

**NORTH MARIN
WATER DISTRICT**

**NORTH MARIN WATER DISTRICT
AGENDA - REGULAR MEETING
April 3, 2012 – 7:30 p.m.
District Headquarters
999 Rush Creek Place
Novato, California**

Information about and copies of supporting materials on agenda items are available for public review at 999 Rush Creek Place, Novato, at the Reception Desk, or by calling the District Secretary at (415) 897-4133. A fee may be charged for copies. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Secretary as soon as possible, but at least two days prior to the meeting.

Est. Time	Item	Subject
7:30 p.m.		CALL TO ORDER
	1.	APPROVE MINUTES FROM REGULAR MEETING , March 20, 2012
	2.	GENERAL MANAGER'S REPORT
	3.	OPEN TIME: (Please observe a three-minute time limit) This section of the agenda is provided so that the public may express comments on any issues not listed on the agenda that are of interest to the public and within the jurisdiction of the North Marin Water District. When comments are made about matters not on the agenda, Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or direct staff to place a matter of business on a future agenda. The public may also express comments on agenda items at the time of Board consideration.
	4.	STAFF/DIRECTORS REPORTS
		<p>CONSENT CALENDAR</p> <p>The General Manager has reviewed the following items. To his knowledge, there is no opposition to the action. The items can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person.</p>
	5.	Consent - Approve Temporary Water Service Request-NFPD Sta. 64 Temporary Structure
	6.	Consent - Approve CIMIS Station #225 Land use Agreement
		ACTION CALENDAR
	7.	Approve: Recycled Water Expansion South Service Area- Phase 1a: Award Construction Contract
	8.	Approve: Approve Cooperative Agreement and Utility Agreement between the State of California and North Marin Water District for CalTrans' MSN B1 and NMWD's AEEP Reach E Projects
	9.	Approve: Change Order to Nute Engineering Contract for Recycled Water South Service Area
	10.	Approve: Notice of Completion - Recycled Water Expansion North Service Area Segment 3
		INFORMATION ITEMS
	11.	Director Email Accounts
	12.	TAC Meeting - April 2, 2012

All times are approximate and for reference only.
The Board of Directors may consider an item at a different time than set forth herein.

Est. Time	Item	Subject
	13.	MISCELLANEOUS Disbursements Sonoma County Water Agency Press Release- "Miracle March" Rainfall Improves Water Supply Outlook <u>News Articles:</u> North Marin Water District Receives Recognition Rain brings water levels back up
8:30 p.m.	14.	ADJOURNMENT

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DRAFT
NORTH MARIN WATER DISTRICT
MINUTES OF REGULAR MEETING
OF THE BOARD OF DIRECTORS
March 20, 2012

6 **CALL TO ORDER**

7 President Petterle called the regular meeting of the Board of Directors of North Marin Water
8 District to order at 7:30 p.m. at the District headquarters and the agenda was accepted as
9 presented. Present were Directors Jack Baker, Rick Fraites, Dennis Rodoni and John Schoonover.
10 Also present were General Manager Chris DeGabriele, Acting Secretary Katie Young, Auditor-
11 Controller David Bentley and Chief Engineer Drew McIntyre.

12 District employees Robert Clark (Operations/Maintenance Superintendent), Doug Moore
13 (Construction/Maintenance Superintendent) Carmela Chandrasekera (Associate Engineer), David
14 Ramsey, from Ifland, and Steve Wrightson, from The Covello Group, were in the audience.

15 **MINUTES**

16 On motion of Director Schoonover, seconded by Director Fraites and unanimously carried,
17 the Board approved the minutes from the previous meeting as presented.

18 **GENERAL MANAGER'S REPORT**

19 Chris DeGabriele informed the Board that last week he attended the Legislative Symposium
20 in Sacramento and also attended ACWA's Local Government Committee Meeting. He stated that
21 the common discussion among the two meetings was the governor's 12-point plan for pension
22 reform. Mr. DeGabriele opined that he doesn't think the governor's plan will make it through the
23 legislature. He stated that there are two ways the legislative can go about it, one way would be a bill
24 proposed in the two houses where the assembly and senate work through to reconcile the bill and
25 the second would be a conference committee that craft legislation to be introduced and voted with a
26 floor vote expected to be seen around April.

27 Mr. DeGabriele stated that he and Director Rodoni have a meeting with Sonoma County
28 Water Agency on another approach to convince the U.S. Army Corps of Engineers to fund its share
29 the Russian River biological opinion.

30 Mr. DeGabriele informed the Board that he received an email last week stating that the rain
31 fall which occurred on Lagunitas Creek exceeded the dry year minimum and that there would be
32 normal year flow this summer in Lagunitas Creek.

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2 **OPEN TIME**

3 President Petterle asked if anyone in the audience wished to bring up an item not on the
4 agenda and there was no response.

5 **STAFF / DIRECTORS' REPORTS**

6 President Petterle asked if staff or Directors wished to bring up an item not on the agenda
7 and there was no response.

8 **MONTHLY PROGRESS REPORT**

9 Mr. DeGabriele reviewed the Monthly Progress Report for the month of February. He stated
10 that water production in Novato is up 2% over last year and is 3% below last year in West Marin. He
11 noted that Stafford Lake has 665 MG in storage through February 9th, about 46% capacity. Mr.
12 DeGabriele stated that Lake Sonoma currently holds 213,000 acre-feet, Lake Mendocino holds
13 approximately 71,000 acre-feet and Marin Municipal reservoirs are at 94% of capacity. Mr.
14 DeGabriele stated that in Oceana Marin both treatment and storage ponds have good freeboards.
15 Mr. DeGabriele reported that the Summary of Complaints and Service Orders indicates that leak
16 complaints are up 100% from a year ago.

17 Mr. Bentley reviewed the investment report and stated that at the end of February, there was
18 \$10 M in the bank, and the weighted average portfolio rate was 0.45% for the month of February. He
19 informed the Board that the District received its first payment of State Revolving Funds totaling \$1.9
20 M for Recycled Water reimbursement and the state has agreed to loan the District \$9.6 M total.

21 **CONSENT CALENDAR**

22 On the motion of Director Schoonover, seconded by Director Baker and unanimously
23 carried, the following items were approved on the consent calendar:

24 **APPROVE: QUITCLAIM EXISTING UNUSED PORTION EXISTING CHIPOTLE MEXICAN GRILL**
25 **EASEMENTS IN TRADE FOR NEW EASEMENT**

26 With execution of the Chipotle Mexican Grill Water Service Agreement, staff secured a
27 waterline easement from Novato Realty Partners, LLC, a California Limited Liability Company, at
28 that time for new on-site water mains required for the project. The old easement alignment on said
29 parcel is now obsolete. The District must record a quitclaim to properly remove the old easement
30 encumbering said parcel.

1 The Board unanimously approved Resolution No. 12-05 entitled, "Authorization of Execution
2 of Quitclaim Deed to Ronald F. Mei."

3 **APPROVE : QUITCLAIM EXISTING UNUSED HEIDRUN MEADERY FIRE SERVICE EASEMENT**
4 **IN TRADE FOR NEW EASEMENT ALIGNMENT**

5 With execution of the Heidrun Meadery Fire Service Water Service Agreement, staff
6 secured a waterline easement from Point Reyes Farm LLC, at that time for new on-site water mains
7 required for the project. The old easement alignment on said parcel is now obsolete. The District
8 must record a quitclaim to properly remove the old easement encumbering said parcel.

9 The Board unanimously approved Resolution No. 12-06 entitled, "Authorization of Execution
10 of Quitclaim Deed to Point Reyes Farm, LLC A California Limited Liability Company."

11 **ACTION CALENDAR**

12 **APPROVE: DISTRICT EMAIL ACCOUNTS FOR BOARD OF DIRECTORS**

13 David Bentley recommended the Board use District email accounts. He informed the Board
14 that in the event of a public record request, personal email accounts of elected officials can become
15 a public record, should they be used for District business. Mr. Bentley explained to the Board that
16 the District will set up email accounts for Directors who request it and the District Secretary would
17 check the account everyday and would print out the email and mail it to the Director's.

18 Director Petterle asked if the email can be accessed remotely from home. Mr. Bentley
19 responded yes, that the District could set up a password and the Directors would have the ability to
20 access their emails.

21 Director Fraites, Director Petterle and Director Schoonover requested to have a District
22 email account established.

23 On the motion of Director Fraites, seconded by Director Schoonover and unanimously
24 carried, the Board authorized staff to establish District email accounts for any Director that
25 requested one.

26 **APPROVE: SERVICE CONNECTION CREDIT**

27 Chris DeGabriele reminded the Board about the changes proposed to Regulation #3, which
28 will change the way credit for existing services are applied where redevelopment occurs on an
29 property with an existing water service. He informed the Board that the draft revision to the
30 regulation was reviewed by legal counsel. He stated that the District proposes that no credit be
31 issued for the value of the meter or reimbursement fund charge.

1 The Board unanimously approved Resolution No. 12-07 entitled, "Amending Regulation 3-
2 Change of Service Connection".

3 **APPROVE: GHD (FORMERLY WINZLER & KELLY) CONSULTING ENGINEERING SERVICES**
4 **CONTRACT AMENDMENT NO. 3 – AEEP**

5 Drew McIntyre advised the Board that Winzler & Kelly have now become GHD, Inc. He
6 stated that the District is requesting a contract amendment for consulting services related to the
7 District's Aqueduct Relocation and Energy Efficiency Project. Mr. McIntyre reminded the Board that
8 back in September 2010, the Board approved \$423,000 for the project along with a 10%
9 contingency, for other potential work. He stated that there is still additional need for on-going design
10 support services and would like to request \$25,000 for additional support.

11 On the motion of Director Schoonover, seconded by Director Fraites and unanimously
12 carried, the Board authorized the General Manager to execute Amendment No. 3 to increase GHD,
13 Inc.'s fee by \$25,000 for ongoing design support services related to the District's AEE Project and
14 CalTrans' Marin Sonoma Narrows Project.

15 **INFORMATION ITEMS**

16 **RECYCLED WATER EXPANSION PROJECT NORTH SERVICE AREA - UPDATE**
17 **PRESENTATION BY THE COVELLO GROUP**

18 Mr. McIntyre introduced Steve Wrightson, Project Manager of The Covello Group,
19 construction manager for the Recycled Water Expansion Project in the North Service Area and who
20 presented an overview to the Board at the beginning of the year on the progress and has returned to
21 present the Board with an update. Mr. McIntyre stated that three out of the four Recycled Water
22 Project Segments in the North - Segments 1, 3 and the Plum Street Tank Rehabilitation has been
23 essentially completed.

