundation for the market comparison.

Data was collected during the month of September 2021, through websites, conversations with human resources, accounting, and/or finance personnel at each comparator agency, and careful review of agency documentation such as classification descriptions, memoranda of understanding, organization charts, and other documents.

Comparator Agencies

There are seven agencies included in the compensation study:

1. Central Marin Sanitation Agency
2. Novato Sanitary District
3. Ross Valley Sanitary District
4. Sausalito-Marín City Sanitary District
5. Sanitation District No. 5 Marin County
6. Sewerage Agency of Southern Marin
7. West County Wastewater District

In addition, LGVSD recently participated in the 2021 California Association of Sanitation Agencies (CASA) Salary Survey and provided the results as supplemental resource for market data.

Data Collection & Matching Methodology

When K&A researches and collects data from the comparator agencies to identify possible matches for the Civil Engineering Technician, there is an assumption that we will not be able to find comparable matches that are 100% equivalent to this classification. Therefore, we do not match based upon job titles, which can often be misleading; rather we analyze class descriptions before we consider it as a comparable match.

Our methodology is to analyze each class description and the whole position by evaluating factors such as:

- Definition and typical job functions;
- Distinguishing characteristics;
- Level within a class series (i.e. entry, experienced, journey, specialist, lead, etc.);
- Reporting relationship structure (for example, manages through lower-level staff);
- Education and experience requirements;
- Knowledge, abilities, and skills required to perform the work;



- The scope and complexity of the work;
- Independence of action/responsibility;
- The authority delegated to make decisions and take action;
- The responsibility for the work of others, program administration, and for budget dollars;
- Problem solving/ingenuity;
- Contacts with others (both inside and outside of the organization);
- Consequences of action and decisions; and
- Working conditions.

We require that a classification's "likeness" be at approximately 70% of the matched classification to be included.

Market Results

The top monthly (base) salary data compares the top of the salary range and/or control point salaries for the recommended comparable classification at each survey agency. In addition to salary data, we also reported the effective date of the salary and if known, the next scheduled salary adjustment (date and % increase).

The average (mean) and median (midpoint) of the comparator agencies are reported. The mean is the sum of the survey agencies' salaries divided by the number of matches. The median is the midpoint of all data with 50% of data points below and 50% of data points above.

In order to calculate the mean and median, K&A requires that there be a minimum of four comparator agencies with matching classifications to the benchmark classification. The reason for requiring a minimum of four matches is so that no one classification has undue influence on the calculations. However, since the labor market only included seven comparator agencies, K&A reported the market calculations if there were at least three comparator agencies with a matching classification.

K&A found two agencies with a comparable classification to the Civil Engineering Technician; and supplemented this market data with the results from the 2021 CASA Salary Survey. The market data is presented in Attachment B.

When using survey data to make salary range recommendations and adjustments, K&A recommends using the median, rather than the mean because the median is not skewed by extremely high or low salary values (unlike the mean).

The table below represents a summary of the market top monthly (base) salary results.

Table 1. Summary of Market Compensation Results

Classification	Number of Matches	Market Average	Market Median
Civil Engineering Technician	3	\$8,257	\$8,216

Internal Alignment

Internal alignment between classifications is a fundamental factor to be considered when making salary decisions. It is important to analyze market data and internal relationships within class series as well as across the organization and make adjustments to salary range placements as necessary based on the needs of the organization.

Salary Range Recommendation

The proposed salary range is based on LGVSD’s pay philosophy, market results, internal alignment/equity considerations, and how great the competition is with other agencies over recruitment and retention of a highly-qualified workforce.

The recommendation is to place the Civil Engineering Technician to a salary range in alignment with the Skilled Maintenance Worker II. This recommendation is based on the market results in that the current salary range of the Skilled Maintenance Worker II with a Step 5 salary of \$8,116.26 per month (effective as of July 1, 2020) is closest to the market median results for the Civil Engineering Technician.

In addition, when looking at both classifications in comparison to one another, both classifications are comparable in terms of being expected to work independently and exercise judgment and initiative; and receiving only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

Finally, both classifications require comparable levels of qualifications in terms of formal education/training and experience. Specifically:

- Civil Engineering Technician requires equivalent to completion of twelfth (12th) grade with supplemental coursework in civil engineering, mechanical drawing, algebra, geometry, or trigonometry and three (3) years of technical experience in drafting, surveying, inspections, or a related field; and by comparison,
- Skilled Maintenance Worker requires equivalent to completion of the twelfth (12th) grade; four (4) years of progressively responsible experience in the maintenance and repair of electrical, electronic, mechanical equipment, instrumentation, and communication systems such as those found in a wastewater treatment plant; and



possession of a California Water Environment Association Grade I Electrical Instrumentation Technician Certificate or a Grade I Mechanical Technologist Certificate is required.

Conclusion

We wish to reiterate that this report and our findings are meant to be a tool for LGVSD to create and implement an equitable compensation plan. Compensation strategies are designed to attract and retain excellent staff. However, financial realities and LGVSD's expectations may also come into play when determining appropriate compensation philosophies and strategies. The collected data represents a market survey that will give LGVSD an instrument to make compensation decisions.

We want to thank Las Gallinas Valley Sanitary District for your time and cooperation in bringing this study to a successful conclusion. It has been a pleasure working with LGVSD on this critical project. Please do not hesitate to contact us if we can provide any additional information or clarification regarding this report.



Koff & Associates
A Gallagher Company

Attachment A



Koff & Associates
A Gallagher Company

Attachment B

CIVIL ENGINEERING TECHNICIAN

DEFINITION

Under general supervision, performs technical engineering-related work in support of District activities; prepares sewer lateral inspection reports; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management personnel. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This classification is responsible for performing the full range of paraprofessional engineering office and field work. Incumbents are expected to work independently and exercise judgment, discretion, and initiative within established guidelines. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

EXAMPLES OF TYPICAL FUNCTIONS (Illustrative Only)

The following functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

- Assists with implementation of the sewer lateral inspection program by reviewing inspection videos and drafting letters and reports of inspection findings for management review and approval.
- Researches District as-built drawings and as-built drawings from other agencies to identify potential conflicts and assist in accurately locating utilities, easements, and property lines.
- Performs field investigations at project sites and surrounding areas to verify locations of existing utilities and infrastructure; takes measurements, field samples, and photos and documents findings.
- Uploads bid documents to the District's website; receives bid inquiries and provides factual information regarding the project and bid process and results.
- Prepares draft contract agreements; requests, reviews, and ensures receipt of proper certificates of insurance and compliance documentation; compiles, organizes, and maintains documents.
- Reviews invoices and processes progress payments.
- Uses District Ordinance and fee schedules to calculate connection and other related fees for developers' projects.

- Performs basic drafting duties in connection with sewer lines, laterals, and other projects using AutoCAD or related software.
- Prepares a variety of written correspondence, reports, grant applications, and other written materials.
- Organizes and maintains databases and files, including plans, studies, inspections, surveys, maps, and other data related to engineering projects.
- Investigates field problems affecting property owners, contractors, and maintenance and operations staff; resolves problems, coordinates field work or refers to other District staff and management as appropriate.
- Receives and responds to requests from other public agencies, developers, contractors, private engineers, title companies, and others.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Basic engineering principles, practices, and standards including engineering drafting, surveying, and construction inspection.
- Basic equipment, materials, and methods used in the construction and maintenance of wastewater treatment, collection system, and recycled water facilities.
- Operational characteristics of surveying equipment and AutoCAD applications.
- Principles of mathematics and its application to engineering work.
- Applicable federal, state, and local laws, regulatory codes, ordinances, policies, and procedures relevant to assigned area of responsibility.
- Occupational hazards and safety principles, practices, and procedures including the use of protective protection equipment as needed.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination including computers and software programs relevant to work performed.

Ability to:

- Apply basic engineering principles, practices, concepts, and standards to engineering problems.
- Review and interpret a variety of plans, specifications, maps, graphs, cost estimates, and technical engineering reports.
- Use drafting and field surveying equipment, instruments, and tools.
- Make accurate engineering mathematical and statistical computations.
- Safely and effectively use and operate a vehicle and tools and equipment required for the work.

- Learn and understand the organization and operation of the District and of outside agencies as necessary to assume assigned responsibilities.
- Interpret, apply, explain, and ensure compliance with applicable federal, state, and local policies, procedures, laws, and regulations, and District engineering policies and procedures.
- Prepare clear and concise reports and other written materials.
- Maintain accurate files and records.
- Organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and software programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Understand and adhere to established District standards, policies, and procedures.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to completion of twelfth (12th) grade with supplemental coursework in civil engineering, mechanical drawing, algebra, geometry, or trigonometry and three (3) years of technical experience in drafting, surveying, construction, inspections, or a related field.

Licenses and Certifications:

- Possession of a valid California Driver's License by time of appointment and satisfactory driving record consistent with requirements established by the District.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment including a computer; must possess mobility to work in the field to inspect sites including traversing uneven terrain, climbing ladders, stairs, and other access points; to operate a motor vehicle to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification, although standing and walking between work areas is required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, and kneel to gather field data and conduct inspections, and reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office setting and in the field and may be exposed to pollen, dust, loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspaces, chemicals, mechanical, and/or electrical hazards, and hazardous physical substances and fumes.

OTHER REQUIREMENTS

Per California Government Code, Title 1, Division 4, Chapter 8, Section 3100, "all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law."

Must be available for regular and emergency standby, weekend assignments, shift assignments, and to be called back and work emergency overtime as needed.

Attachment B
Las Gallinas Valley Sanitary District
Market Compensation Data - Top Monthly Salary
September 2021

Civil Engineering Technician						
Rank	Comparator Agency	Classification Title	Top Monthly Salary	Salary Effective Date	Next Salary Increase	Next Percentage Increase
1	Las Gallinas Valley Sanitary District	Civil Engineering Technician	Proposed			
2	California Association of Sanitation Agencies (CASA) ¹	Engineering Technician	\$ 8,624	2021		
3	Sewerage Agency of Southern Marin	Engineering Technician	\$ 8,216	7/1/2019	Unknown	Unknown
4	West County Wastewater District ²	Engineering Technician	\$ 7,930	1/1/2021	Unknown	Unknown
5	Central Marin Sanitation Agency	N/C				
6	Novato Sanitary District	N/C				
7	Ross Valley Sanitary District	N/C				
8	Sanitation District No. 5 Marin County	N/C				
9	Sausalito-Marin City Sanitary District	N/C				

Summary Results		Top Monthly Salary
Average of Comparators		\$ 8,257
% Las Gallinas Valley Sanitary District Above/Below		
Median of Comparators		\$ 8,216
% Las Gallinas Valley Sanitary District Above/Below		
Number of Matches		3

N/C - Non Comparator

1- West County Wastewater District: Engineering Technician is currently vacant; position was last filled in March 2009.

2- Salary reported from the 2021 CASA survey is the maximum salary of the salary range for Engineering Technician for employers with 16-29 employees.



Agenda Summary Report

To: Mike Prinz, General Manager *MSP*
From: Dale McDonald, Administrative Services Manager *m*
 (415) 526-1519 dmcDonald@lqvsd.org
Meeting Date: October 21, 2021
Re: Management and Unrepresented Employee Contract Modifications
Item Type: Consent _____ Action X Information _____ Other _____
Standard Contract: Yes X No _____ (See attached) Not Applicable _____

STAFF RECOMMENDATION

Board to review and approve the modified employment agreements for management and unrepresented employees; Administrative/Financial Specialist, Administrative Services Manager, Collections/Safety/Maintenance Manager, District Engineer, and Plant Manager and authorize the General Manager to execute the agreements. Board to consider approval of the proposed General Manager modified employment agreement.

BACKGROUND

In September 2020, Koff & Associates conducted a comprehensive total compensation study for the District (“LGVSD”). Goals of the compensation study were to:

- Assist LGVSD in developing a competitive pay and benefit plan based upon market data.
- Ensure that the plan is fiscally responsible and meets the needs of LGVSD with regards to recruitment and retention of qualified staff.