24 Mr. Wrightson stated that Segment 1 began at Bugeia and H Lane to Atherton and Olive
25 Avenue, the work was performed by Ghilotti Construction and is 100% complete.

26 Mr. Wrightson said that Segment 2 location is Olive and Summers to Redwood and Wood
27 Hollow and the contractor is Ranger Pipelines. He stated that it is the remaining segment and is
28 nearly 10,000 ft of 12-inch diameter recycled water line, ¾ of which will be installed by directional
29 drilling, which causes less impact to traffic and to the roads. Mr. Wrightson and Mr. McIntyre
30 explained to the Board what directional drilling consisted of and invited them to observe the project.
31 Mr. Wrightson said that the project is expected to be completed before the October 12th project

1 completion. He said that there have been a few change orders due to the city encroachment permit
2 being more expensive and needed service connections.

3 Mr. Wrightson stated that Segment 3 project location was Atherton and Olive Avenue to
4 Olive and Summers and that this segment was completed on January 27th. He said that they are
5 still negotiating change orders and there should be a Notice of Completion to the Board in early April
6 for acceptance.

7 Mr. Wrightson said that the Plum Street Tank Rehabilitation is almost completed. He said
8 there were problems with corrosion and severe pitting on the walls of the existing tank was
9 discovered which required a change in the type of coating used. He stated that in addition, there
10 was corrosion found on the floor of the tank, some of which rusted through the floor. The change
11 order for this extra work was \$40,000.

12 Mr. Wrightson informed the Board that there has been no accidents or injuries reported on
13 the jobs.

14 The Board thanked Mr. Wrightson and he left the meeting.

15 **FY12/13 SCWA PURCHASED WATER COST**

16 David Bentley informed the Board about the negotiations that occurred with Sonoma County
17 Water Agency on participating in financing for common facilities allocated in the FY13 budget rather
18 than paying cash. He stated that the District decided to pay \$64,000 for next 30 years to participate
19 in the debt issuance, which will result in a purchased water price increase of 4% over the current
20 FY12 cost. He stated that participating in the debt issuance and keeping \$1.1M in the District's
21 account, gives the District more flexibility for whatever may arise.

22 **NORTH BAY WATER REUSE AUTHORITY BOARD MEETING - FEBRUARY 27, 2012 &**
23 **WASHINGTON DC LEGISLATIVE VISIT (ORAL REPORT)**

24 Director Baker provided a summary of his meetings in Washington D.C., where an NBWRA
25 contingent visited elected officials and bureaucrats, and advocated for continued funding of the
26 NBWRA program.

27 Drew McIntyre provided an update on the status of the ARRA grant funding. He informed the
28 Board that the funding commitment was received for the Recycled Water South Service Area and
29 Disney Construction was issued the Notice to Proceed.

30 **MISCELLANEOUS**

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MEMORANDUM

To: Board of Directors

March 30, 2012

From: Drew McIntyre, Chief Engineer



Subject: Temporary Water Service Request-NFPD Sta. 64 Temporary Structure
APN 157-400-14

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RECOMMENDED ACTION: Approve Request for Temporary Service

FINANCIAL IMPACT: None

The District received a request on March 16, 2012 from Novato Fire Protection District (NFPD) for temporary water service for the above referenced site. NFPD has requested City approval for a temporary use permit to place a temporary fire station at 105 Roblar Drive, APN 157-400-14 (see attached map). The temporary fire station would consist of a mobile trailer providing living quarters for the on-duty fire firefighters and a pre-fabricated garage to secure one fire engine. The station would be accessed via Roblar Drive, with a small portion of the stations' parking lot located on an unimproved portion of this roadway. The Fire District may need to use the temporary facility for a period of up to 30-months, while it completes the demolition and reconstruction of Station 64 located at 319 Enfrente Drive.

The property is owned by Sonoma Marin Area Rail Transit (SMART) and NFPD has obtained approval from SMART to use the site. Pursuant to NFPD's request and pending City of Novato approval, staff proposes to install a temporary 1-inch lateral and 5/8-inch meter off the 12-inch main located in Roblar Drive. Water service would be installed only after approval of the temporary use permit by the City of Novato.

Environmental Document Review

This project is categorically exempt from CEQA review.

RECOMMENDATION:

That the Board approve authorization of this temporary three (3) year water service pursuant to the attached agreement.

Approved by GM CD
Date 3/30/2012



NO.	DATE	REVISION	BY	APP.
NORTH MARIN WATER DISTRICT NOVATO, CALIFORNIA				
TEMPORARY NOVATO FIRE STATION 105 ROBLAR DRIVE				
DES	DR	CH	SCALE	: 1"=20'-0"
DM	AC	DM	DATE	: 3/29/12
APPROVED: CHIEF ENGINEER			SHEET NO.	: 1 OF 1 SHEETS
R.E. C40936	SERVICE AREA	1	JOB.NO.	2000
				NO001

RESOLUTION NO. 12-
AUTHORIZATION OF EXECUTION
OF
TEMPORARY WATER SERVICE FACILITIES CONSTRUCTION AGREEMENT
WITH
NOVATO FIRE PROTECTION DISTRICT

BE IT RESOLVED by the Board of Directors of NORTH MARIN WATER DISTRICT that the President and Secretary of this District be and they hereby are authorized and directed for and on behalf of this District to execute that certain water service facilities construction agreement between this District and Novato Fire Protection District, providing for the installation of water distribution facilities to provide domestic water service to that certain real property known as 105 Roblar Drive, Marin County Assessor's Parcel Number 157-400-14, NOVATO, CALIFORNIA.

* * *

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted by the Board of Directors of NORTH MARIN WATER DISTRICT at a regular meeting of said Board held on the 3rd day of April, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

(SEAL)

Renee Roberts, Secretary
North Marin Water District

AGREEMENT FOR TEMPORARY DOMESTIC SERVICE
TO NOVATO FIRE PROTECTION DISTRICT
(NFPD STA. 64 TEMPORARY STRUCTURE), MARIN COUNTY, CALIFORNIA
ASSESSOR'S PARCEL NUMBER 157-400-14

THIS AGREEMENT, made and entered into this date _____, 2012, by and between NORTH MARIN WATER DISTRICT, herein called "District", and NOVATO FIRE PROTECTION DISTRICT, herein called "Applicant".

The parties hereto agree as follows:

1. The purpose of this agreement is to set forth the terms and conditions under which the District will furnish a temporary domestic service for use by the Novato Fire Protection District at 105 Roblar Drive, (APN 157-400-14), Marin County, California.
2. All the water furnished by the District hereunder shall be used solely for domestic water to support Novato Fire Protection District Sta. 64 Temporary Structure at 105 Roblar Drive, Marin County, California.
3. All water furnished hereunder shall be delivered, received, used and paid for in accordance with the District's regulations from time to time in effect. The Applicant shall comply with all applicable regulations.
4. All water furnished hereunder shall be metered and delivered to the Applicant at a metered service connection to the District's existing 12-inch main located along Roblar Drive, Novato, Marin County, California. The Applicant shall pay for metered service installation costs including backflow protection device installation and maintenance, if applicable. If the meter requires future relocation for any reason, the Applicant shall pay the District for actual meter relocation costs. The Applicant shall pay for all water delivered at the District's rates from time to time in effect for water service within the Novato Service Area.
5. The District reserves the right to curtail, interrupt or suspend deliveries of water hereunder to the extent necessary to meet the reasonable needs of water users within the territory of the District in the event of a water shortage as determined by the District.
6. This agreement shall terminate on October April 3, 2015.
7. Should the Applicant default in the performance of, or breach any provision, term or condition of this agreement, and fail to cure such default or breach within 30 days after notice thereof, the District, in addition to all other remedies available to it, may forthwith terminate delivery of water to the Applicant.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year first above written.

NORTH MARIN WATER DISTRICT
"District"

Stephen Petterle, President

ATTEST:

Renee Roberts, Secretary

(SEAL)

NOVATO FIRE PROTECTION DISTRICT
"Applicant"

Marc A. Revere, Fire Chief

(SEAL)

NOTES: *If the Applicant executing this agreement is a corporation, a certified copy of the bylaws or resolutions of the Board of Directors of said corporation authorizing designated officers to execute this agreement shall be provided.*

This agreement must be executed by the Applicant and delivered to the District within thirty (30) days after it is authorized by the District's Board of Directors. If this agreement is not signed and returned within thirty days, it shall automatically be withdrawn and void.

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

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MEMORANDUM

To: Board of Directors

March 30, 2012

From: Ryan Grisso, Water Conservation Coordinator *RG*

Subject: CIMIS Station #225 Land Use Agreement
\\Nmwsrv1\water conservation\Memos to Board\CIMIS Station 225 033012.doc

RECOMMENDED ACTION: Board authorize the General Manager to negotiate and execute Agreement between North Marin Water District, State of California Department of Water Resources and Marin Community College District for CIMIS Station.

FINANCIAL IMPACT: \$0

The District is currently involved in the Water Management Technology Education Center (WaMTEC) in cooperation with the Marin Community College District (COM) and Marin Municipal Water District, with a goal to research, develop and demonstrate new water management practices and technologies, and educate industry leaders and the workforce in state of the art landscape water management. The District's initial involvement was to establish a California Irrigation Management Information System (CIMIS) station, to be located at the COM's Indian Valley Campus.

A CIMIS Station uses a variety of weather tracking equipment including solar radiation, wind, and humidity sensors, to calculate evapo-transpiration (ET), which is the term referring to the amount of water that a landscape uses due to evaporation and plant transpiration. This CIMIS station helps educate future landscape water managers on what ET is and how to use ET when managing the irrigation system in the field. Currently the District maintains a CIMIS station (Station #187, Black Point) on the eastern portion of the service area along Highway 37 which experiences more coastal influence from the bay and is slightly cooler.

In February 2009, the Board authorized a Land Use Agreement with the California Department of Water Resources (DWR) and COM, and a CIMIS station was purchased and installed at the COM Indian Valley Campus. At the time, DWR determined this station to be "non-ideal", mainly due to perceived wind obstructions caused by some nearby buildings and trees, and agreed to include it in a non-ideal station pilot study they were conducting at the time. The "non-ideal" status meant that they would not calculate ET, but would retrieve the raw data from the station and analyze the data to determine what affect the wind obstruction would have on the ET calculation. This was not a problem for the educational value of the station for COM as they could have the students calculate ET and learn about the formula and different factors involved in the calculation. Due to funding limitations, the non-ideal station pilot study was cut shortly after the station was installed and DWR has not collected or provided any data from the site.

Approved by GM *CG*

Date 3/30/2012

Recently, District staff has persuaded DWR to take a second look this site, and DWR has tentatively agreed to retrieve the raw data and provide it on their website in a user friendly format. This is fantastic news and will allow COM and the District to easily access the data. However, DWR would like to execute a new Land Use Agreement, giving the site a formal CIMIS Station number (#225) and title (Novato West) along with some other minor changes. The new Land Use Agreement (Attachment 1) is mainly a formality and is very similar to that executed between the District, Novato Sanitary District and DWR for station #187 and is similar to the existing land use agreement with DWR for the station currently installed at COM's Indian Valley campus. This agreement identifies roles and responsibilities for the initial installation and long term maintenance, however the station has already been installed and is fully operational, so no further cost will be incurred for installation. The District will continue to work with COM to maintain the equipment at the station.

RECOMMENDATION

Board authorize General Manager to negotiate and execute the updated Land Use Agreement with the State of California, Department of Water Resources and the Marin Community College District for CIMIS Station #225 (Novato West) at the Marin Community College District's Indian Valley Campus.

DRAFT
STATE of California
DEPARTMENT OF WATER RESOURCES
The California Natural Resources Agency

Weather Station Name: Novato West
Weather Station Number: 225
Non-ETo Station
Date: _____

PERMIT TO USE LAND FOR Non-ETo CIMIS WEATHER STATION (Land Use Agreement)

This agreement is made on this ____ day of _____, 2012, by and between the State of California, Department of Water Resources, North Marin Water District, and the Marin Community College District.

Permission is hereby granted by Marin Community College District, herein called "LANDOWNER", to the State of California, Department of Water Resources, herein called "STATE", North Marin Water District, herein called "COOPERATOR", and their agents and contractors, to enter upon and use a portion of LANDOWNER's property without charge, herein called "SITE", in the county of Marin, as outlined on the attached map for California Irrigation Management Information System (CIMIS) facilities, appurtenances, and incidents. This Permit includes permission for STATE and COOPERATOR to pass over other portions of LANDOWNER's property not specified herein as may be necessary for entrance to and exit from SITE, and subject to the following conditions:

1. STATE and COOPERATOR will use the SITE for the installation, maintenance and operation of a computerized weather station to collect weather information necessary for estimating crop water use under local conditions. This activity is an essential part of CIMIS, which is a program of the California Department of Water Resources to provide irrigation management information to California growers and irrigation water managers. LANDOWNER hereby grants STATE and COOPERATOR a revocable, non-exclusive right, during the time that their agreement is in effect and a reasonable period thereafter for removal of the weather station, to enter upon and use the real property at and around SITE as necessary for access, installation, removal, operation or maintenance of the CIMIS station, or to perform any other action contemplated by this Agreement. This provision gives STATE and COOPERATOR a license only, and is not intended to grant real property interest in SITE or its vicinity.
2. SITE will be a well-maintained grassy area on the College Campus approximately 90 feet by 140 feet. LANDOWNER will maintain this land use configuration for a minimum of five years. SITE must be exposed to unrestricted wind and sun.
3. LANDOWNER will, at no cost to STATE or COOPERATOR, provide water for irrigation of SITE. If equipment necessary for irrigation of the SITE is not provided by LANDOWNER, COOPERATOR shall provide and install suitable equipment at their own expense. The irrigation system shall not impact the weather station in any way.

4. COOPERATOR will be responsible for the installation of a fence around the weather station if fencing is required.
5. LANDOWNER will be responsible for the maintenance of the grass at the SITE. The grass under the weather station will provide complete vegetative cover and will be irrigated and trimmed. The grass at the SITE shall be well irrigated, trimmed, and maintained in a healthy growing condition year round.
6. COOPERATOR will provide all equipment necessary for a complete CIMIS weather station. All equipment will meet STATE's specifications for CIMIS weather station equipment. The programming of the datalogger will be identical to existing programming used in the CIMIS weather station network. Any exception to the programming used must be approved by STATE.
7. COOPERATOR will be responsible for the maintenance and repair of the weather station and will maintain the weather station using STATE maintenance procedures. STATE will train at least two COOPERATOR personnel on weather station maintenance procedures. COOPERATOR must use an aspirated psychrometer in their maintenance program. When requested by COOPERATOR, STATE will help troubleshoot problems with the weather station. COOPERATOR will be responsible for the repair or replacement of all weather station equipment and sensors. STATE will perform normal maintenance visits a minimum of once each year at random for quality control. STATE will service the anemometer every 12 months.
8. STATE may decide in the future to cease operation of certain sensors in the weather station and/or begin using new and different sensors. If a different sensor is deemed necessary by STATE, the COOPERATOR will obtain the new sensor within six (6) months of notification by STATE. The sensor will be installed by STATE.
9. COOPERATOR will be responsible for the installation and monthly service charges for telephone service to the weather station.
10. STATE's CIMIS computer will call the weather station automatically every day. The data will be checked and flagged by the quality control program. All non-ETo data (hourly and daily) will be stored in the computer's database. All data will be public information.
11. STATE will be responsible for the installation of the weather station for operation. STATE will also be responsible for initial calibration of the weather station, and for annual calibrations.
12. COOPERATOR will allow STATE to place a STATE lock on station enclosure box and STATE will supply a key for that box to the COOPERATOR.

13. This Agreement shall be effective for a minimum of five years from the date of its execution. After which, STATE, COOPERATOR, or LANDOWNER may terminate this permit, by that party giving thirty (30) days prior written notice to the other party. Within a reasonable amount of time after termination, COOPERATOR shall remove any and all facilities, appurtenances, and incidents and shall attempt to return the SITE to its original condition.
14. All costs incurred by STATE for installation, training, troubleshooting, and operation, and any labor costs incurred by STATE for repair or maintenance of equipment at the SITE pursuant to this Agreement shall be without cost or charge to COOPERATOR or LANDOWNER.
15. STATE and COOPERATOR will exercise reasonable precautions to avoid damage to people or property.

LANDOWNER shall indemnify and hold STATE and COOPERATOR and their agencies, respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LANDOWNER, its officers, agents, or employees.

STATE shall indemnify and hold LANDOWNER and COOPERATOR and their agencies, respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of STATE, its officers, agents, or employees.

COOPERATOR shall indemnify and hold LANDOWNER and STATE and their agencies, respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COOPERATOR, its officers, agents, or employees.

In Witness whereof, the parties have entered into this Agreement on the date first hereinabove written.

**STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES**

(COOPERATING AGENCY)

Approval Recommended by:

Senior Land Agent

Accepted by:

Chief
Real Estate Branch

(COOPERATOR)
(Title)

North Marin Water District
999Rush Creek Place, Novato, CA 94948
415-899-9237

(LANDOWNER)

For Inquires:
California Department of Water Resources
OWUE CIMIS Program
Bekele Temesgen
P.O. Box 942836
Sacramento, California 94236

(LANDOWNER)
(Title)

College of Marin
835 College Avenue
Kentfield, CA 94904

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MEMORANDUM

To: Board of Directors

March 30, 2012

From: Drew McIntyre, Chief Engineer
David Jackson, Associate Engineer



Subject: Recycled Water Expansion South Service Area – Phase 1a: Award Construction Contract

Z:\Folders by Job No\6000 jobs\6056\Board Memos\6056 Ph 1a Contract Award to M&G 4-3-12.doc

RECOMMENDED ACTION: Approve Contract to Maggiora & Ghilotti and authorize the General Manager to execute an agreement with Maggiora & Ghilotti.

FINANCIAL IMPACT: \$884,488 plus \$44,224 contingency (5%)

Background

The Phase 1a project includes construction of 1.9 miles of recycled water pipeline between the Las Gallinas Valley Sanitary District and Bolling Circle. Included pipelines are: 195 LF 12" welded steel pipeline, 9,559 LF 12" PVC pipeline, and 120 LF 6" PVC pipeline, (see map in Attachment 1). The Board authorized bid advertisement for the above referenced project on January 17, 2012. The advertisement date for this project was January 20, 2012 with a bid opening on March 1, 2012. The District advertised the project in the Marin IJ and mailed contract documents to twenty-three (23) interested contractors and builders exchanges in the greater bay area. Twelve (12) prime contractors attended the mandatory pre-bid meeting on February 9, 2012. The bid period was for approximately six (6) weeks and included one addendum. Seven bids were received ranging from a low of \$884,488 to a high of \$1,449,000.

	CONTRACTOR	BID
1.	Maggiora & Ghilotti, San Rafael	\$884,488
2.	Platinum Pipeline, Dublin	\$916,000
3.	W.R. Forde, Richmond	\$956,600
4.	Team Ghilotti, Petaluma	\$964,385
5.	Ranger Pipelines, San Francisco	\$972,647
6.	Ghilotti Const., Santa Rosa	\$1,181,000
7.	Disney Const., Burlingame	\$1,449,000

The Engineer's Estimate was \$914,000. The bid span between the Number 1 and Number 2 low bidders (Maggiora & Ghilotti and Platinum Pipeline) was \$31,512 (for a variance of 3.6%). The next three bids were within 6.2% of the second low bidder.

Bid Evaluation

Maggiora & Ghilotti submitted the lowest responsive bid of \$884,488 which is \$29,512 (3.2%) below the Engineer's construction cost estimate of \$914,000. Platinum Pipeline's bid is within 1% of the Engineer's estimate and \$40,600 (4.2%) below the next lowest bidder (W.R.

Forde). A bid evaluation (Attachment 2) was performed by URS, the District's recently hired construction manager for the Recycled Water South Service Area Expansion. The attached analysis shows that Maggiora & Ghilotti complied with the bidding requirements.

The Covello Group, the District's Construction Manager for the North Service area projects, reviewed the bids of Maggiora & Ghilotti Construction and Platinum Pipeline for compliance with American Recovery and Reinvestment Act (ARRA) and State Revolving Fund (SRF) bid documentation requirements. Both contractors met those requirements (Attachment 3).