Details of the compensation study were presented to the Board by Koff & Associates during multiple closed sessions in February and March 2021. The Total Compensation Study Report was released on March 16, 2021 and was used as the basis to begin negotiations with Operating Engineers Local 3 (OE3) as part of the bargaining for a new labor agreement between LGVSD and OE3.

On June 17, 2021, the Board amended all manager contracts and one unrepresented employee contract to allow the District to complete negotiations with OE3 and its represented employees before renewing manager and unrepresented contracts that were set to expire on June 30, 2021. The amendments included clauses that any increase in salary, benefits, or terms negotiated will be retroactive to the first pay period that encompasses July 1, 2021.



Equity based salary adjustments and annual general wage increases were discussed along with other benefits during the OE3 negotiation process. Performance evaluations and associated merit increases continued for all employees during the negotiation period and were not tied to the equity adjustment being considered. Negotiations ended when the Board authorized executing a Memorandum of Understanding (MOU) between the District and OE3 on August 19, 2021.

Managers began contract discussions in earnest starting on September 8 with both group and individual follow-up meetings with the Administrative Services Manager and General Manager occurring through September. The Administrative/Financial Specialist also was allowed an opportunity to provide feedback on the contract terms proposed. All parties came to a unified agreement on the terms to be proposed, which are presented below.

Managers have requested modifications to their contracts in the context of the terms agreed to between the District and OE3. These terms will establish competitive salaries and benefits based upon market data, maintain internal alignment between employee and management positions, and position the District to standardize its salary schedule relative to other agencies by removing dual and triple certification steps from the salary schedule.

Proposed Modifications for All Management/Unrepresented Employee Contracts

1. Contract terms to coincide with the negotiated MOU term through June 30, 2023, retroactive to the pay period that encompasses July 1, 2021.
2. Equity Adjustments to be implemented are based on precedent of previous Board action setting salary for represented employees at or above market median, taking into consideration individual management positions as they relate to comparable agencies, as well as adjustments for internal compaction between LGVSD classifications:
 - a. Koff & Associates Compensation Study was used as the basis for developing equity adjustments for Department Manager and Administrative/Financial Specialist agreements. The Total Compensation percent value provided Market Compensation Results Summary from December 2020 is one of multiple factors used in development of the proposed equity adjustments. See *Table 1a*.
 - b. To establish market equity per OE3 and manager proposals, the General Manager's contract is proposed to include an equity adjustment based on a market median survey of comparable agencies calculated by Regional Governmental Services (RGS) using agencies identified in the Koff & Associates study that recently had salary increases, excluding any bonus program features offered by other agencies. See *Table 1b*. for summary of RGS report and *Appendix A* for details.



3. General Wage Increase to mirror the represented staff increases; effective July 1, 2021 an increase of 2.5% will apply (*after equity, certification, and longevity pay scale adjustments*) to all but the General Manager. The 2.5% General Wage Increase is considered included in the proposed equity adjustment for the General Manager. Effective July 1, 2022 an increase of 2.75% will apply to all employees. Historically, the Cost-of-Living Adjustments have followed the CPI-U 12-month April to April adjustment period, which reported a 3.8% increase over last year, but management is proposing matching increase the general wage increase agreed to with OE3 and reflected in the MOU.
4. Increase longevity for management after year 10 from 3% to 5% to partially reestablish separation between represented and management employees. Management had a 3% longevity increase after 10 years while OE3 had none. OE3 now has 2% after 10 years.
5. To offset the cost of (4) it is proposed that the 2% longevity step after year 15 be eliminated. Longevity will remain pensionable and will be shown on the salary schedule.
6. Remove requirement of having to reside within 45 miles of workplace for employees who do not provide Stand-by coverage or respond to collection system or plant emergencies. It is proposed that the Administrative/Finance Specialist, Administrative Services Manager, and District Engineer positions can have this residency response time requirement from their respective contracts removed.
7. Add Veteran’s Day holiday to the list of paid holidays bringing total to 11 days per year.
8. Incidental changes to dental coverage and boot reimbursement to match increases in MOU.

Table 1a. Market Compensation Results Summary Dec 2020

Classification Title	# of Matches	Top Monthly % Above or Below	Total Compensation % Above or Below
Administrative/Financial Specialist	3	-7.90%	-5.70%
Administrative Services Manager	3	-22.80%	-17.60%
Collection System/Maintenance/Safety Manager	3	-19.50%	-10.00%
District Engineer	4	-1.50%	-1.00%
Plant Manager	4	-15.80%	-14.90%

The General Manager median salary was recently studied to assist with determining the equity adjustment that should apply to the General Manager contract. Merit adjustment based on performance is not included in this analysis and is not considered in the equity adjustments proposed.



Table 1b. General Manager Market Median Salary – RGS

Agency	Monthly Salary
Las Gallinas Valley Sanitation District	\$21,694
Median of Comparator Agencies	\$23,630
% Above/Below Median	-8.19%
Average of Comparator Agencies	\$23,617
% Above/Below Average	-8.14%

Ending the Multi-Certification Program for Department Manager and Unrepresented Employees

1. Management supports the District’s goal of standardizing its salary scale to better align with nearby comparable agencies by eliminating the Multi-Certification program. This will make future market rate compensation studies more intuitive.
2. The Dual and Triple Certification listed as individual steps in the current salary schedule is currently valued at 10.25% of base salary. In recognition of the benefit being given up, the base salary scale for existing department manager and unrepresented employees is proposed to be increased by 7.69%.
3. The General Manager is excluded from the multi-certification program and ending the program will have no impact on General Manager employment contract.

A draft *Salary Schedule* for management and unrepresented classifications based on the above terms is shown below. The *Salary Schedule* will be considered by Resolution at a future Board meeting if terms and agreements are approved by the Board.

Proposed Salary Schedule Effective July 1, 2021 - Management & Unpresented

Classification Title	Monthly						
	Step 1	Step 2	Step 3	Step 4	Step 5	Longevity after year 6 at 5%	Longevity after year 10 at 5%
Administrative/Financial Specialist	8,126	8,532	8,959	9,407	9,877	10,371	10,890
Administrative Services Manager	14,339	15,056	15,809	16,600	17,429	18,301	19,216
Collection System/Maintenance/Safety Manager	13,990	14,689	15,423	16,195	17,004	17,855	18,747
District Engineer	14,698	15,433	16,204	17,014	17,865	18,758	19,696
Plant Manager	14,339	15,056	15,809	16,600	17,429	18,301	19,216
General Manager	23,630						



Applying the terms described above and taking into consideration modifications approved by the Board for represented employees, *Appendix A* shows the progressive calculation steps used to determine the proposed final monthly salary for management and unrepresented employees including the 2.5% General Wage Increase.

Highest Paid Subordinate and Gap Analysis

Separation between salaries of adjacent classifications in the salary schedule is a fundamental factor to be considered when making salary adjustments. When a market or internal equity adjustment is granted to one class in a series, the other classes in the series should also be adjusted accordingly to maintain separation. Pay philosophy is also considered when a compensation plan is implemented.

An internal analysis looking at the LGVSD General Manager and Department Managers compared to their immediate HPS is shown under *Table 3* using the highest compensation available to the position. It takes into consideration longevity pay and the value of the dual and triple certifications available to represented employees to give an accurate comparison of total salary.

Table 3 –LGVSD Highest Paid Subordinate Gap Study

Manager Position	Top Monthly Salary ⁽¹⁾	Highest Paid Subordinate (HPS)	Top Monthly Salary ⁽¹⁾	Percentage HPS Salary is below Manager
General Manager	\$23,630	District Engineer	\$19,696	-16.65%
Administrative Services Manager ⁽²⁾	\$19,216	District Secretary	\$11,067	-42.41% ⁽²⁾
Collections Systems / Maintenance / Safety Manager	\$18,747	Maintenance Operations Supervisor	\$14,574	-22.26%
District Engineer	\$19,696	Associate Engineer	\$15,267	-22.49%
Plant Manager	\$19,216	Plant Operations Supervisor	\$14,574	-24.15%

(1) *Based on proposed management adjustments and actual represented employee compensation as of July 1, 2021.*

(2) *Percentage below ASM is greater than other management positions because other departments HPS requires advance degrees or specialized certifications.*

Standard practices would normally place a full supervisory class, such as the General Manager and Department Managers, at least 10% to 25% above the Highest Paid Subordinate (HPS). A gap analysis of the General Manager position undertaken by RGS concluded that the LGVSD General Manager is currently under the median when compared to other agencies HPS gap. See *Appendix B*.



Development of an internal alignment chart is a useful tool to examine the differentials between supervisorial and management classifications, the gap between these positions, and the impact of compaction if insufficient adjustments are made. *See Appendix C.*

Additional Contract Modifications Unique to Individual Employees

1. The Emergency Response Stipend for Collection System and Plant Managers is proposed to be \$300 per month to match the stipend benefit received by OE3 represented Stand-by Emergency Response employees.
2. The Administrative/Financial Specialist is requesting one additional week of annual leave in recognition of not being able to have union representation. Management recommends adding one week of annual Administrative Leave to the contract rather than Vacation Leave which can accrue.
3. The General Manager is requesting 2 additional months of severance, bringing the total severance from four to six months.
4. Due to the consolidation of the Administrative/Financial Specialist I and II salary schedule into one salary schedule, it is proposed that the current incumbent's salary be adjusted from Step 5 of the current range to Step 3 of the proposed range.
5. Due to the consolidation of the Administrative Services Manager I and II salary schedule into one salary schedule, it is proposed that the current incumbent's salary be adjusted from Step 5 of the current range to Step 3 of the proposed range.

New Employment Agreements have been drafted based on the above terms and are attached for Board consideration as *Appendixes D through I (excluding supporting referenced Exhibit A which has not changed and Exhibit B which will be updated after terms approved)*. If approved, the General Manager will execute the agreements with the department managers and unrepresented employee. The Board President will execute the General Manager agreement.

The Board can choose to make a motion to:

- a. Approve all employment agreements for management and unrepresented employees, including the General Manager, as presented; or
- b. Defer action to allow the Board to review its position on terms presented. The follow up meeting can be in a closed session if it is limited to meeting with the local agency designated representative (*who must be identified in open session prior to closed*



- c. session) to review terms and provide instruction, with final action on any proposed compensation to be considered in a regular open session; or
- d. Not approve any of the employment agreements as presented and ask that terms outlined be brought back under closed session; or
- e. Take any other action, or no action, as legally allowed by Board policy.

PREVIOUS BOARD ACTION

On June 17, 2021, the Board approved the Extension of Employment Agreements for management and unrepresented employees through December 31, 2021.

On August 19, 2021, the Board approved entering into Memorandum of Understanding (MOU) between the District and OE3 and by Resolution No. 2021-2225 adopted the Pay Schedule for represented employees effective the first pay period that encompassed July 1, 2021.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

The proposal is fiscally sound, meets the needs of the District with regards to retention of qualified staff via market comparisons, and is generally consistent with the terms agreed to between OE3 and the District. The cost to implement equity adjustments and other changes to management and unrepresented contract agreements is \$96,009 in the 1st year and estimated at \$113,454 in the 2nd year. This represents a 12.86% average increase over prior year payroll expenses, and includes the annual wage increase effective July 1, 2021.

The budget provides for a 12.5% wage increase; the proposed modifications are just over the annual budget by \$4,012. The total budgeted wages for all employees for fiscal year 2021-22 is \$4,518,950.

<u>Total 2-Year Term</u>	<u>1st Year Mgmt</u>	<u>2nd Year</u>
	<u>Addtl' Cost Est.</u>	<u>Mgmt Addtl' Cost Est.</u>
Equity Adj. plus annual wage increases	\$ 141,563	\$ 145,456
Emergency Response Stipend \$300 for Ops	\$ 7,200	\$ 7,200
Increase longevity to 5% after 10 years	\$5,750	\$ 19,416
Eliminate 15 year longevity	(\$4,727)	\$ (4,963)
Dual Triple Cert - elimination	\$ (56,500)	\$ (56,500)
Add Veteran's Day Holiday		\$ -
Administrative Leave for Unrepresented	\$ 2,067	\$ 2,171
Increase dental coverage to \$3,000	\$ 615	\$ 633
Increase boot reimbursement to \$300	\$ 42	\$ 42
	<u>\$ 96,009</u>	<u>\$ 113,454</u>



Appendix:

- A. *LGVSD Salary Calculation Steps – Current to Proposed*
- B. *RGS GM Salary Compensation Study & Gap Analysis Results*
- C. *Internal Alignment Chart Proposed Modifications*
- D. *Employment Agreement – General Manager Prinz*
- E. *Employment Agreement – District Engineer Cortez*
- F. *Employment Agreement – Plant Manager Liebmann*
- G. *Employment Agreement – Administrative Services Manager McDonald*
- H. *Employment Agreement – Collection System / Maintenance / Safety Manager Pease*
- I. *Employment Agreement – Administrative Financial Specialist Schultz*

LGVSD Salary Calculation Steps – Current to Proposed

Position	CURRENT			ADJUSTMENTS						PROPOSED		
	Current Monthly Salary and Multi-Certification Compensation			Market Equity Adjustment on Base Salary		Multi-Cert. Program	Internal Alignment		General Wage Increase	Overall Increase		TOP MONTHLY SALARY (Exclud. Longevity)
	Step 5 (Exclud. Cert & Longevity)	Multi-Cert. Benefit 10.25%	TOTAL (Exclud. Longevity)	%	Increase	End and Convert 7.69% to Salary *	%	Increase or Decrease	July 1 2021 2.5% **	%	Increase	
Administrative Financial Specialist	\$8,465.40	\$867.82	\$9,333.22	5.70%	\$483	-\$229	0%	\$0	\$241	5.83%	\$544	\$9,877
Administrative Services Manager	\$14,429.46	\$1,479.06	\$15,908.52	17.84%	\$2,575	-\$435	-7.14%	-\$1,308	\$425	9.56%	\$1,520	\$17,429
Collections Safety Manager	\$12,431.19	\$1,274.38	\$13,705.57	12.27%	\$1,525	-\$357	10.38%	\$1,560	\$415	24.07%	\$3,298	\$17,004
District Engineer	\$15,729.40	\$1,612.07	\$17,341.47	0.39%	\$61	-\$404	2.50%	\$425	\$436	3.02%	\$524	\$17,865
Plant Manager	\$13,811.90	\$1,415.90	\$15,227.80	14.32%	\$1,978	-\$404	0%	\$0	\$425	14.46%	\$2,201	\$17,429
General Manager **	\$21,694.05	n/a	\$21,694.05	8.92%	\$1,936	n/a	0%	\$0	n/a	8.92%	\$1,936	\$23,630

* Relative to current pay with Dual and Triple Certification Program.

** No 2.5% General Wage Increase for GM as it is considered a part of the current equity adjustment, salary set by contract.

October 14, 2021

Regional Governmental Services Salary Compensation & Gap Analysis Results

Las Gallinas Valley Sanitation District Base Rate of Pay as of 2021-Oct

Agency	Monthly Salary	Last Increase	Highest Paid Subordinate (HPS)	Top Monthly Salary	Percentage HPS Salary is below GM
Sausalito/Marin City Sanitation District	\$24,455	7/1/2021	Operations Superintendent	\$14,961	-38.82%
Central Marin Sanitation District (JPA)	\$24,375	7/1/2021	Technical Services Manager	\$19,221	-21.14%
West County Wastewater District	\$23,630	6/30/2021	Deputy General Manager	\$21,036	-10.98%
Novato Sanitation District	\$23,086	7/1/2021	Deputy General Manager	\$18,161	-21.33%
Ross Valley Sanitation District	\$22,540	1/1/2021	Finance & Admin Svcs Mgr/Asst GM	\$20,530	-8.92%
Belvedere/Tiburon Sanitation 5	\$16,786	⁴ 1/1/2016	Operations Superintendent	\$12,526	-25.38%
Sewerage Agency of Southern Marin	⁵ NCC		-	-	-

Las Gallinas Valley Sanitation District	\$21,694	7/1/2021	District Engineer	\$18,755	-13.55%
Median of Comparator Agencies ⁴	\$23,630				
% Above/Below Median	-8.19%				
Average of Comparator Agencies ⁴	\$23,617				
% Above/Below Average	-8.14%				

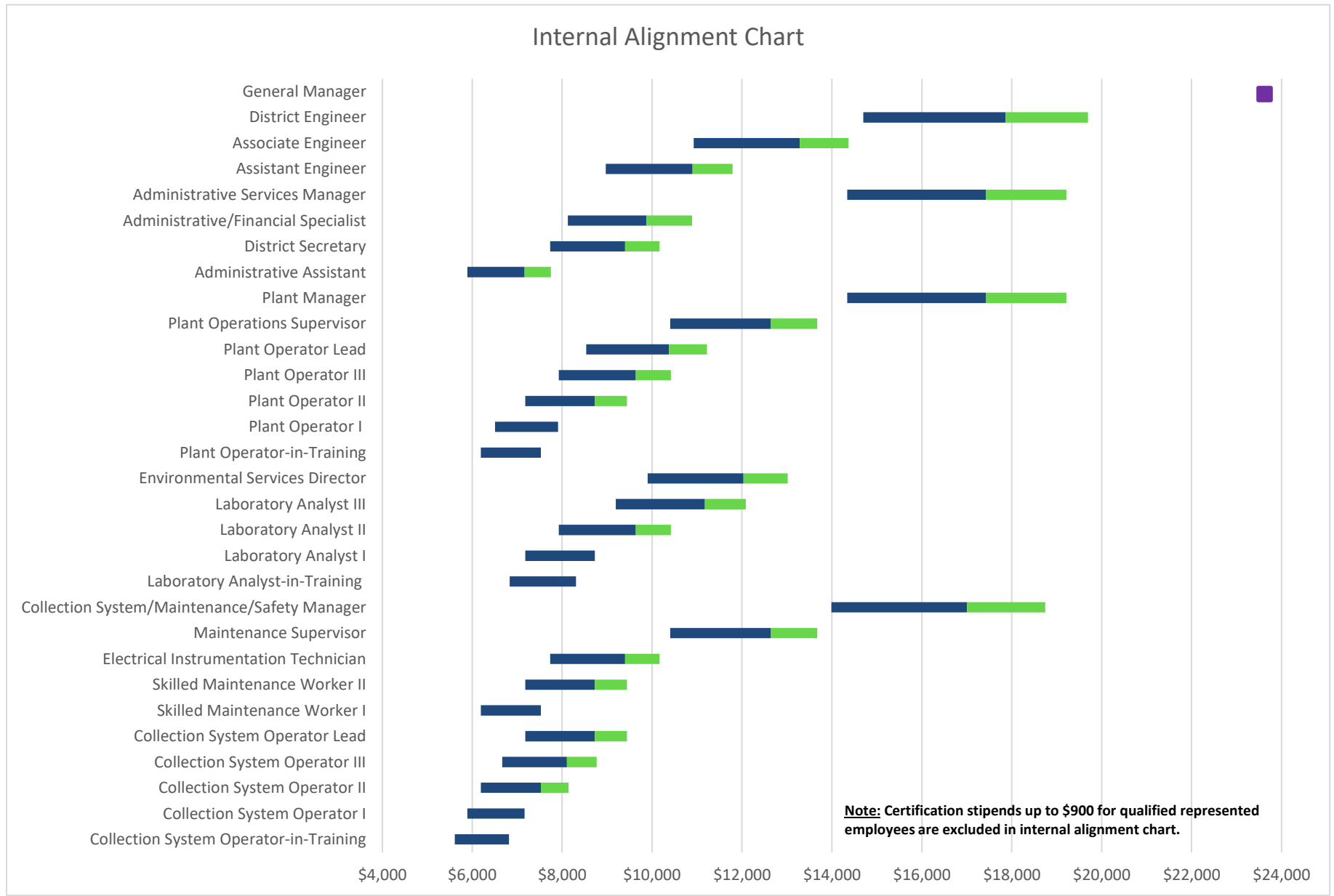
¹CMSA - After each annual evaluation, GM is eligible to receive performance pay of up to 5% of base pay.

²WCWD - The original employment contract allows performance pay at the end of each fiscal year not to exceed 10% of base pay. A contract amendment was approved in 2020 stipulating this pay would only apply to FY 2020. No further amendments have been approved.

³RVSD - GM received performance pay of 5% for the first time since hire (2018).

⁴Belvedere/Tiburon - GM has not received and increase to base pay since 1/1/2016, but has received bonuses each year (the amount determined by the Board each year) - excluded from Median of Comparator Agencies

⁵NCC - No Comparable Class - Class reports to the PW Director. Does not have the same span of control as GM classes



All Except General Manager:

Blue = Steps 1 to 5

Green = Longevity Steps 6 to Maximum

General Manager = Set salary established by contract

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

MIKE PRINZ (General Manager)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and MIKE PRINZ, (“Employee”) both of whom understand as follows:

RECITALS

WHEREAS, Employer desires to employ the services of MIKE PRINZ as General Manager of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS Employer and Employee now desire to set forth their agreement for employment of Employee on the terms and subject to the conditions set forth herein.

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of the foregoing and the provisions and promises hereinafter set forth, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ Mike Prinz as General Manager to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the General Manager.

B. The General Manager shall be in charge of and responsible for the operation and management of Employer and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts. The General Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the Board of Directors.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render other services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

Due to the nature of his employment which requires close proximity to Employer's facilities, Employee agrees to maintain his permanent residence to a distance within a 45-minute automobile drive of the Employer's office during non-commute hours.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is “at will”. Specifically, Employee serves as General Manager at the pleasure of the Board of Directors, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall commence on October 21, 2021 and end on June 30, 2023, unless terminated earlier as provided herein.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to compensate Employee the amount of \$23,630 per month effective the first pay period that encompasses July 1, 2021.

B. Longevity Amounts

- i. Employee can receive a longevity step at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0%.
- ii. Employees in the “management bargaining unit” are eligible to receive a longevity step equal to five percent of base salary (5%) at the completion of 10 years of continuous employment with the District.

C. Prior to or within one month of his anniversary date, the Board of Directors shall review the performance of Employee and, upon satisfactory or greater than satisfactory performance may at its sole discretion increase Employee's salary.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined solely by the Board of Directors (see Section 4, below) All future salary increases except for COLA increases are discretionary, determined in the sole discretion of the Board of Directors.

E. Effective July 1, 2022, the Employee will be entitled to a General Wage COLA increase of 2.75%.

Section 4: Performance Evaluation

The Board of Directors shall at least annually review and evaluate the responsibilities, workload and performance of the Employee. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of General Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "B". However, a specific description of certain of those benefits

follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

C. Employee may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

D. Cash-Out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. EMPLOYEE shall be eligible to cash out up to 80 hours of vacation time one time a year. All vacation hours cashed out shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the Finance Director, who will verify and approve the request. Vacation requests must be submitted by June 1 and/or December 1 and will be processed on the following pay period. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

E. Employee shall be entitled to a District vehicle for District purposes and commuting. Employer shall pay for all expenses associated with this vehicle. Employee shall be permitted to use the vehicle for limited personal use only when Employee is either engaged in

Employer activities or commuting to and from work. Reasonable personal use is allowable. If Employee ceases to be General Manager this vehicle benefit shall end.

F. On July 1 of each year, the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1, regardless of unused balance remaining from prior fiscal year.

G. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

H. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employees can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on General Wage COLA increases of each year. It is the sole responsibility of the employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the purchase cost.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional

participation, growth, and advancement, and for the good of the Employer as determined solely by the Board.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee as determined solely by the Board. Notwithstanding the foregoing, Employee shall be entitled to attend up to six industry related conferences per year, including but not limited to Water Reuse, CASA, WEF, CWEA, CSDA or similar.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences, and seminars that are necessary for his professional development and for the good of the Employer as determined solely by the Board.

D. Employee shall obtain the Board's prior approval for any expenses in this Section which are not in the approved budget.

E. Employer shall reimburse Employee up to \$5,000 annually for tuition and fees for any college credit courses Employee may attend related to his position as General Manager or in his efforts to obtain a college degree.

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. “At Will” Employment: The parties to this Agreement expressly acknowledge that Employee is “at will” and serves at the pleasure of the Board. Employee may be terminated by Employer at any time with or without cause, at the sole discretion of the Employer. Employee may terminate his employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to six months of Employee’s current salary. The Employer shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the Employer that releases the Employer from any and all claims the Employee may have against the Employer. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation, compensatory time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the Board of Directors, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Indemnity

Employer and Employee recognize the broad legal obligation of an employer to defend, indemnify and hold harmless a public employee in connection with that public employee acting within the course and scope of their employment.

Employer will defend, indemnify and hold harmless Employee and pay all costs and fees incurred by him, whether as a party, witness, or otherwise, in connection with any actual or potential suit, claim, demand, investigation, or similar event arising within the course and scope of his employment. This obligation on the part of Employer will continue regardless of if or when the General Manager's employment with Employer terminates. This includes defense in any administrative proceedings or any criminal action involving the operation of Employer's plant and facilities. However, if the public entity pays any claim or judgment or portion thereof on behalf of Employee, the Employer may recover the amount of payment from Employee if Employer establishes that with regard to the act or omission upon which the claim or judgment is based, Employee acted or failed to act because of actual fraud, corruption, or actual malice or that he willfully failed or refused to reasonably cooperate in good faith in the defense conducted by Employer.

Section 9: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Mike Prinz
2036 Woodside Drive
Santa Rosa, CA 95404

Alternatively, notices required pursuant to the agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 10: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the Employer and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the

Agreement will be effective only if it is in writing and signed by both the Board of Directors and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

Employer and Employee approve and accept the terms and provisions of this Agreement and agree to be bound thereby.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION

CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by its Board President, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Board President
Las Gallinas Valley Sanitary District

Date: _____

Mike Prinz

Date: _____

Teresa Lerch
District Secretary

Seal

APPROVED AS TO FORM:

David J. Byers, District Counsel for
Las Gallinas Valley Sanitary District

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Michael Cortez (District Engineer)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Michael Cortez, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Michael Cortez as District Engineer of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue employment as District Engineer of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ Michael Cortez as District Engineer to perform the functions and duties specified in the job description, attached as Exhibit “A” and to perform other legally permissible and proper duties and functions as the District Engineer. Employee is presently employed as a District Engineer.

B. The District Engineer shall perform civil engineering, project management, construction management and inspections, reviews of private improvement projects to ensure conformance with District standards and other engineering or technical services and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the District Engineer job description. The District Engineer shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee’s full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is “at will”. Specifically, Employee serves as District Engineer at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on October 21, 2021 and end later on June 30, 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee’s employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the District Engineer Salary Schedule attached as Exhibit “B” plus any appropriate longevity amounts.

B. Longevity Amounts

- i. Employee can receive a longevity step at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0%.
- ii. Employees in the “management bargaining unit” are eligible to receive a longevity step equal to five percent of base salary (5%) at the completion of 10 years of continuous employment with the District.

C. Prior to or within one month of his anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee’s salary in accordance with the Step Schedule described in District Engineer Salary Schedule.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

E. Effective the pay period that encompasses July 1, 2021, the Employee’s compensation will be \$17,865 per month (Step 5) as set forth in Exhibit “B”, the pay scale as of July 1, 2021. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph C.

F. Effective July 1, 2022, the Employee will be entitled to a General Wage COLA increase of 2.75%.

G. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee’s pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager.

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with his first anniversary date as District Engineer. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of District Engineer.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be compensated \$399.23 monthly for a vehicle allowance. The amount will increase each year based on Board approved General Wage COLA increases.

C. On July 1 of every year the Employee shall be granted a lump sum of 80 hours per year of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to

contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employee can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on Board approved General Wage COLA increases of each year. It is the sole responsibility of the Employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the purchase cost.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash-Out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. All vacation hours purchased shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance.

In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such

requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation pay requests will be processed twice a year, with submittal deadlines of June 1 and December 1. All vacation pay requests made by the submittal deadline will be processed on the following payroll date after June 1 and/or December 1. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee and maintenance of required licenses as determined solely by the General Manager.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences, and seminars that are necessary for his professional development and for the good of the Employer as determined solely by the General Manager.

D. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget.

Section 7: Termination of Agreement and Severance Pay

- A. The Agreement may be terminated at any time by either party in writing.
- B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.
- C. “At Will” Employment: The parties to this Agreement expressly acknowledge that Employee is “at will” and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate his employment at any time with or without reason.
- D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.
- E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of Employee’s current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the

Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Michael Cortez
901 Innisfree Court
Vallejo, CA 94591

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager Las Gallinas Valley
Sanitary District

Dated: _____

Michael Cortez

ATTEST:

Seal

Teresa Lerch
District Secretary

APPROVED AS TO FORM:

David J. Byers, Attorney for
Las Gallinas Valley Sanitary District

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Robert Liebmann (Plant Manager)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Robert Liebmann, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Robert Liebmann as Plant Manager I or II of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue employment as Plant Manager of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ Robert Liebmann as Plant Manager to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Plant Manager.

B. The Plant Manager shall be in charge of and responsible for the operation and management of the Treatment Plant, Laboratory, Reclamation Area, Pump Stations and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the Plant Manager job description. The Plant Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

E. Due to the nature of his employment which requires close proximity to Employer's facilities, Employee agrees to maintain his permanent residence to a distance within a 45-minute automobile drive of the Employer's office during non-commute hours. Employee is

entitled to an Emergency Response Stipend of \$300 per month as a benefit for being a Stand-by Emergency Response employee.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is “at will”. Specifically, Employee serves as Plant Manager I or II at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on October 21, 2021 and end later on June 30, 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee’s employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee the salary identified in Plant Manager Salary Schedule attached as Exhibit “B” plus any appropriate longevity amounts.

B. Longevity Amounts

- i. Employee can receive a longevity step at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0%.
- ii. Employees in the “management bargaining unit” are eligible to receive a longevity step equal to five percent of base salary (5%) at the completion of 10 years of continuous employment with the District.

C. Prior to or within one month of his anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee’s salary in accordance with the Step Schedule described in Plant Manager Salary Schedule.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

E. Effective the first period that encompasses July 1, 2021, the Employee’s compensation will be \$17,429 per month (Step 5) as set forth in Exhibit “B”, the pay scale as of July 1, 2021. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph C.

F. Effective July 1, 2022, the Employee will be entitled to a General Wage COLA increase of 2.75%.

G. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee’s pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager.

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with his first anniversary date as Plant Manager. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Plant Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be entitled to a District vehicle. Employer shall pay for all expenses associated with this vehicle. Employee shall be permitted to use the vehicle for limited personal use only when Employee is either engaged in Employer activities or commuting to and from work. Reasonable personal use is allowable. If Employee ceases to be Plant Manager but is otherwise employed by Employer this vehicle benefit shall end.

C. On July 1st of each year the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employees can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on board approved General Wage COLA increases of each year. It is the sole responsibility of the employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the purchase cost.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash-Out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. All vacation hours purchased shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation requests must be submitted by June 1 and/or December 1 and will be processed on the following pay period. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee as determined solely by the General Manager.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences, and seminars that are necessary for his professional development and for the good of the Employer as determined solely by the General Manager.

D. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget.

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate his employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the

maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Robert Liebmann
75 Rockrose Way
Novato, CA 94945

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the

date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager
Las Gallinas Valley Sanitary District

Dated: _____

Robert Liebmann

ATTEST:

Teresa Lerch
District Secretary

APPROVED AS TO FORM:

David J. Byers, Attorney for
Las Gallinas Valley Sanitary District

EMPLOYMENT AGREEMENT**Between Las Gallinas Valley Sanitary District****And****DALE MCDONALD (Administrative Services Manager)**

This EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, ("District or Employer") and DALE MCDONALD, ("Employee") both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of DALE MCDONALD as Administrative Services Manager of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, ("Board") to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS Employer and Employee now desire to set forth their agreement for employment of Employee on the terms and subject to the conditions set forth herein.

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of the foregoing and the provisions and promises hereinafter set forth, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ DALE MCDONALD as Administrative Services Manager to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Administrative Services Manager.

B. The Administrative Services Manager shall be in charge of and responsible for the operation and management of the Administrative Office and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the Administrative Services Manager job description. The Administrative Services Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity without written approval of the General Manager.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as Administrative Services Manager at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on on October 21, 2021 and end later on June 30, 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from their position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the Administrative Services Manager Salary Schedule attached as Exhibit "B" plus any appropriate longevity amounts.

B. Longevity Amounts

i. Employee can receive a longevity step at the beginning of their 7th year of

employment with the District. The longevity step shall be 5.0%.

- ii. Employees in the "management bargaining unit" are eligible to receive a longevity step equal to five percent (5%) at the completion of 10 years of continuous employment with the District.

C. Prior to or within one month of his anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee's salary in accordance with the Step Schedule described in Administrative Services Manager Salary Schedule.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

E. Effective the first pay period that encompasses July 1, 2021 the Employee's compensation will be \$15,056 per month (Step 2) as set forth in Exhibit "B", the pay scale as of July 1, 2021. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph B.

F. Effective July 1, 2022, the Employee shall be entitled to General Wage COLA increase of 2.75%.

G. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee's pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager.

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least

once annually, beginning with their first anniversary date as Administrative Services Manager. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Administrative Services Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be compensated \$399.23 monthly for a vehicle allowance. The amount will increase each year based on Board approved General Wage COLA increases.

C. On July 1st of each year the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon).

Employee can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on Board approved General Wage COLA increases of each year. It is the sole responsibility of the Employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the purchase cost.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. All vacation hours purchased shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. All vacation pay requests submitted by the payroll due date of the current pay period will be paid to employee on the payroll date of the current pay period. Otherwise, such requests will be processed for the following payroll date. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for associations, publications and subscriptions for Employee necessary for their continuation and full participation in national regional, state, and local associations and organizations necessary and desirable for their continued professional participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee and maintenance of required licenses as determined solely by the General Manager.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, conferences and seminars that are necessary for their professional development and for the good of the Employer as determined solely by the General Manager.

D. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget

Section 7: Termination of Agreement and Severance Pay

- A. The Agreement may be terminated at any time by either party in writing.
- B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.
- C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District

recognizes the right of the Employee to terminate their employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

DALE MCDONALD
675 Edwards St.
Crockett, CA 94525

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and

the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager
Las Gallinas Valley Sanitary District

Date: _____

DALE MCDONALD

ATTEST:

Teresa Lerch
District Secretary

Seal

APPROVED AS TO FORM:

David J. Byers, Attorney for
Las Gallinas Valley Sanitary District

DRAFT

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Greg Pease (Collection System/Safety/Maintenance Manager)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Greg Pease, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Greg Pease as Collection System/Safety/Maintenance Manager of the Las Gallinas Valley Sanitary District; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to become employed as Collection System/Safety/Maintenance Manager of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

TERMS

Section 1: Duties

A. Employer hereby agrees to employ Greg Pease as Collection System/Safety/Maintenance Manager to perform the functions and duties specified in the job description attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Collection System/Safety/Maintenance Manager.