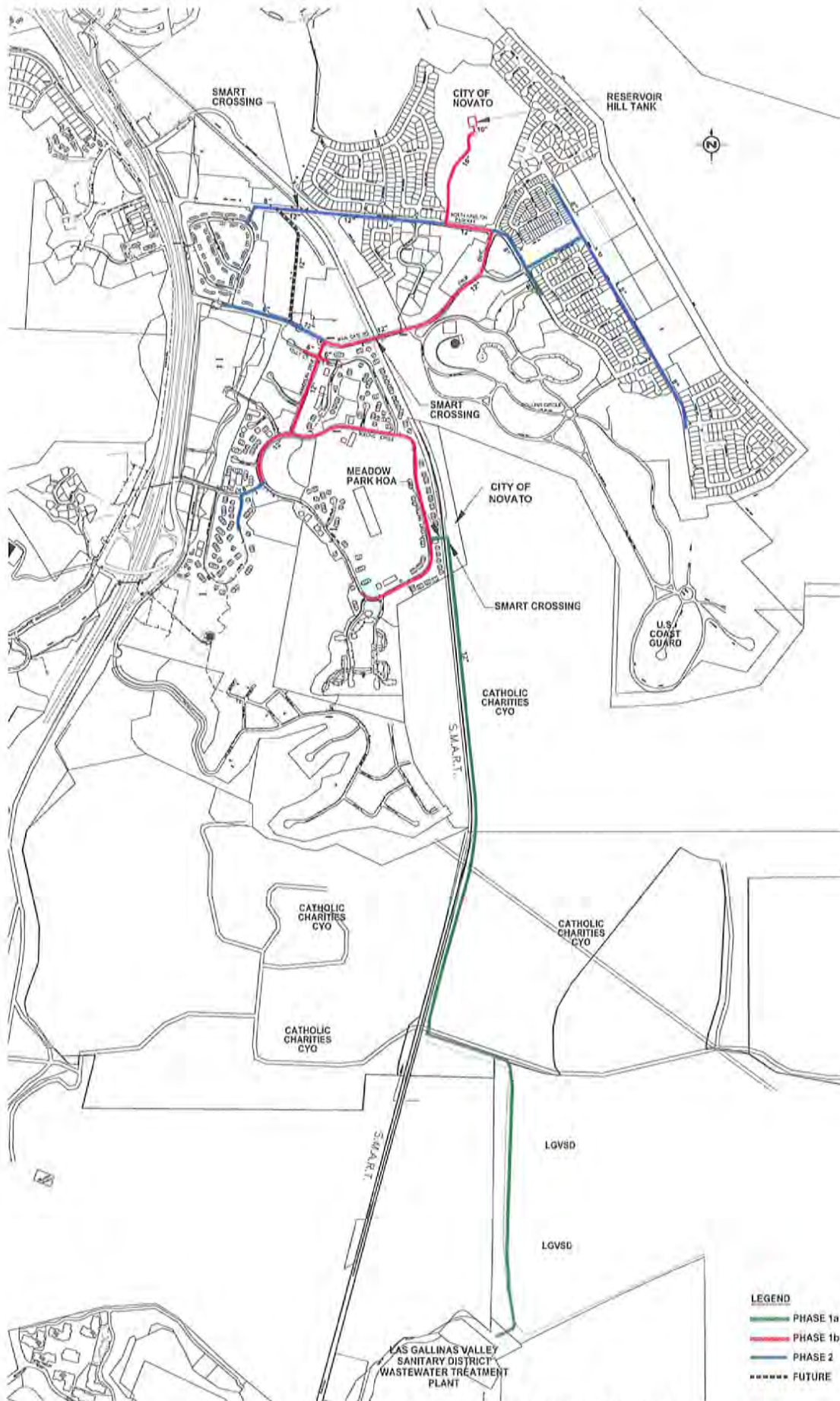
Project Financing

The project receives 25% federal grant funding from a combination of ARRA of 2009 and Water SMART Grant funds via Bureau of Reclamation awards. As reported at the last Board meeting, SRF loan approval for the District's South Novato Area Recycled Water Projects was obtained on March 7, 2012.

The total estimated project costs of ~\$7.5M remains unchanged from that last presented to the Board at the January 17, 2012 meeting.

RECOMMENDATION

That the Board approve award of the contract to Maggiora & Ghilotti and authorize the General Manager to execute an agreement with Maggiora & Ghilotti.



NMWD HAMILTON AREA RECYCLED WATER PROJECT

OCTOBER 5, 2011

- LEGEND**
- PHASE 1a
 - PHASE 1b
 - PHASE 2
 - FUTURE



March 21, 2012

Mr. Dave Jackson, Associate Engineer
North Marin Water District
999 Rush Creek Place
Novato, CA 94948

Project: NMWD Recycled Water Expansion, South Service Area Phase 1a, Job No. 5.6056.11
Subject: Bid Review and Evaluation

Dear Mr. Jackson:

Seven (7) bid packages were received for the South Area Phase 1a work. All bids were opened on Thursday March 1, 2012 at approximately 3:15 p.m. The apparent low bidder was Maggiora & Ghilotti, Inc (Maggiora.) Maggiora's base bid was \$884,488. Their base bid was \$31,512 less or 3.6% lower than the second low bidder, Platinum Pipeline (Platinum), and \$40,600 less or 8.2% lower than the third low bidder, WR Forde (Forde.) Our review and evaluation focused solely on the three (3) lowest bidders. While all three bidders were in general found to be responsive, URS finds Maggiora submitted the lowest responsive responsible bid. A more detailed description of our review findings is as follows:

General Requirements: All bidders were required to: 1) Attend a mandatory pre-bid conference, and 2) Submit a complete bid package. A mandatory pre-bid conference and site meeting for the referenced project was held on February 9, 2012. Names and signatures of company representatives from all three (3) of the lowest bidders appear on the Pre-Bid Site Meeting Attendee List (see attached) sign-in sheet. Based on a review of the bid packages received on March 1st, the three (3) lowest bidders have submitted a complete bid package including all required forms and documents.

Bid Schedule and Base Bid Amounts: The base bid schedule consisted of five (5) lump sum bid items. Bid Item 1 is for Mobilization/Demobilization and Bid Item 2 for Sheeting & Shoring costs. Bid Item 3 (Pipeline Construction) covers most of the required field work. Bid Item 4 is a lump sum amount for Permitting Compliance. Item 5 is a fixed lump sum amount of \$5000 to be used by all bidders for As-Built Drawings.

The overall base bid spread is fairly reflective of the spread in pricing for Bid Item 3 (Pipeline Construction) which accounted for roughly 92% of each of the top 3 bidders total bid. Maggiora's price for Bid Item 3 is \$825,000. Platinum's price is \$856,000 and Forde's \$872,600. These prices are \$31,000 and \$47,600 more than Maggiora's price for Bid Item 3. A spreadsheet showing bid results is included as an attachment.

URS Corporation
Post Montgomery Center
One Montgomery Street, Suite 900
San Francisco, CA 94104-4538
Tel: 415 896-5858

URS believes that the main reason for the price variations for Bid Item 3 has to do with the amount of contingency money bidders included in their bid for dealing with an unknown amount of bay mud. Maggiora probably has an advantage in that it has completed many projects in the pipeline alignment area and is very familiar with the soil and other local conditions. Maggiora's President stated that he doesn't think that bay mud will present a big problem and he believes he has included enough money in his bid to provide the extra pipeline protection required in areas where there could be a problem.

All three bidders acknowledged receipt of Addendum #1 which among other things advised bidders of their responsibility for protecting the pipe in areas where bay mud is encountered.

Engineer's Cost Estimate: The Engineer's cost estimate for the Phase 1a work is \$914,000. Maggiora's base bid is \$29,512 less or 3.2% below the Engineer's Estimate. Platinum's bid is \$2,000 higher or 100.2% and Forde's bid is \$42,600 higher or 104.7% of the Engineer's Estimate. The lowest five (5) of the 7 bids received were within 7% of the Engineer's Estimate. The closeness of the lowest three bidders' price to the Engineer's Estimate is a fairly good indication that the scope of work for the project was clearly defined and well understood and that the bidding was competitive.

List of Material and Equipment Manufactures: The List of Material and Equipment Manufactures Bid Form (Page 00300-8) listed three (3) PVC pipe products and asked bidders to identify their intended supplier for products they plan on using.

All three bidders indicated that they intend to use pipe material provided by approved manufactures identified in the Bid Documents for each of the three (3) PVC Pipe products listed on the List of Material and Equipment Manufactures Bid Form (Page 00300-8.)

List of Subcontractors & DBE Forms: The three (3) lowest bidders provided information regarding their proposed subcontractors and DBE usage on the forms provided. Maggiora listed five (5) subcontractors and Platinum and Forde only listed one subcontractor each. It should be noted that all three (3) bidders listed Pacific Boring to perform bore & jack work. While it is not possible to determine the exact value of the work that bidders intend to subcontract out, based on the description of the work proposed to be subcontracted it appears reasonably certain that all three (3) will meet the requirement for the prime contractor to perform at least 50% of the work.

American Recovery and Reinvestment Act (ARRA): The Covello Group is reviewing the three lowest bidders' packages for compliance with ARRA & SRF requirements.

Contractor Licensing: An online check through the California State Licensing Board confirmed that all three (3) lowest bidders have a valid Class A contractor license. It has also been confirmed that all of the

subcontractors identified by these bidders are properly licensed for the type of work they would be performing.

Contractor Equipment: The bidders each listed a variety of types of heavy construction equipment available for use on this project on the Contractor's Equipment Available for use on Work under this Contract Bid Form (00300-9.) This project does not require an extensive amount of equipment and it appears that all three of the lowest bidders satisfied what would be considered the minimum requirement.

Bid Security: Bidders were required to provide a bid security in the form of either a check or a Bid Guaranty Bond. All three lowest bidders elected to provide a Bid Guaranty Bond. The bonds are for 10% of their base bid as required and the form provided in the bid documents is used. No attempt has been made to determine the validity of the bonds.

Section 004600 - Certification of Bidders Experience and Qualifications: This section addresses essential requirements, company experience, safety qualifications and financial qualifications. The three lowest bidders all met the minimum requirements. A more detailed discussion is provided below.

Section A (Essential Requirements) is a set of 7 yes or no questions related to licensing, insurance, bonding, and criminal history. All bidders provided an acceptable response to all questions.

Section B (Company Experience) specifies minimum bidder experience requirements. The 3 basic requirements are: 1) Bidder list not less than three (3) and not more than five (5) projects of a similar nature completed within the last five (5) years with at least \$2 million in construction volume: 2) listed projects should include water/recycled water pressurized pipeline construction of lengths 0.5 miles or longer with a pipe diameter of at least 12-inches with at least two (2) projects with 12" jack and bore installations of 50 foot minimum and: 3) bidder should have self-performed at least 50% of the work on each listed project.

Maggiore's bid package provided the names and other specified information for three (3) projects. Since Maggiore did not provide information regarding the scope of work for those projects, URS contacted the company's president and some of the owner representatives for those projects to find out if work performed included pressurized water pipelines and bore & jacks and whether or not Maggiore had performed at least 50% of the work on those projects.