B. The Collection System/Safety/Maintenance Manager shall be in charge of and responsible for the operation and management of the Collection System, Pump Stations, Safety Program and the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the General Manager and as outlined in the Collection System/Safety/Maintenance Manager job description. The Collection System/Safety/Maintenance Manager shall do and perform all services, acts, and functions necessary or advisable to manage and conduct the business and governmental affairs of Employer as determined by the General Manager.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

E. Due to the nature of his employment which requires close proximity to Employer's facilities, Employee agrees to maintain his permanent residence within a 45-minute automobile drive to the Employer's office during non-commute hours. Employee is entitled to an Emergency Response Stipend of \$300 per month as a benefit for being a Stand-by Emergency Response employee.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as Collection System/Safety/Maintenance Manager at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on October 21, 2021 and end later on June 30, 2023, unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the Collection System/Safety/Maintenance Manager Salary Schedule attached as Exhibit “B” plus any appropriate longevity amounts.

B. Longevity Amounts

- i. Employee can receive a longevity step at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0%.
- ii. Employees in the “management bargaining unit” are eligible to receive a longevity step equal to five percent of base salary (5%) at the completion of 10 years of employment with the District.

C. Prior to or within one month of his/her anniversary date, the General Manager shall review the performance of Employee and, at his or her sole discretion, may increase Employee’s salary in accordance with the Step Schedule described in Collection System/Safety/Maintenance Manager. Salary Schedule.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

E. Effective the first pay period that encompasses July 1, 2021, the Employee’s compensation will be \$17,004 per month (Step 5) as set forth in Exhibit “B”, the pay scale as of July 1, 2021. The base monthly compensation excludes the granting of longevity pay in accordance with Section 3, paragraph B.

F. Effective July 1, 2022, the Employee shall be entitled to General Wage COLA increase of 2.75%.

G. In the event the Employee is requested to be Acting General Manager for more than seven consecutive days, on the eighth day the Employee's pay will be increased by 5% until the Employee is no longer in the position of Acting General Manager

Section 4: Performance Evaluation

The General Manager shall review and evaluate the performance of the Employee at least once annually, beginning with his/her first anniversary date as Collection System/Safety/Maintenance Manager. Said review and evaluation shall be in accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Collection System/Safety/Maintenance Manager.

Section 5: Management Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

B. Employee shall be entitled to a District vehicle. Employer shall pay for all expenses associated with this vehicle. Employee shall be permitted to use the vehicle for limited personal use only when Employee is either engaged in Employer activities or commuting to and from work. Reasonable personal use is allowable. If Employee ceases to be Collection System/Safety/Maintenance Manager but is otherwise employed by Employer this vehicle benefit shall end.

C. On July 1st of each year the Employee shall be granted a lump sum of 80 hours of Administrative leave. The allotment shall reset to 80 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

D. Under the current defined benefit plan, pursuant to the Public Employees' Retirement Law (Government Code § 20000 et seq. ("PERL")), Employee is required to contribute 8% of the Employee's "compensation earnable and reportable" ("PERSable compensation") toward the costs of said benefit plan.

E. Employee can choose either a District supplied smartphone or can be reimbursed the median for a 6 GB plan of the following wireless carriers (AT&T, Sprint and Verizon). Employees can be reimbursed for the phone purchases once every 3 years up to \$273.58. The allowance will be based on Board approved General Wage COLA increase of each year. It is the sole responsibility of the employee to maintain their Employee owned phone. Employee shall be on call and maintain their phone in good working condition and in close proximity to respond to District emergencies as necessary or directed by the General Manager. Should the Employee terminate their employment with the District within one year of receiving a reimbursement for a phone, the Employee shall reimburse the District 50% of the purchase cost.

F. If Employee has outside health insurance coverage, the Employee may opt out of the District provided health insurance and receive an in-lieu payment of \$250 per month to offset the cost of the outside health insurance. The Employee must provide proof of health insurance coverage.

G. Employee, with the General Manager's consent, may purchase a tablet computer or laptop once in a four-year period and be reimbursed based on District policy. Should the Employee terminate employment within two years of receiving the reimbursement, the Employee shall return to the District 50% of the cost so reimbursed.

H. Cash out of Vacation: The maximum amount of vacation time EMPLOYEE may accrue is 272 hours. EMPLOYEE shall be eligible to cash out up to 80 hours of vacation time one time a year. All vacation hours cashed out shall be compensated at the EMPLOYEE's current rate of pay and will be removed from the EMPLOYEE's accumulated vacation balance. In no event shall EMPLOYEE cash-outs result in a vacation balance of less than 40 hours. Such requests for cash-out of vacation hours shall be submitted in writing by the employee to the General Manager, who will verify and approve the request. Vacation requests must be submitted by June 1 and/or December 1 and will be processed on the following pay period. This cash-out will be subject to applicable Federal and State Payroll Tax Law.

Section 6: Professional Development

A. Employer agrees to budget for and to pay for publications and subscriptions for Employee necessary for his/her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional

participation, growth, and advancement, and for the good of the Employer as determined solely by the General Manager.

B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee as determined solely by the General Manager.

C. Employee shall obtain the General Manager's prior approval for any expenses in this Section which are not in the approved budget.

Section 7: Termination of Agreement and Severance Pay

A. The Agreement may be terminated at any time by either party in writing.

B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.

C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate his employment at any time with or without reason.

D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.

E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to three months of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation time and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Las Gallinas Valley Sanitary District
100 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Greg Pease
767 Riesling Road
Petaluma, CA 94954

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by the General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager
Las Gallinas Valley Sanitary District

Dated: _____

Greg Pease

ATTEST:

Teresa L. Lerch
District Secretary

APPROVED AS TO FORM:

David Byers, Attorney for
Las Gallinas Valley Sanitary District

EMPLOYMENT AGREEMENT

Between Las Gallinas Valley Sanitary District

And

Amy Schultz (Administrative/Financial Specialist - Confidential)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2021, by and between the Las Gallinas Valley Sanitary District, a special district, (“District or Employer”) and Amy Schultz, (“Employee”) both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Amy Schultz as Administrative/Financial Specialist - Confidential of the Las Gallinas Valley Sanitary District; and

WHEREAS, this position is identified in the codified Ordinance Code of the Las Gallinas Valley Sanitary District as Title 1, Chapter 5; and

WHEREAS, it is the desire of the District Board, (“Board”) to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to continue employment as Administrative/Financial Specialist - Confidential of the Las Gallinas Valley Sanitary District;

WHEREAS, both Employer and Employee have read this Agreement and understand its contents fully;

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

Employment Agreement – Amy Schultz (Administrative/Financial Specialist - Confidential)

Page 1

TERMS

Section 1: Confidential Nature of Position

This position is authorized by Title 1, Chapter 5 of the Ordinance Code of the Las Gallinas Valley Sanitary District. The position is confidential and Employee shall maintain all information as confidential as required by the Ordinance.

Section 2: Duties

A. Employer hereby agrees to employ Amy Schultz as Administrative/Financial Specialist - Confidential to perform the functions and duties specified in the job description, attached as Exhibit "A" and to perform other legally permissible and proper duties and functions as the Administrative/Financial Specialist - Confidential.

B. The Administrative/Financial Specialist - Confidential shall meet all job duties as described in the attached Exhibit "A". The Administrative/Financial Specialist – Confidential shall do and perform all services, acts, and functions necessary to conduct the general business and governmental affairs of Employer in accordance with the laws of the United States of America and the State of California governing special districts as directed by the Administrative Services Manager and as outlined in the Administrative/Financial Specialist - Confidential job description.

C. Employee agrees that during the term of this Agreement, Employee shall devote Employee's full energies, interests, abilities, and productive time to the performance of the duties and responsibilities as set forth in this Agreement and shall not conduct any business or render services of any kind for compensation, or undertake other business, professional or commercial activity.

D. Employee shall perform all duties with due diligence and with the best interest of Employer in mind.

E. Due to the nature of her employment which requires close proximity to Employer's facilities, Employee agrees to maintain her permanent residence to a distance within a 45-minute automobile drive of the Employer's office during non-commute hours.

Section 2: Term

A. Employment pursuant to the terms of this Agreement is "at will". Specifically, Employee serves as Administrative/Financial Specialist - Confidential at the pleasure of the General Manager, and as an at-will employee, can be terminated at any time, either with or without cause.

B. The term of this Agreement shall continue on October 21, 2021 and end later on June 30, 2023 unless terminated before the expiration of the term in accordance with the provisions of this Agreement. In the event Employee continues employment with the District and the District has not completed contract negotiations with management employees by June 30, 2023, Employee's employment with the District shall still be covered by this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time, subject only to the provisions set forth in Section 7 of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Employer, subject only to the provisions set forth in Section 7 of this Agreement.

Section 3: Salary

A. Employer agrees to initially compensate Employee based on the appropriate salary step identified in the Administrative/Financial Specialist - Confidential Salary Schedule attached as Exhibit "B" plus any appropriate longevity amounts.

B. Employee can receive a longevity step at the beginning of their 7th year of employment with the District. The longevity step shall be 5.0%.

C. Prior to or within one month of her anniversary date, the Administrative Services Manager shall review the performance of Employee and, with the authorization of the General Manager, may increase Employee's salary in accordance with the Step Schedule described in Administrative/Financial Specialist - Confidential Salary Schedule.

D. Further salary increases during the term of this Agreement shall be based on District Salary Surveys or, in part, on a performance review with the percentage salary increase determined by the General Manager (see Section 4, below).

E. Effective the pay period that encompasses July 1, 2021, the Employee's compensation will be \$8,959 per month (Step 3) as set forth in Exhibit "B", the pay scale as of July 1, 2021.

F. Effective July 1, 2022, the Employee shall be entitled to General Wage COLA of 2.75%.

Section 4: Performance Evaluation

The Administrative Services Manager shall review and evaluate the performance of the Employee at least once annually, beginning with her first anniversary date as Administrative/Financial Specialist - Confidential. Said review and evaluation shall be in

Employment Agreement – Amy Schultz (Administrative/Financial Specialist - Confidential)

accordance with specific criteria developed by Employer. The District and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the District and in attainment of the District's policy objectives, and may further establish a priority among those goals, objectives, and performance standards. Additionally, the District may periodically establish goals and objectives regarding the Employee's performance of the duties of Administrative/Financial Specialist - Confidential.

Section 5: Benefits

A. Employee shall be entitled any benefits specified for the Unrepresented Bargaining Group in the attached Exhibit "C". However, a specific description of certain of those benefits follows and the specific description below controls the rights and obligations of Employee and Employer for that specific benefit.

- i. The District contracts with the California Public Employee's Retirement System for its retirement program. The District's contract with the California Public Employee's Retirement System for "New Members" are subject to the provisions of PEPRAs which provides a retirement benefit of 2% at age 62 and the benefit based on the final three years of compensation. In consideration for the Supplemental Wage Increase outlined in Section 3, Paragraph G, New Members shall pay a minimum of 50% of the normal cost as required by PEPRAs, or the classic employee's contribution rate, whichever is higher.
- ii. On July 1st of each year the Employee shall be granted a lump sum of 40 hours of Administrative leave. The allotment shall reset to 40 hours on July 1 of every year, regardless of the unused balance remaining from prior fiscal years.

Section 6: Professional Development

Employee shall receive make efforts to continue her performance development. Employee shall obtain the General Manager's prior approval for any expenses for professional development. The General Manager's determination for such expenses are solely within his discretion.