During the initial discussion with Maggiore it became apparent that none of the three (3) projects they had listed included any bore & jack work. Maggiore noted that this was an oversight and described over the telephone a number of jobs involving bore & jacks they had completed. On March 14th Maggiore transmitted a letter to the District providing information on six (6) projects they completed that included

bore & jack operations. URS has reviewed this additional information and finds that while all six projects appear to meet length and diameter requirements only one project met the timing requirement for having completed the work within the last 5 years. URS recommends that the District accept this additional information as meeting the bore & jack experience requirements for two reasons. First, bore and jacks are not a common component of small pipeline projects. So most of smaller pipeline contractors that will bid on a project like this one will most likely not have performed 2 bore and jack operations within the past 5 years. Second, these smaller pipeline contractors typically cannot afford to purchase bore & jack equipment or maintain specialty staff to perform this type of operation themselves so they subcontract this work. All three (3) lowest bidders listed Pacific Boring as their bore & jack subcontractor. Pacific Bore & Jack is a specialty contractor that performs bore and jacks for many of the contractors in this area and they most certainly meet the experience requirements.

Platinum's bid package included a 'Job-List' attachment that identified 43 projects performed over the past five years. Bidders were specifically directed to identify 3 or more but not more than 5 projects under company experience. URS's approach was only to consider the first five projects listed. Through a telephone conversation with the company estimator it was confirmed that Platinum met the minimum pipe type, length and size requirements. However, of the first 5 listed projects only one project included a bore & jack. Platinum indicated that they had recently completed another bore and jack on a project. These two projects meet the bore & jack size and length requirements. The first 5 listed projects also satisfy the \$2 million volume and the 50% of the work requirements.

Forde was the third lowest bidder and their bid package provided the names and other specified information for five (5) projects. While it looks like Forde could satisfy the experience requirements with the 5 projects provided URS has not confirmed this. If it looks like Forde is being considered for a contract award URS would need to contact someone at Forde along with the owner representatives listed to verify their work qualifications.

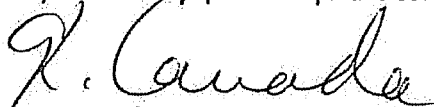
Section C (Safety Qualification Criteria) provides minimum safety criteria that the successful bidder must meet. All three lowest bidders provided the required quantitative data showing that they satisfied the specified safety criteria. Maggiora's 3-year average Worker's Compensation Experience Modification (EMR) is 112% which is higher than 100% so the criteria requires that their Recordable Incident Rate (RIR) and Lost Time Incident Rate (LTIR) also be reviewed. While their average RIR (4.31) was less than the 5.5 maximum allowable, their average LTIR (4.31) was higher than the maximum acceptable average of 2.0. Consequently if awarded the contract they would be required to hire an acceptable safety consultant in accordance with Section C – Safety Qualification Criteria of Section 00460 (Certification of Bidder's Experience and Qualifications.) This issue has been discussed with Maggiora and they acknowledged that they are aware of this requirement and confirmed their bid price includes the additional cost for a safety consultant.

Platinum's average EMR (96.3%) is less than 100% so they satisfy the safety criteria. Forde's average EMR (86.6%) is less than 100% so they also meet the safety requirement.

Section D (Financial Qualifications) asks bidders to provide information on one the following; financial resources, bonding capacity or construction claims filed. URS did not review any documents related to bidders' financial conditions or bonding capacity. All three (3) bidders noted that they had neither filed any claims nor had any claim filed against them during the past five (5) years.

Additional Information supporting URS findings regarding bidders' experience and qualifications is available upon request.

If you have any questions please contact me at (415) 596-4163


Yours truly,

URS CORPORATION

Kevin Canada
Construction Manager

Enclosures
cc: MRF

Safety Qualification Criteria - Acronyms

Contract Section: 00460

EMR	Experience Modification Rate
RIR	Recordable Incident Rate
LTIR	Lost Time Incident Rate

Bid Results
5.6056.11 Recycled Water South Area - Phase 1a
Engineers Estimate \$914,000

Rank	Contractor	Total Base Bid	As-Built							Delta previous
			1	2	3	4	7	Check Sum	% of Engr Est.	
1	Maggiora & Ghilotti	\$884,488	\$43,988	\$5,000	\$825,000	\$5,500	\$5,000	\$884,488	96.8%	
2	Platinum Pipeline	\$916,000	\$45,000	\$2,000	\$856,000	\$8,000	\$5,000	\$916,000	100.2%	\$31,512
3	WR Forde	\$956,600	\$45,000	\$24,000	\$872,600	\$10,000	\$5,000	\$956,600	104.7%	\$40,600
4	Team Ghilotti	\$964,385	\$38,000	\$15,000	\$901,385	\$5,000	\$5,000	\$964,385	105.5%	\$7,785
5	Ranger Pipeline	\$972,647	\$40,000	\$2,000	\$919,147	\$6,500	\$5,000	\$972,647	106.4%	\$8,262
6	Ghilotti Construction	\$1,181,000	\$50,000	\$8,000	\$1,098,000	\$20,000	\$5,000	\$1,181,000	129.2%	\$208,353
7	Disney Construction	\$1,449,000	\$60,000	\$50,000	\$1,314,000	\$20,000	\$5,000	\$1,449,000	158.5%	\$268,000
	Average w/o outliers		\$42,398	\$6,400	\$874,826	\$7,000	\$5,000	\$935,624		
	Average all bids		\$45,998	\$15,143	\$969,447	\$10,714	\$5,000	\$1,046,303		
	Engineers Estimate- #	\$914,000	\$40,000	\$10,000	\$853,000	\$6,000	\$5,000	\$914,000		

#- Engineers Estimate originally lumped smaller bid items into costs for project, values above allocate costs to bid items.

Recycled Water South Phase 1a Project
 NMWD Job No. 5 6056.11

Pre-Bid Site Meeting Attendee List

Thursday, February 9, 2012, 2:00 p.m.

ATTENDEE NAME	COMPANY	PRIME/ SUB	PHONE	FAX	EMAIL
1. Larry Fillmore	Platinum Pipelines	Prime	925-829-6565	925-829-7575	larry@PlatinumPipelines.com
2. DAW MERCURY	TEAM GHILOTTI	Prime	707 263 8700	707	KEVIN G @ TEAM GHILOTTI . COM
3. Steve Hanak	CHURCH: GASTINGAN	P	707-585-1121	707-585-1161	steve@ghilotti.com
4. BRENDAN SMITH	RANGER PIPELINES	Prime	(415) 822 3700	(415) 822 3703	brandon@ranger-pipelines.com
5. SCOTT MATTSO	SYNERGY PROJECT MANAGEMENT	PRIME	925-222-9983	(415) 467-3001	scott.mattson@synergypm.com
6. MATTHEW COX	J.E.M., INC.	PRIME	(925) 724-0300	(925) 724-0100	MCOX@JEMINC.COM
7. Jared Piazza	Piazza Cons.	Prime	(707) 876-3416		Re Piazza@piazza.com
8. Brad Rugg	R&B Company	Supplier	(707) 542-4100	(707) 542-4120	BRUCE @ R B COMPANY.COM
9. Kevin Bechtel	MAGGIORA & GHILOTTI, INC	Prime	(415) 459-8610	(415) 459-2065	Kevin@Maggiora-Ghilotti.com
10. Tim Bennett	Disney Construction	Prime	(659) 259-9545	(659) 259-9651	tbennett@disneyconstruction.com
11. Karen Baffaglia	W.R. Forde Assoc.	Prime	510-215-9338	510-215-9867	Eva.C@WTForde.net
12. Annona Marwan	SHAW PIPELINE INC.	PRIME	415 337 0190	415 337 6245	SHAWPIPELINE@AOL.COM
13. Robert E. Lee	Argonaut Constructors	Prime	(707) 542-4862	(707) 542-3210	robert@ArgonautConstructors.com
14.					

March 16, 2012

RECEIVED

Mr. Dave Jackson
North Marin Water District
999 Rush Creek Place
Novato, CA 94945

MAR 19 2012

North Marin Water District

PROJECT: NMWD – Recycled Water Expansion South Service Area
SUBJECT: Phase 1a Review of Bidder's ARRA & SRF/GFE Documentation

Dear Dave:

As requested by the District, Covello has reviewed ARRA and SRF required bid documentation submitted by the three apparent lowest bidders. The results of this review are summarized below.

In order, low to high, the three apparent lowest bidders were: Maggiora & Ghilotti, Platinum Pipelines and W.R. Forde & Associates.

Various ARRA and SRF documentation is allowed to be submitted within a certain time period following the bid and award dates. Emails were sent to the three lowest bidders requesting the supplemental information. A copy of those emails is attached for reference.

ARRA Documentation: ARRA forms, Attachment A, B, C, D and E of Section 00900, were submitted by Maggiora & Ghilotti in response to the email request within the required time. These forms appear to be complete and appear to meet the requirements.

Platinum and W. R Forde did not submit these forms as required and requested. Platinum provided an email (copy attached) stating that they submitted these forms with their bid. The District has confirmed that was not the case.

SRF EPA Forms: EPA forms 6100-4 & -3 and the Bidders List are required to be submitted with the bid. This was done by the three lowest bidders.

As explained in the above noted email to Maggiora & Ghilotti, clarification was needed for their EPA form 6100-4. Maggiora & Ghilotti subsequently clarified form 6100-4. Because of the rather limited instructions provided for this form the required clarification is common. EPA forms 6100-4 & -3 and the Bidders List appear to be complete and correct for Maggiora & Ghilotti.

Platinum's forms appeared complete and correct. A minor clarification/correction was needed for W. R. Forde's EPA form 6100-4 (same as required for Maggiora & Ghilotti) however W. R. Forde has not responded to the request.

SRF Good Faith Effort (GFE): The Good Faith documents are to be submitted within 10 working days of the bid opening; this was done by Maggiora & Ghilotti. Those documents have been reviewed and it appears that a genuine good faith effort was made and that, subject to the clarification provided below, the requirements have been met. In addition to the Good Faith Effort Maggiora & Ghilotti has included the use of multiple DBE firms.

ATTACHMENT 3

There is one item that may require consideration by the SRF representative. Step 5 (fifth bullet point) of the Good Faith Efforts described on page 00900-21, requires use of the services and assistance of the federal SBA and Minority Business Development Agency of the Department of Commerce. From the GFE documents submitted it is apparent that Maggiora & Ghilotti utilized the federal Central Contractor Registration database but it is not apparent that both data bases and/or federal government agencies defined by Step 5 were utilized. An inquiry was made to Maggiora & Ghilotti about this and they provided the attached letter dated March 15, 2012 with a letter from Compliance News (a GFE assistance firm) attached to that. I expect that this information will be satisfactory.

While in our opinion the GFE requirements appear to have been fulfilled, ultimately the SRF officer must determine the acceptability of the Good Faith Effort.

SRF Certifications: Various certifications, as described in the above noted emails, are required to be submitted within two weeks of contract award. These have not yet been submitted by any of the firms.

Conclusion: Except for documentation to be submitted after award, it appears that Maggiora & Ghilotti has met the ARRA and SRF documentation requirements.

Please contact me if you have any questions regarding this matter.

Sincerely,
The Covello Group, Inc.



Steven P. Wrightson

cc:



Steve Wrightson

From: Steve Wrightson
Sent: Tuesday, March 06, 2012 2:02 PM
To: 'kevin@maggiora-ghilotti.com'
Cc: Dave Jackson
Subject: North Marin Water District Pipeline Phase 1a Bid review

Importance: High

Kevin,

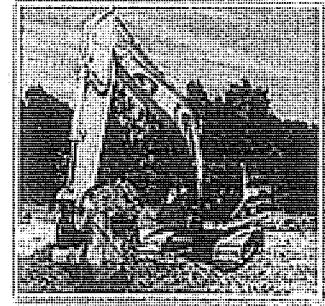
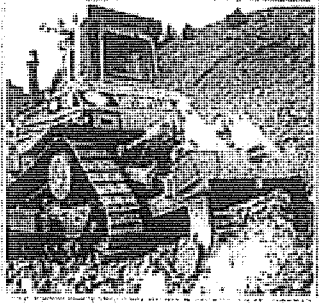
Good to talk with you yesterday.

I am assisting the North Marin Water District with review of the State Revolving Fund (SRF) and ARRA bid requirements for the South Area Phase 1a Project. There is some additional information that is needed for this review as listed below. Please submit additional information as follows:

1. EPA form 6100-4: This form (bid form page 00495-2) was submitted with the original bid however information is missing. Instructions for this form are included in Section 00820-21. The form is supposed to include all subcontractor to be used on the project, DBE and non-DBE, but some subcontractors were not included. Please revise and resubmit this form by 3-7-12.
2. ARRA Forms - Attachments A through E: These forms are included in pages 00900-20 through 00900-24. Please complete and submit these forms. They are due within 5 (working) days of the bid date making them due 3-8-12.
3. SRF Good Faith Effort (GFE): The GFE requirements are explained in section 00820 beginning on page 19. The GFE documentation is due within 10 working days of the bid making it due 3-15-12.
4. SRF – Certification of Nondiscrimination: This certification can be found on pages 00820-38 through 41. This is due within 2 weeks of contract award which will be determined at a later date. This information can be submitted anytime before the due date.
5. SRF – Certification of Non-Segregated Facilities: This certification can be found on page 00820-47. This is due within 2 weeks of contract award which will be determined at a later date. This information can be submitted anytime before the due date.
6. SRF – Drug-Free Workplace Certification: This certification can be found on pages 00820-38-48. This is due within 2 weeks of contract award which will be determined at a later date. This information can be submitted anytime before the due date.

Other portions of the bid are being evaluated by other parties and questions, if any, stemming from that review will be forwarded separately. Please submit the required additional information by the noted due date. Except for the GFE documentation, the documents can be forwarded by email followed by original hard-copies in the mail to the District's office. If you have questions about this request, please contact me via email or the phone number below.

Steve Wrightson
The Covello Group
925-260-0435



Committed to Excellence

March 15, 2012

The Covello Group
C/O NMWD
999 Rush Creek Place
Novato, CA 94945
Attn: Steve Wrightson

Novato Jobsite Office: 415-892-5143 email: swrightson@covellogroup.com

RE: Recycle Waterline Expansion South Area Phase 1A
Subject: Good Faith Effort

Dear Steve,

We take this opportunity to address the Good Faith Effort put together by Maggiora & Ghilotti on the above referenced project.

It should first be noted the very unique nature of this project in that it's predominate item of work is two (2) miles of pipeline installation in an open cut trench utilizing mostly native backfill. This type of work severely limits opportunities for outside participation of subcontractors and suppliers. The usual amount of trucking for a project of this magnitude was diminished due to the limited offhaul and backfill materials required. The major supplies on the project were mostly limited to the two (2) miles of pipe.

Despite the limited outside participation available, Maggiora & Ghilotti was able to achieve M/WBE participation in most all of the remaining elements of work. This included breaking out some of the minor and miscellaneous pipe supply items in which an M/WBE firm could be more competitive and eventually utilized for these items. Maggiora & Ghilotti utilized M/WBE firms for preparing the project SWPPP; providing construction staking; partial trucking; minor pipe items; miscellaneous materials; casing spacers and end seals; and erosion control materials. The only outside items which we did not achieve M/WBE participation were the bore & jack installation (we did breakout the casing spacers and end seals to an M/WBE firm); the certified welding required on the welded steel pipe; and the supply of the major pipe items.

Our firm had advertised in several publications and further utilized the services of Compliance News Publishing to aid in our efforts to find M/WBE firms on this project. Compliance News is a leading State recognized authority in these services. We have attached a letter from Compliance News noting their use in the project and addressing some specifics of the good faith effort.

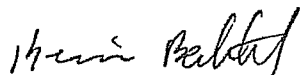
The SRF requirements note that under the new DBE program, entities can no longer self-certify and that the EPA will only accept certifications from the following agencies. Maggiora & Ghilotti utilized all four of these agencies or type of agencies as shown below.

- The Small Business Administration (SBA): CCR was utilized as they have combined with the SBA into one central data base PRO-NET.
- State Department of Transportation: California Unified Certification Program (CUCP) was utilized here as it is data base used by CDOT and is found at www.dot.ca.gov.
- Tribal, State, and Local Governments: The State's Office of Small Business & DVBE Certification (OSDC) was utilized in this case through the Dept. of General Services website.
- Independent private organizations: The DBE/DVBE Resource center was utilized at www.dvbe.net.

We believe that Maggiora & Ghilotti has achieved the near maximum available participation and has made a strong Good Faith Effort meeting the EPA requirements and should be awarded the project on these merits.

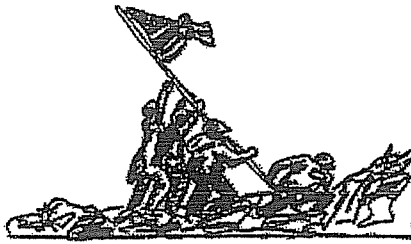
Thank you for your attention to these matters. Please contact us at any time should you have any questions.

Sincerely,



Kevin Bechtel
Estimator

CC: Dave Jackson, NMWD via email djackson@nmwd.com



COMPLIANCE NEWS

www.compliancenesews.com

Tel 800-599-6996 ext 110
Fax 562-439-1398
11 S. Termino Ave, Suite 214,
Long Beach, CA 90803

"Improving Your Good-Faith Efforts"

March 15, 2012

To Whom It May Concern,

On February 15, 2012 Maggiora & Ghilotti used Compliance News to aid in the Good Faith Effort for the North Marin Water District Recycled Water Expansion – South Service Area Phase 1A project. Compliance News is an online Trade & Focus Publication that helps prime contractors with advertising as well as finding and soliciting certified potential subcontractors.

Part of the service we provide is utilizing several databases compiled by the Central Contractor Registration (CCR), the Office of Small Business & DVBE Services (OSDS) and the California Unified Certification Program (CUCP) to identify and subsequently solicit qualified potential subcontractors and suppliers. This particular project had a WBE/MBE requirement. The WBE/MBE certification programs are administered in the State of California by the CUCP, as such it is this database which is the most relevant to the Good Faith Effort of this project.

MBDA was not a part of our search because it is not the relevant database for locating State certified WBE/MBE's. This is due in part to the MBDA allowing self-certification of businesses. By using the CUCP in our search, we utilized the largest database in California which recognizes and certifies legitimate WBE/MBE status.

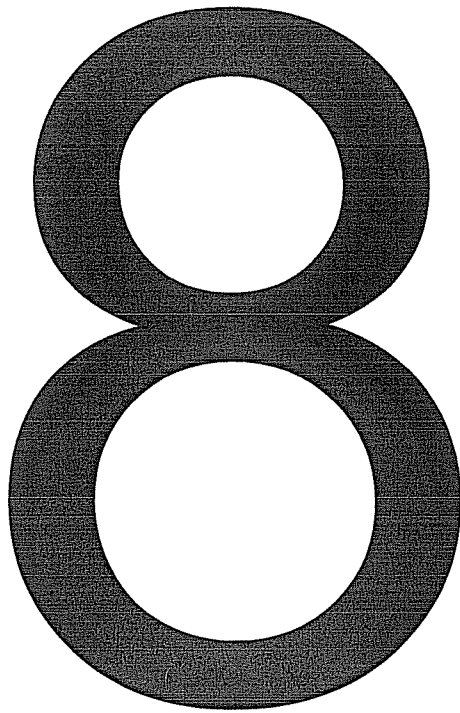
The undersigned declares:

I am over the age of 18 years and a citizen of the United States. I am principal owner of Compliance News in the City of Long Beach, County of Los Angeles, and the State of California.

I declare under penalty of perjury that the foregoing is true and correct. Executed at Long Beach, California March 15, 2012.

Sincerely,

Henry Sprague
Owner- Compliance News



MEMORANDUM

To: Board of Directors

Date: March 30, 2012

From: Drew McIntyre, Chief Engineer



Subject: Approve Cooperative Agreement and Utility Agreement between the State of California and North Marin Water District for CalTrans' MSN B1 and NMWD's AEEP Reach E Projects

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RECOMMENDED ACTION: Authorize the General Manager to execute Cooperative Agreement No. 4-2398 and Utility Agreement No. 1778.4

FINANCIAL IMPACT: Up to \$2,612,000 (includes 30% contingency)

Background

On July 27, 2009 CalTrans approved the Marin Sonoma Narrows (MSN) High Occupancy Vehicle (HOV) Widening Project. The CalTrans MSN project will widen and realign Highway 101 to accommodate HOV lanes and new and upgraded frontage roads and ramps. The CalTrans MSN project includes construction of an expanded freeway interchange at the Redwood Landfill exit and construction of new frontage roads between Novato and Petaluma. These improvements extend the Highway right-of-way into portions of the NMWD's pipeline easement for the existing North Marin aqueduct and therefore CalTrans must relocate much of the aqueduct as part of the CalTrans MSN project.

In 2007, the NMWD Board of Directors instructed staff to investigate increasing the diameter of the aqueduct to reduce pumping at the Kastania Pump Station. Hydraulic modeling performed by NMWD indicated that upsizing portions of the aqueduct from the existing 30-inch diameter pipeline to a 42-inch diameter pipeline would allow the aqueduct to convey flows by gravity alone and completely eliminate the need for Kastania Pump Station operation, thereby reducing energy consumption and the production of greenhouse gases, as well as saving costs at the pump station and improving water delivery reliability.