Section 7: Termination of Agreement and Severance Pay

- A. The Agreement may be terminated at any time by either party in writing.
- B. Both sides agree that it is preferable to provide thirty (30) days advance notice of termination, but such advance notice is not required.
- C. "At Will" Employment: The parties to this Agreement expressly acknowledge that Employee is "at will" and serves at the pleasure of the General Manager. Employee may be terminated at any time with or without cause at the sole discretion of the District. The District recognizes the right of the Employee to terminate her employment at any time with or without reason.
- D. Notwithstanding anything else contained in the Agreement, the terms and provisions of this Agreement shall terminate automatically and immediately upon the death or permanent disability of Employee.
- E. In the event Employer wishes to terminate Employee without reference to cause, then Employee may be entitled to severance pay in a lump sum equal to one month of Employee's current salary. The District shall only be obligated to pay this severance if the Employee agrees to execute a standard release agreement as prepared by the District that releases the District from any and all claims the Employee may have against the District. If the Employee refuses to sign this standard severance and release agreement, the Employee shall not be entitled to the severance

pay. Notwithstanding any other provision in this Agreement, in accordance with Government Code § 53260, in the event this Agreement is terminated, the maximum cash settlement that Employee may receive shall be an amount equal to the monthly salary of Employee multiplied by the number of months left on the unexpired term of the Agreement. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

F. In the event Employee is terminated, the Employee shall be paid out for accrued but unused vacation, compensatory time, and administrative leave. Accrued sick leave benefits shall be paid in accordance with District personnel policy.

G. If Employee resigns at the request of the General Manager, Employee shall be deemed terminated without cause and may be entitled to severance as set forth under Section 7.E.

Section 8: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

General Manager
Las Gallinas Valley Sanitary District
101 Lucas Valley Road, Suite 300
San Rafael, CA 94903

Amy Shultz
956 Edwards Ave
Santa Rosa, CA 95401

Alternatively, notices required pursuant to the agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date

of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 9: General Provisions

A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreements between the parties with respect to such employment in any manner whatsoever. Any prior agreements merge into this Agreement and specifically prior employment agreements merge into this agreement.

B. Each party to the Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by both the General Manager and the Employee.

C. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee.

D. If any provision, or any portion, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be interpreted under the laws of the State of California. Venue for any action shall be in the Superior Court for the County of Marin.

F. Employee understands that the Board may, from time to time, revise the District's policies. Employee understands that Employee is subject to those policies and procedures when they are not in conflict with the contents of this Agreement.

G. The Employee may reopen negotiations with regards to this Employment Agreement if the District has not come to agreement with the union on a Memorandum of Understanding between the District and Operating Engineers Local 3 by June 30, 2023. Any increase in salary or benefits renegotiated will be retroactive to July 1, 2023.

IN WITNESS WHEREOF, Las Gallinas Valley Sanitary District has caused this Agreement to be signed and executed on its behalf by its General Manager, and duly attested by its District Secretary, and the Employee has signed and executed this Agreement the day and year first above written.

Date: _____

General Manager
Las Gallinas Valley Sanitary District

Date: _____

Amy Schultz

ATTEST:

Teri Lerch
District Secretary Pro

Seal

APPROVED AS TO FORM:

David J. Byers, Attorney for Las Gallinas Valley Sanitary District

Employment Agreement – Amy Schultz (Administrative/Financial Specialist - Confidential)

Page 9

AGENDA ITEM 7

10/21/2021

PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

**** *Page Left Intentionally Blank* ****

10/21/2021

BOARD MEMBER REPORTS

CLARK

NBWA Board Committee, NBWA Conference Committee, 2021 Operations Control Center Ad Hoc Committee, 2021 Employee Climate Survey Ad Hoc Committee, Other Reports

ELIAS

NBWA , Ad Hoc Engineering Sub-Committee re: STPURWE, 2021 GM Evaluation Ad Hoc Subcommittee, 2021 Operations Control Center Ad Hoc Committee, Other Reports

MURRAY

Marin LAFCO, CASA Energy Committee, 2021 GM Evaluation Ad Hoc Subcommittee, 2021 Legal Services Ad Hoc Committee, 2021 Employee Climate Survey Ad Hoc Committee, Marin Special Districts Association, Other Reports

SCHRIEBMAN

Gallinas Watershed Council/Miller Creek Watershed Council, JPA Local Task Force, NBWA Tech Advisory Committee, Other Reports

YEZMAN

Flood Zone 7, CSRMA, Ad Hoc Engineering Sub-Committee re: STPURWE, 2021 Legal Services Ad Hoc Committee, Other Reports

Zeynep Erdal as moderator. Over 100 participants. Water scarcity/drought resiliency as drivers for RW. Potable reuse expected to grow fastest in West.

Water Supply Reliability and Reuse Perspectives

What is the main reason why your community has a water reuse program? (Select one)

Source: B&V Strategic

40.4%
 For risk mitigation, resilience and/or water scarcity

27.7%
 Effluent disposal

23.3%
 To bolster our full sustainability portfolio

4.3%
 For nutrient trading

4.3%
 Other

How has reuse utilization changed from five years ago? (Select one)

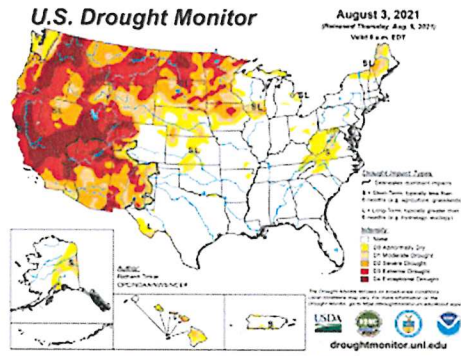
Source: B&V Strategic

65.4%
 More used today

30.8%
 About the same

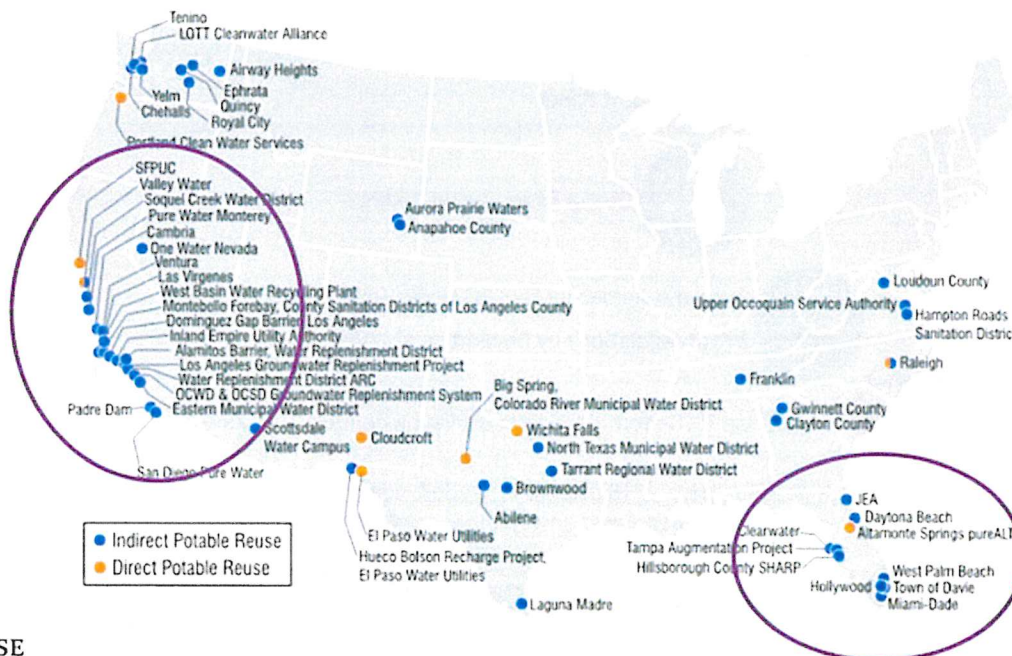
3.8%
 Slightly less used today

Source: B&V Strategic
 Directions Report, 2020 & 2021



Potable Reuse is expected to grow: **88% of respondents** in the West
 Regulatory issues can be a barrier: **27% of all respondents**

Potable Reuse Across US



Including Groundwater & Reservoir augmentation. Raw water and Treated water aug lagging due to lack of engineered buffer, monitoring and treatment tech and public acceptance.

CA Direct Potable Reuse Framework

- State Water Resources Control Board released addendum to Proposed DPR Framework with draft criteria in March 2021
 - Early draft criteria for regulating DPR (includes Raw Water Augmentation and Treated Drinking Water Augmentation)
 - Public comments including those from WaterReuse CA on draft DPR criteria submitted
 - DPR Expert Panel convened fall 2021 to review criteria and assist SWRCB in establishing regulations by end of 2023
- Key Aspects:
 - Draft criteria covers RWA and TWA in the same way
 - Defines the T-M-F planning and administrative requirements
 - Pathogen criteria based on daily risk objectives $<2.7 \times 10^{-7}$
 - Criteria for organic compounds and chemical peaks
 - Treatment train requirements
 - Allows previously certified WTPs to be included
 - Defines administrative and monitoring requirements
 - Meet Drinking Water Standards



Complex treatment trains being proposed. Requires DiPRRA (Direct Potable Reuse Responsible Agency). Requires multiple barriers for pathogen control. Source control and process monitoring in accurate real-time. Cyber security an issue. Blending with regular DW as one of the options. DPR Regs scheduled to be complete by Dec. 2023. Creating uniform expectations for DPR. Timeline:

Timeline



Regulatory and Treatment Requirements

	Maximum Log Reduction Requirement			Pathogenic Organisms (Cryptosporidium, Giardia, Virus, Bacteria, etc.)	Acute Risk
	Virus	Giardia	Crypto		
Groundwater Augmentation	12	10	10	Trace Organic Compounds or CECs (Acetone, Formaldehyde, PFOAs, NDMA, 1,4 Dioxane, etc.)	Chronic Risk
Surface Water Augmentation	12	10	10		
Direct Potable Reuse*	20	14	15		

- Inclusive of WWTP, AWTP, detention time dependent buffer, and DWTP
- Must have 3 - 4 processes with > 1-log for each pathogen
- Maximum 6-log per process
- Online monitoring used to demonstrate credits for each unit process
- *CA Draft DPR Regulations stipulate many other requirements, introduce new terms, require T-M-F plans

Multiple Barriers to Meet the Requirements and Ensure Public Safety

Treatment Train	Virus	Cryptosporidium	Giardia
CAS MF RO UVAOP CI2	≥13.5	≥11.5	≥11.5
CAS O3 MF RO UVAOP CI2	≥16.5	≥11.5	≥11.5
CAS UF O3 BAF UV CI2	≥13.0	≥11.5	≥11.5
IPR Minimum Log Removal Needed	12	10	10
CAS O3 BAC MF RO UVAOP CI2	21.2	22.7	14.4

BAF: Biologically aerated filtration
 BAC: Biologically active carbon
 CAS: Conventional activated sludge
 CI2: Chlorine disinfection

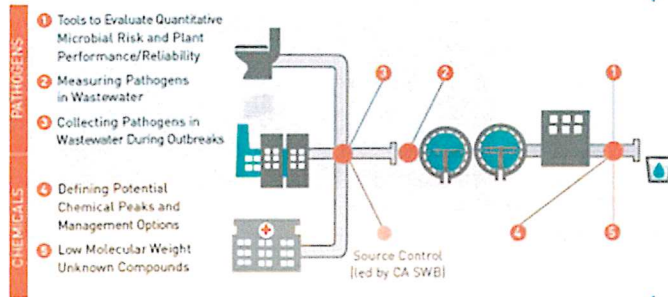
MF: Microfiltration
 O3: Ozonation
 RO: Reverse osmosis

UF: Ultrafiltration
 UV: Ultraviolet disinfection
 UVAOP: UV Advanced oxidation process



Source Control document available from NWRI:

Source Control: A Critical Component of WQ Management



The cover page features the NWRI logo (National Water Research Institute) at the top. The title is 'Enhanced Source Control Recommendations for Direct Potable Reuse in California'. Below the title, it states 'Prepared for California State Water Resources Control Board, Division of Drinking Water, Sacramento, California.' and 'Prepared by National Water Research Institute, 18700 Ward St., Fountain Valley, CA 92708.' The submission date is 'Submitted: March 17, 2020'. At the bottom, the address '18700 Ward St. • Fountain Valley, CA 92708 • 714-378-3278 • nwrri-usa.org' is provided.