At the July 19, 2011 meeting, the Board approved what is now known as the District's Aqueduct Energy Efficiency (AEE) Project. The AEE project increases the diameter of portions of the aqueduct from 30-inches to 42-inches and, as previously mentioned, is driven by the relocation required by CalTrans' MSN project.

The AEE project has been divided into pipeline reaches. A map of the pipeline reaches and corresponding CalTrans MSN Segment B project numbers is provided in Attachment 1. The pipeline reaches are labeled from north to south beginning at the Kastania Pump Station (labeled as Reach A) and ending near Olompali State Park (labeled as Reach E).

Two reaches, Reach B and E, need to be relocated as part of the respective CalTrans MSN B3 and B1 projects. As such, the bulk of the construction costs for AEE Project Reach B and Reach E segments will be borne by CalTrans. The three other reaches of the AEE Project (A, C & D) are new pipelines to close gaps between the CalTrans MSN relocation segments and will be constructed as part of the AEE project and 100% funded by NMWD.

A Summary of the CalTrans MSN/AEE Projects is provided in the following table:

<i>CALTRANS MSN/AEE PROJECT SUMMARY</i>				
PROJECT	ACTIVITY	BID ADVERTISE ⁽¹⁾ DATE	CONSTRUCTION CONTRACT MANAGEMENT	AQUEDUCT ⁽¹⁾ WORK
MSN B1	Reach E	April, 2012	CT	Fall 2013-Spring 2014
MSN B2	Temporary Bypass	April, 2012	CT	Fall 2013-Spring 2014
MSN B2	Reach A	TBD	NMWD	TBD
MSN B3	Reaches B, C, D	January, 2013	NMWD	TBD

⁽¹⁾ Tentative

MSN B1/AEE Reach E Project

As described above, AEE Reach E is to be constructed as part of the CalTrans MSN B1 project and CalTrans is striving to advertise the project as early as next month. Accordingly, it is necessary for both CalTrans and North Marin Water District to enter into contractual arrangements which clearly define the roles and responsibilities for construction of the CalTrans MSN B1 and AEE Reach E projects. The attached Cooperative Agreement and Utility Agreement (Attachments 2 and 3) define said roles and responsibilities as well as identify costs allocated between both agencies related to this project. Both agreements have been under the review by CalTrans and NMWD staff for several months and both agreements have been reviewed by District legal counsel. As the above table identifies, Reach E will be constructed as part of a CalTrans managed project. This is necessary because aqueduct relocation work cannot occur until significant mass grading work (as part of the CalTrans MSN B1 project) occurs in the Redwood Landfill overpass area. The total estimated pipeline relocation construction cost for the CalTrans MSN B1 segment is approximately \$7,000,000. Most of that cost is paid for by CalTrans as it relates to relocation costs for a 30-inch pipeline. The upsizing costs for a 42-inch diameter pipeline is estimated to not exceed \$2,430,000 and will be paid by NMWD. Additional NMWD costs include a credit of \$62,000 for depreciation of the remaining useful life of the existing 30-inch aqueduct to be relocated with CalTrans' MSN B1 segment and

a \$120,000 contribution for overall construction management services. The Cooperative Agreement has been structured so that the District will be providing CalTrans with an NMWD Inspector to oversee construction of the aqueduct portion of the work. Of the estimated \$695,000 for total pipeline inspection costs, CalTrans will be paying the District \$575,000 with the District's credit of \$120,000 applied to the balance (associated with Construction Management costs). In addition to the District's Inspection costs paid as part of the Cooperative Agreement, additional costs of \$215,000 will be paid to the District as part of the Utility Agreement to cover NMWD costs to date for design review as well as ongoing administrative support construction of the CalTrans MSN B1 project (exclusive of Reach E costs).

RECOMMENDATION

Authorize the General Manager, by resolution, to execute Cooperative Agreement No. 4-2398, and by motion, to execute Utility Agreement No. 1778.4

RESOLUTION NO. 12-

A RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH MARIN WATER DISTRICT
AUTHORIZING THE GENERAL MANAGER TO EXECUTE COOPERATIVE AGREEMENTS
WITH CALTRANS AND AMENDMENTS THERETO

WHEREAS, CalTrans has a State highway project to construct new interchanges along U.S. 101 and frontage roads to access properties between Novato and Petaluma, commonly known as Contract's B1, B2 and B3 of the Marin Sonoma Narrows Corridor (MSN) Project; and

WHEREAS, the MSN project will require relocation of various segments to the North Marin Water District's (District) aqueduct that is in conflict with said project; and

WHEREAS, the District's Aqueduct Energy Efficiency (AEE) Project will upsize portions of the District's North Marin Aqueduct from 30-inch to 42-inch to enable the waterline to be operated using gravity flow and thereby eliminate use the existing Kastania Pump Station, and has requested CalTrans to construct portions of said AEE Project as part of CalTrans' MSN Project; and

WHEREAS, the Board of Directors as lead agency under the California Environmental Quality Act adopted the AEE Project on the 19th of July 2011; and

WHEREAS, both parties will enter into separate Utility Agreements to define the general terms and conditions of the waterline relocation. However, separate Cooperative Agreements may also be needed to specify the terms and conditions under which betterments to the Aqueduct waterline are to be financed, developed, constructed and maintained; and

WHEREAS, from time to time such Cooperative Agreements and Amendments will require formal approval between the District and CalTrans; and

WHEREAS, CalTrans' procedures require a resolution of the District authorizing the signatory to execute each Cooperative Agreement and Amendment on behalf of the District;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the North Marin Water District that the General Manager is hereby authorized to execute on behalf of the District, each and every Marin Sonoma Narrows Corridor project-related Cooperative Agreement with CalTrans and Amendment thereto.

* * *

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted by the Board of Directors of NORTH MARIN WATER DISTRICT at a regular meeting of said Board held on the 3rd day of April 2012, by the following vote:

AYES:

NOES:

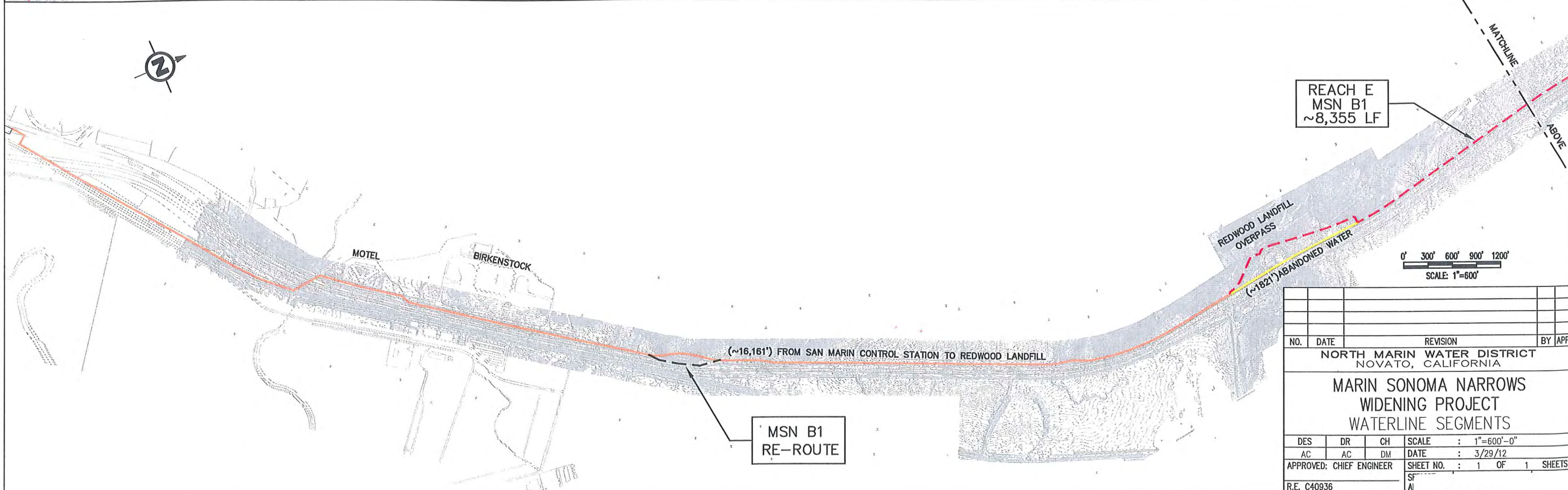
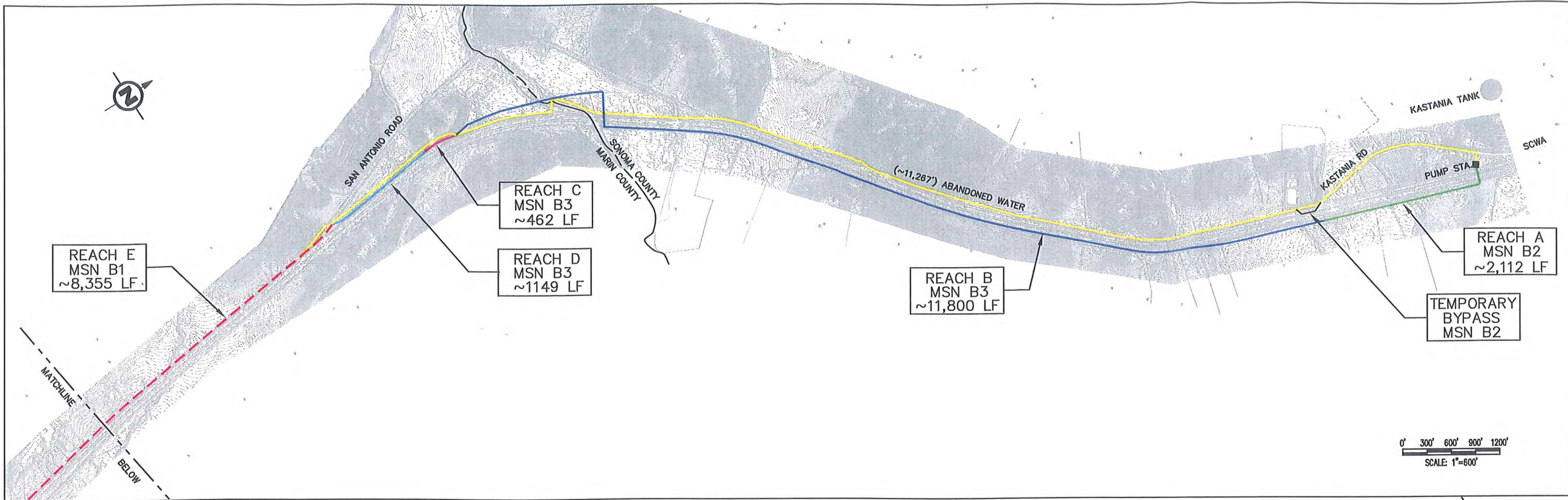
ABSENT:

ABSTAINED:

(SEAL)

Renee Roberts, Secretary
North Marin Water District

Mar 30, 2012 - 7:57am W:\008\WISC\Presentation\Sonoma Narrows\MTH\Water Line MSN.dwg User: ACANTILLER



NO.	DATE	REVISION	BY	APP.
NORTH MARIN WATER DISTRICT NOVATO, CALIFORNIA				
MARIN SONOMA NARROWS WIDENING PROJECT WATERLINE SEGMENTS				
DES	DR	CH	SCALE	: 1"=600'-0"
AC	AC	DM	DATE	: 3/29/12
APPROVED: CHIEF ENGINEER			SHEET NO.	: 1 OF 1 SHEETS
R.E. C40936			SF	AI

04-Mrn-101 PM 23.2/27.1
Redwood Landfill Road Interchange
EA: 04-26407
Project ID: 0400000733
District Agreement No. 4-2398

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2012, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

NORTH MARIN WATER DISTRICT, a public entity referred to herein as "DISTRICT."