/ATEREUSE

Los Angeles DWP: Demand is 1/2 acre feet per year. Water from Delta, Colorado, GW, LA Aqueduct. Only 11% is local or RW. Going for 70% via Operation NEXT: maximizing RW from Hyperion; building IPR GW supplies; and DPR/AWT. 3 different large aquifer/basins. \$8.2 - \$16.2B. And timeline for study complete in 2035. DPR scheduled to be 1/3 of city's water, via LA Aqueduct to DW treatment plan.

East coast: PR at Altamonte Springs in FL etc but most plants are demos, pilot studies. DPR not on the radar. Primary driver is effluent disposal vs water supply due to nutrient d/c contaminant in water streams. Regulations said AWT if d/c to environment so RW was cheaper alternative. Also thought GW/surface water supply was infinite. But w/population growth, demand increased and water supply now seen as limited. 5 Water Management Districts in FL and all belong to the state. RO not considered the only solution. RW recognized as source water.

Key Elements of PRC Recommendations

- Framework document published in Jan 2020
- Flexibility in process selection
 - Not “one size fits all”
 - Allows for innovative technologies while protecting public health
 - RO is not the only solution
- Reclaimed water recognized as a source water
 - Advanced treatment facilities permitted as drinking water facilities
 - Source water characterization
 - Acceptable risk threshold of 1×10^{-4}
- Senate Bill 712 directed FDEP to begin rule revisions for potable reuse by Dec. 2020
 - Incorporate PRC recommendations
 - Recognize reclaimed water as a source for potable water supply



Framework for the Implementation of Potable Reuse in Florida

Prepared for
Florida Potable Reuse Commission

Collaborative Partners
WaterReuse Florida
Florida Section of the American Water Works Association Water Utility Council
Florida Water Environment Association Utility Council
Water Research Foundation
WaterReuse Association

Multi-Barrier/Layered Protection

- Collection system
 - Enhanced source control
 - Early spill warning
- Wastewater Treatment Facility
 - Advanced waste treatment and disinfection
 - Diversion of off-spec water
- Advanced Treated Water
 - Control of unregulated constituents of emerging concern
 - Pathogen removal
 - Treat, control or manage chemical peaks – rapid, short-lived increases in concentration

Key Features of May 2021 Draft Rule - Pathogens

PRC Recommendation

- Address pathogen removal for potable reuse in drinking water regs
- Flexibility to use specific level of treatment (log reduction credits) or using source water characterization, propose an approach to meet an acceptable 1×10^{-4} risk threshold

Rule Draft (62-550)

- At least 2 separate processes for each pathogen
- A single process cannot be credited with more than 6-log removal
- 10-10-12 for Giardia, Cryptosporidium, and viruses
- Credits from wastewater treatment, environment, advanced treatment, drinking water plant.
- Site specific pathogen testing to allow alternative log reduction requirements

Key Features of May 2021 Draft Rule – Pilot Testing and Treatment Technology

PRC Recommendation

- Flexibility in process selection
- Recommends “Appropriate Treatment Technology”
 - Allows for innovation and recognizes advancements in technology
 - Based on source water characterization
 - A list of technologies but no single technology specified or favored

Rule Draft (62-610 and 62-555)

- Requires wastewater permit modification for pilot
- 12 month testing requirement (shorter duration can be requested)
- Reclaimed water must be the same or better than other sources of water
- Specifies treatment technologies
- Requires TOC of 0.5mg/L
- 9 indicator compounds based on source water characterization
- Alternative treatment technology can be approved if meets the listed requirements

Low TOC requirement almost requires use of RO vs other good treatment alternatives.

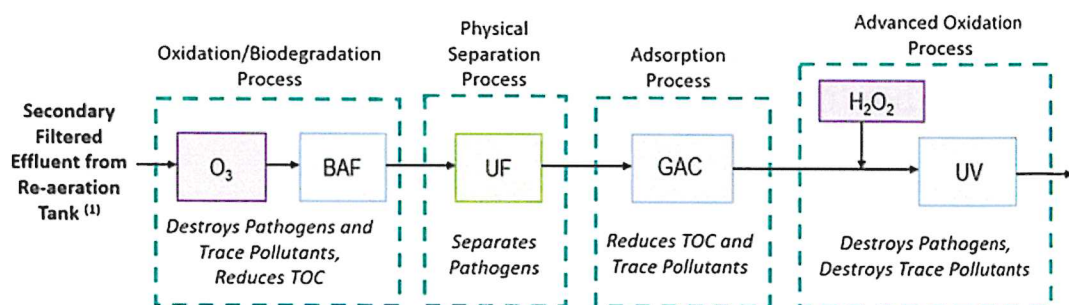
Project Apricot in Altamonte Springs FL: Replumbed entire city with 100 miles of purple pipe for RW 30 years ago. Using 88% of water; 12% still d/c to river. All people now using RW for outdoor irrigation. Then interstate was going to be widened, requiring more stormwater management, leading to A-First project. Able to consolidate stormwater collection and treatment into RW system.

Too much water so extended RW pipeline to nearby city; RW is at 99% beneficial reuse. Only extreme wet weather events like hurricanes cause d/c. Now looking at potable reuse because safe yield of GW basin now understood to be less than what was previously allocated, so can no longer w/d that amount. Economically limited for RO due to brine disposal issue. Advanced treatment system w/o RO meets all regulated and unregulated criteria for potable water reuse.



Designing Advanced Treatment for Water Quality Success *without RO*

Leveraging decades of Ozone+Biofiltration experience from the drinking water industry



Summary – What does this History Tell Us

- Explosive growth first overwhelmed the assimilative capacities Florida's sensitive surface waters
- We are now reaching the limits of our traditional drinking water supplies in parts of the state due to continued increases in population
- The City of Altamonte Springs and Florida as a whole has been successful in addressing these challenges with goal oriented regulations

The Concerns with Prescriptive Regulations

- Inhibits innovation
- Based on worst case scenario leading to increased costs
- Language really matters:
 - Draft rule language specified wastewater treatment upstream of the potable reuse treatment system that would have prohibited the pureALTA
 - A bias toward membrane treatment will likely render potable reuse infeasible for inland utilities with limited brine disposal options

Q&A:

Obstacles?

Not obvious that FL needs water! Unlike CA. The water out there is an environmental need. So public engagement is difficult. As move into implementation, expect the public to be more involved. All the meetings have been public in FL but not many people outside of the tech and regs showed up. CA strategies: continue to provide big program outreach. Cost is big issue. Need to see it's a generational project. Need for local sustainability. Era of "affordable" water is coming to an end. WR is required. As shift to DPR, this is costly. How can we afford this? Even more than health and safety issues for these projects.

Develop a strategy for where the water is coming from and where it's going; "buckets" in system graphic; to show how much water this will generate; leveraging costs by partnerships w/other agencies and align strategies. Infrastructure partnerships.

Important to have all of staff and politicians to know and understand what you are doing. Because friends and family will be asking them! And that info is more trusted than anything in public hearings.

Barrier of not having regulations in place, so hard to move forward!

COCs? PFAs?

Future uncertainty keeps us all up. Treatment level is SO high, the conservative nature of the state board, is to protect now and in the future.

DeFacto RW:

FL puts a lot of water on the land, which then percs into the ground and gets natural tx on the way. Mississippi river the poster child for that. Colorado river ditto. Gets RW before reaching DW pipeline, but public not concerned by this.

Contact Us

www.bv.com

Zeynep Erdal, PhD, PE
Integrated Solutions Leader
ErdalZ@bv.com

Jo Ann Jackson, PE
One Water Leader
JacksonJA@bv.com

www.ladwp.com/OperationNEXT

Johan Torroledo, MS, PE
Manager for Operation NEXT
(213) 367-2296

Jesus Gonzalez, PE
Manager for Water Recycling Policy
(213) 367-1120

www.altamonte.org/754/pureALT

David Ammerman, PE
City of Altamonte Springs, Division Director Water, Wastewater & Reuse
DAmmerman@altamonte.org
407.571.8712

ATEREUSE



BOARD MEMBER MEETING ATTENDANCE REQUEST

Date: _____ Name: _____

I would like to attend the _____ Meeting
of _____

To be held on the _____ day of _____ from _____ a.m. / p.m. to
_____ day of _____ from _____ a.m. / p.m.

Location of meeting: _____

Actual meeting date(s): _____

Meeting Type: (In person/Webinar/Conference) _____

Purpose of Meeting: _____

Meeting relevance to District: _____

Request assistance from Board Secretary to register for Conference: YES NO

Frequency of Meeting: _____

Estimated Costs of Travel (if applicable): _____

Date submitted to Board Secretary: _____

Board approval obtained on Date: _____

Please submit this form to the Board Secretary no later than 1 week prior to the Board Meeting.

**** *Page Left Intentionally Blank* ****

10/21/2021

BOARD AGENDA ITEM REQUESTS

Agenda Item 9B#

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

**** *Page Left Intentionally Blank* ****

Marin Voice

3

By Drew McIntyre

In recent months, North Marin Water District officials have received questions, comments and ideas from customers and others about how we plan to ensure reliable water supplies as we face a hotter and drier future.

As the authority serving Novato and West Marin, we would like to provide an update.

In late September, NMWD’s Board of Directors approved a significant new local water supply enhancement study to identify potential new water sources for district customers. The enhancement study will explore numerous water supply options, including expanding water recycling, adding desalination, capturing and storing stormwater, increasing Stafford Lake’s capacity and storing water in underground basins in wet years and saving it for dry years. The goal of this study is to identify local solutions for possible implementation.

District leaders are committed to increasing long-term water supply reliability for our customers. In 2018, the district updated its strategic plan. Increasing long-term water supply reliability was definition as the No. 1 goal.

We have been working to increase the water supply since that goal was established. For example, in 2019, the district joined a water supply resiliency study with Marin Municipal Water District and seven other water suppliers that receive water from the Russian River and the Sonoma County Water Agency.

The regional study is scheduled for completion in Summer 2022.

Because of the current drought, we accelerated the schedule to identify some new near-term water supply projects this fall.

The local water supply enhancement study continues the district’s long tradition of proactive water management in Novato. NMWD’s forward-thinking approach to sustainable water supplies has been demonstrated by the major water projects constructed in nearly every decade from the 1950s through today.

customers monitor their water use and detect leaks.

Last winter, we anticipated water needs during this severe drought, and the district imported water to refill Stafford Lake to more than one-half of its capacity for use this summer. We will refill the lake again in the coming winter if the drought continues.

The residential recycled water pick-up program and recycled water truck programs are back.

Residential customers can fill tanks and containers with clean, safe recycled water for hand watering of outdoor plants. Contractors with water trucks can pick up recycled water for dust control, power washing, mixing concrete, street cleaning and more. See our website at NMWD.com or call 415-897-4133 for details.

In addition, our industry-leading conservation programs have helped build a permanent culture of mindful water use in Novato and West Marin. We are especially grateful for our customers’ conservation efforts during this severe drought. Through their cooperative actions, our customers are on track to meet districtwide conservation requirements.

New water projects can take time to complete, so we need to keep conserving. Careful water use stretches our existing supplies, especially during droughts. It helps provide time to identify, plan and implement new projects to ensure a sustainable water future for Novato.

We will keep the public informed and invite customer questions and input as we identify new water supply opportunities. Learn more about our efforts on the website and to take advantage of our “WaterSmart” portal, free home surveys, rebates and other water conservation information and resources.

Drew McIntyre is general manager of the North Marin Water District.

In recent years, the district, along with two local sanitary districts, massively expanded the recycled water system.



(2)

In recent years, the district, along with two local sanitary districts, massively expanded the recycled water system. As a result, NMWD now delivers more than 250 million gallons of recycled water each year to large landscape irrigation customers and drive-through car washes.

Every gallon of recycled water used saves a gallon of valuable drinking water for our potable water customers.

In 2019, NMWD installed electronic meters providing realtime data to help



[Copyright Terms and Terms of Use. Please review new arbitration language here.](#)

Powered by TECNAVIA

Water pipeline could be limited

RICHMOND BRIDGE

Drought-relief option might only deliver about 60% of its capacity

By Will Houston

whouston@marinij.com

A proposed water pipeline seen as a key drought-relief option for Marin County might only be able to deliver about 60% of its capacity, officials say.

The potential \$90 million duct across the Richmond-San Rafael Bridge is the emergency backup plan by the Marin Municipal Water District if the drought worsens. The district could deplete its reservoir supplies next summer if the area experiences a third consecutive dry winter.

The proposed 8-mile pipeline would have the capacity to pump in 13.5 million gallons of water, enough to meet the vital indoor needs for residents under a worstcase scenario where local reservoirs go dry and water imports from Sonoma County are entirely cut off, staff said.

The district plans to purchase water for the

pipeline from agricultural producers in the Sacramento Valley. The East Bay Municipal Utility District, also known as East Bay MUD, would act as a go-between by funneling the purchased water more than 100 miles to its distribution system at Point Richmond before it is pumped over the bridge into Marin.

However, officials told the Marin Municipal Water District board on Tuesday that limitations in the distribution system at Point Richmond could result in it only being able to reliably pump in about 8 million gallons per day,

DROUGHT» PAGE 4

Drought

FROM PAGE 1

or about 41% less than the pipeline's capacity.

"At certain times, if we were to draw more than the 8 million gallons, there is a chance that the water pressure would drop for some of their customers," Paul Sellier, the district's operations director, said Wednesday.

Marin water officials say the 8 million gallons per day is a very conservative estimate. East Bay MUD spokesperson Andrea Polk said the district has no projects planned at this time that would increase the pumping capabilities beyond that amount.

3
acre-feet of potable water in all of 2020. An acre-foot of water is about 326,000 gallons.

If the pipeline was able to carry the full 13.5 million gallons per day, it would be able to bring in more than 15,000 acre-feet of water per year into Marin. The 8 million gallons per day limit now anticipated would bring in about 9,000 acre-feet per year.

While the district is planning for a worst-case scenario, Sellier said the district anticipates receiving about 4,000 acre-feet of Sonoma Water imports next year and for local reservoirs to receive some water this coming winter. These supplies along with the pipeline water would be enough to get ratepayers through next year, he said.

Getting the full 8 million gallons per day would require East Bay MUD to install new piping and pressure sensors, staff said, which the Marin Municipal Water

(2)

“Overall, we want to help Marin and the region in whatever way we can and we need to do it in a way that protects our customers as well,” Polk said Wednesday.

East Bay MUD serves about 1.4 million customers in Alameda and Contra Costa counties.

Larry Bragman, a board member at the Marin Municipal Water District, said this reduction would mean the district would likely need to augment the pipeline water with local supplies in order to meet indoor demands.

“Is that doable? I think if we put all these various supply options together we’re going to get through this,” Bragman said during Tuesday’s meeting.

The news came as a surprise to some ratepayers on Tuesday.

“Eight million gallons per day from this pipeline is a big disappointment compared to what we’d heard before,” Larkspur resident Ed Jameson told the board.

The Marin Municipal Water District’s seven reservoirs make up 75% of its water supply while Sonoma Water imports make up the remainder. Forecasts show the district could deplete its main reservoir supplies by next summer should the region experience a third consecutive dry winter this year.

Marin water officials said they would need about 10,000 to 15,000 acre-feet of water per year to ensure residents have enough water for vital indoor uses such as cooking, sanitation and hygiene. Outdoor uses such as lawn watering would be banned.

For comparison, Marin Municipal Water District customers used about 28,200



(4)

District would reimburse. Ben Horenstein, the utility’s general manager, said there may be options to increase pumping capacity beyond that amount, such as pumping more water into the pipeline during times when East Bay water demands are lowest.

“We have a number of strategies, looking at 8 (million gallons) as a floor with the expectation that we’ll be able to bump that up,” Horenstein told the board.

The district board approved a memorandum of understanding with the East Bay Municipal Utility District on Tuesday that provides a framework for how the two agencies would work together. The memorandum states the district will reimburse East Bay MUD up to \$500,000 for planning and any related operations associated with the project. A more formal agreement is being developed.

The agreement also states that East Bay MUD will only help transfer the water to Marin so long as its own water supply needs are met first.

The agreement is set to go to East Bay MUD’s general manager for approval in the coming weeks, according to Polk.

Copyright Terms and Terms of Use. Please review new arbitration language here.
Powered by TECNAVIA

Big step for water pipeline on span

MARIN MUNICIPAL

\$1.25M design contract approved by district

By Will Houston

whouston@marinij.com

The Marin Municipal Water District has authorized the full design of a water pipeline across the Richmond-San Rafael Bridge in case its reservoirs go dry next summer.

The board's unanimous approval of the \$1.25 million design contract marks one of several significant investments the district will consider to have the 8-mile pipeline in place in July.

District forecasts show its main reservoir supplies could be depleted by July should the area experience a third consecutive dry winter this year. The district serves 191,000 residents in central and southern Marin.

While board members noted the design contract is an investment, it is not the final approval for the project.

"Going forward with this doesn't mean we can't go in another direction," Cynthia Koehler, the board

Water

FROM PAGE 1

tural producers. The water purchases are still under negotiation.

Using a network of canals, pumping sites and reservoirs, the water would travel more than 100 miles to the East Bay before being pumped over the bridge from Richmond into Marin. The district intends to pay for the project by issuing bonds. The district is working under a breakneck schedule to design, permit and construct the pipeline by next summer. This schedule will require the board to decide whether to make an estimated \$18 million to \$25 million investment in piping and other construction materials at its Oct. 19 meeting. Materials need to be purchased early to ensure that they are manufactured and ready for

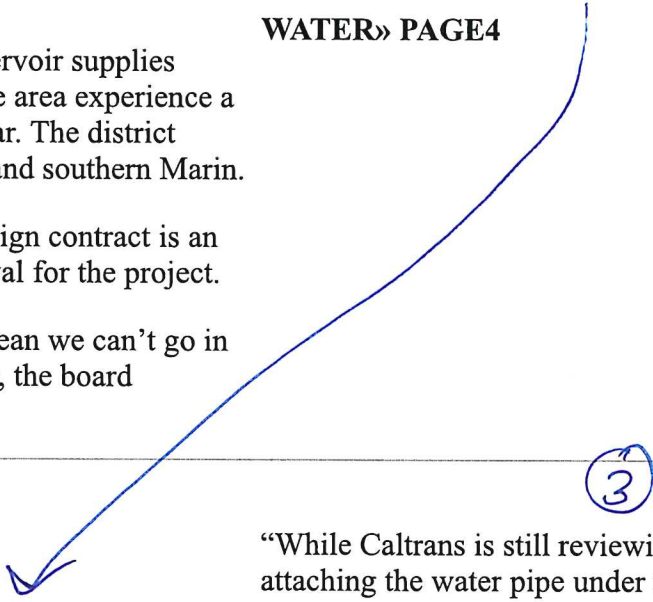
president, said on Tuesday.

The design contract was awarded to Canada-based WSP Global Inc., which received \$154,500 from the district earlier this year for preliminary design studies of the pipeline. The contract approved this week also includes a contingency of about \$208,000.

The full design is expected to be completed in late February, according to the contract.

The estimated \$60 million to \$90 million pipeline across the bridge would bring in water purchased from Sacramento Valley agricul-

WATER» PAGE4



3

"While Caltrans is still reviewing alternatives, attaching the water pipe under the top deck makes sense because it would continue the benefits of the bike path and require fewer permits," Caltrans District 4 spokesman Vince Jacala said.

The bike path, which opened in late 2019, is part of a four-year pilot project led by Caltrans, the Bay Area Toll Authority and the Transportation Authority of Marin. At the end of the pilot phase, officials will determine whether to continue operating the bike path or potentially convert it into a third lane of westbound traffic. Sellier said the preferred pipeline configuration would allow these uses to continue while also allowing Caltrans to more safely use its bridge inspection equipment.

Cycling advocates supported the district's preferred option. "This option will best support the bridge's primary function, namely the transportation of people



2
construction use by early 2022, according to district staff.

An estimated \$40 million construction contract might go to the board in January should it decide to proceed with the project.

Unlike other Bay Area water suppliers, the Marin district relies on seven local reservoirs for 75% of its water supply. Those reservoirs are now just a third full. Water imports from Sonoma County that make up the district's remaining supply have been cut by 20% because of the drought and could be curtailed further if conditions worsen. The water district built a pipeline across the Richmond-San Rafael Bridge in 1977 when it faced running out of water supplies. At that time, the pipeline lay on the top deck of the bridge, where the bicycle and pedestrian path is now. The pipeline was removed in 1982 at the request of Caltrans so the space could be used for traffic.

This time around, the district and Caltrans determined the best placement for the pipeline to be the underside of the top deck. This is in part because the pipeline might become a permanent fixture of the bridge that can be used in future droughts.

Paul Sellier, the district operations director said, this configuration is preferred because it "preserves the current and future uses for the bridge."

While Sellier said a cost comparison between the two configurations was available in the Caltrans assessment, he did not release it this week because it has not been presented to the board. He said the cost difference "is not as much as people might think."

It will be presented at the board's Oct. 19 meeting.



4
and goods, while also facilitating drought relief efforts," said Warren Wells of the Marin County Bicycle Coalition. "While we understand that users of the multi-use path may experience some disruption during pipeline construction, we've asked MMWD to take all feasible steps to minimize this."

Mimi Willard, president of the Coalition of Sensible Taxpayers, said the cost differential between the two configurations should be taken into account along with whatever disruptions each option might have.

"That is something that the board and the public should be made aware of before any decision is made," Willard told the board last week.

Caltrans also studied whether to place the pipeline below the lower deck. That option is no longer being considered because it would require lower clearance under the bridge and trigger a lengthy permitting process by the U.S. Coast Guard, Sellier said.

"This option will best support the bridge's primary function, namely the transportation of people and goods, while also facilitating drought relief efforts."

— Warren Wells of the Marin County Bicycle Coalition

In your town

SAUSALITO

Outdoor movie planned at park

The crowdsourced documentary “Motherload” is showing 7 p.m. at Gabrielson Park on Friday.

The free screening is hosted by the Pedestrian and Bicycle Advisory Committee and Sausalito Parks and Recreation. A question-and-answer session with the filmmaker will follow.

The Marin County Bicycle Coalition and other organizations will be on hand to share information about sustainability.

Attendees are encouraged to bring a blanket or low chairs for seating on the lawn area.

SAN RAFAEL

Ramp closures set for Highway 101

Caltrans is set to begin a weekend closure for the northbound Highway 101 Central San Rafael offramp bridge replacement project.

The closure starts at 10 p.m. Oct. 22 and reopens at 5 a.m. Oct. 25.

The project is one of several along Highway 101 between the Golden Gate Bridge and San Rafael through early winter. Advisories will be issued for each phase of work. Updates will be posted on the Caltrans and city websites.

Email chiconda.davis@dot.ca.gov or call 510-7157906 to learn more.

Sanitary district member resigns

Las Gallinas Valley Sanitary District board member Rabi Elias has announced he will resign effective

Dec. 2.

Elias, first appointed in 2013, cited personal reasons for the decision. His term extends through December 2022. The board will consider filling the seat at a meeting Dec. 2.

To apply, visit lgvsd.org.

ROSS VALLEY

Inspectors conduct property evaluations

Inspectors will conduct wildfire safety inspections at homes in San Anselmo and Ross beginning the week of Oct. 11.

Residents are encouraged to accompany inspectors to tour the grounds, or inspectors will evaluate properties from the road or driveway. A report will be online 24 hours after an evaluation with tips to reduce vulnerability.

Contact dspace@marinwildfire.org or 2751185 to learn more.

[Copyright Terms and Terms of Use. Please review new arbitration language here.](#)

[Powered by TECNAVIA](#)