RECITALS

1. STATE and DISTRICT, pursuant to Streets and Highways Code sections 114, 130 and 131 are authorized to enter into a Cooperative Agreement for improvements to State Highways within Marin County.
2. STATE has programmed a project (EA 26407) to construct a new interchange at Redwood Landfill Road along US 101 and frontage roads to access adjacent properties and Olompali State Park in Marin County, referred to herein as "IMPROVEMENTS." IMPROVEMENTS is also known as Contract B1 of the Marin-Sonoma Narrows Corridor. As part of IMPROVEMENTS, STATE will relocate approximately 10,885 feet of 30-inch DISTRICT waterline that is in conflict with the highway project. The relocation of the said waterline is hereinafter referred to as WATERLINE.
3. DISTRICT desires betterments to upsize a portion of said WATERLINE from 30-inch to 42-inch for approximately 8,215 feet to manage the water flow through gravity and avoid the cost of pumping, referred to herein as "BETTERMENTS," and has requested STATE to construct BETTERMENTS as a part of its IMPROVEMENTS project.
4. It is mutually beneficial to combine said IMPROVEMENTS, WATERLINE and BETTERMENTS into a single project, referred to herein as "PROJECT," and construct both under a single construction contract.
5. STATE agrees to combine BETTERMENTS, designed and provided by DISTRICT, into the contract plans for IMPROVEMENTS and DISTRICT is willing to pay all construction capital and support costs incurred by STATE for constructing BETTERMENTS on DISTRICT's behalf except for DISTRICT's inspector referred to in Section I, Article 17 and as shown in Exhibit A, attached to and made a part of this Agreement.
6. The parties have also entered into a separate UTILITY AGREEMENT NO. 1778.4 to define the terms and conditions of relocation of WATERLINE. However, the funding for WATERLINE will be provided under this Cooperative Agreement. The terms and conditions of the said Utility Relocation Agreement are hereby incorporated into this Agreement by this reference.

7. The parties now desire to specify hereinbelow the terms and conditions under which BETTERMENTS is to be financed, developed, constructed and maintained and as to how WATERLINE shall be relocated and financed therefore.

SECTION I

STATE AGREES:

1. To review and accept all plans prepared by DISTRICT for BETTERMENTS portion of PROJECT.
2. To comply with all environmental commitments contained in the PROJECT Environmental Impact Report/Environmental Impact Assessment (EIR/EIS) and the DISTRICT Aqueduct Energy Efficiency Project EIR.
3. To construct WATERLINE and BETTERMENTS in accordance with Plans, Specifications & Estimate (PS&E) prepared by DISTRICT.
4. To advertise, award, and administer the construction contract for BETTERMENTS as a part of the construction contract for PROJECT.
5. To establish separate accounts to accumulate charges for all WATERLINE and BETTERMENTS costs to be paid by DISTRICT pursuant to this Agreement.
6. To charge DISTRICT for the actual construction capital cost estimated at \$2,492,000 including accrued depreciation for the abandoned waterline facility and a 30% contingency for BETTERMENTS. Said amount is shown in Exhibit A attached to and made a part of this Agreement. Of that amount, \$2,430,000 is subject to and calculated using a Betterment Ratio (BR) and Engineers Estimate using methodology shown in Exhibit B, attached to and made a part of this Agreement. The BR will be revised at contract award and at construction contract acceptance (CCA) to determine the actual BETTERMENTS construction capital cost.
7. To submit a billing in the amount of \$62,000 to DISTRICT for accrued depreciation for the abandoned waterline facility in accordance with Streets and Highways Code section 705 (relocation of utility facilities) at the start of construction for WATERLINE and BETTERMENTS for PROJECT. Said amount is shown in Exhibit A.
8. To charge DISTRICT 6.2% of the BETTERMENTS construction capital bid cost determined at contract award, the estimated amount of \$120,000. Said amount represents the estimated lump sum fixed amount of construction support for BETTERMENTS to be performed by STATE including STATE's personnel resources and its equipment and all direct and indirect costs (functional and administrative overhead assessment) attributable to BETTERMENTS support applied in accordance with STATE's standard accounting practices and procedures. Said amount will be credited towards DISTRICT's inspection costs referred to in Section I, Article 17 as shown in Exhibit A.
9. To submit an initial billing in the amount of \$300,000 to DISTRICT ninety (90) days prior to STATE's start of construction for WATERLINE and BETTERMENTS for PROJECT. Said initial billing represents DISTRICT's deposit for one month's estimated construction capital cost for BETTERMENTS.

10. Thereafter, to prepare and submit monthly billing statements for estimated expenditures for construction capital one month in advance to DISTRICT as construction of BETTERMENTS proceeds.
11. To consult with DISTRICT before implementation on all contract change orders (CCO's) related to BETTERMENTS with a cumulative cost over \$10,000, except when the safety of motorists and/or pedestrians or the protection of property requires the immediate issuance of a CCO. STATE shall notify DISTRICT, either by phone or by fax, at least twenty-four (24) hours upon issuing an approved CCO or providing written direction to begin the CCO work.
12. To monitor actual construction capital expenditures and to provide notice to DISTRICT should the expected actual costs exceed the budgeted amount of \$2,492,000. If said costs exceed \$2,492,000 and DISTRICT fails to secure additional funding, STATE shall cease work on BETTERMENTS until such funds are forthcoming.
13. If HM-1 or HM-2 is found within PROJECT limits, STATE will immediately notify DISTRICT. HM-1 is defined as hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not. HM-2 is defined as hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.
14. STATE, independent of PROJECT, is responsible for any HM-1 found within the existing state highway system (SHS) right of way. STATE will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule. HM MANAGEMENT ACTIVITIES is defined as management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.
15. If HM-1 is found within PROJECT limits and outside the existing SHS right of way, responsibility for HM MANAGEMENT ACTIVITIES will defer to the appropriate party identified in cooperative agreement 4-2210 between the STATE and Transportation Authority of Marin.
16. If HM-2 is found within PROJECT limits, STATE, as the public agency responsible for the advertisement, award, and administration of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2, except that DISTRICT's expense shall be 30% of the total cost for WATERLINE and BETTERMENTS HM MANAGEMENT ACTIVITIES related to HM-2 due to BETTERMENTS.
17. STATE will pay DISTRICT, as a PROJECT cost, for a DISTRICT representative to inspect the WATERLINE and BETTERMENTS construction portion of PROJECT and to perform the required field and source testing as it progresses in an amount that equals 10% of the actual WATERLINE and BETTERMENTS construction capital cost, which is estimated to be \$695,000, as shown in Exhibit A. Upon completion of WATERLINE and BETTERMENTS construction, DISTRICT reserves the right to perform an independent final inspection of WATERLINE and BETTERMENTS.
18. To deposit with DISTRICT within twenty-five (25) days of receipt of billing therefore (which billing will be forwarded ninety days (90) days prior to start of WATERLINE and BETTERMENTS construction for PROJECT), the amount of \$100,000. Said figure represents one month's estimated cost for DISTRICT's Scope of Services as shown in Exhibit C, attached to and made a part of this Agreement.

19. To make all necessary arrangements with the owners of public or other private utility facilities which could conflict with construction of PROJECT in accordance with applicable law, the provisions of any franchise, master contracts or other agreements in effect with the respective utility owners. STATE shall prepare the necessary notices and/or Utility Agreements to relocate and inspect the required utility relocation work.
20. To pay for other utility adjustments, including engineering and overhead costs, for that portion of PROJECT required for construction of IMPROVEMENTS only.
21. Upon receipt of a notice of monthly billing statement discrepancy from DISTRICT, if STATE disputes such notice, STATE shall notify DISTRICT within thirty (30) days. STATE shall credit undisputed notice to DISTRICT in its next current monthly billing statement. Any such dispute will be dealt with under Section III, Article 11 of this Cooperative Agreement. Upon final resolution of a disputed notice, STATE shall make the appropriate credit or debit to DISTRICT.
22. Upon completion of PROJECT and all work incidental thereto, to furnish DISTRICT with a detailed statement of the total actual WATERLINE and BETTERMENTS costs, including the costs of any change order and claims related to the WATERLINE and BETTERMENTS which have been allowed to the construction contractor pursuant to the construction contract administrative claims process or arbitration and all claims-related defense costs incurred by STATE. STATE thereafter shall refund to DISTRICT promptly after completion of STATE's final accounting of costs for BETTERMENTS any amount of DISTRICT's construction capital payments remaining after actual costs to be borne by DISTRICT have been deducted, or STATE shall invoice DISTRICT for any additional amounts required to complete DISTRICT's financial obligations assumed pursuant to this Agreement.
23. To submit a final report of expenditures to DISTRICT within one hundred twenty (120) days after completion of BETTERMENTS by STATE.
24. To retain, or cause to be retained for audit by DISTRICT's auditors, for a period of three (3) years from date of processing the final payment under this Agreement, all records and accounts relating to WATERLINE and BETTERMENTS, and make such materials available and copies thereof shall be furnished to DISTRICT, if requested by DISTRICT.

SECTION II

DISTRICT AGREES:

1. To submit to STATE final plans and specifications for BETTERMENTS signed by a civil engineer registered in the State of California, as well as the approved EIR for the DISTRICT Aqueduct Energy Efficiency Project which provides environmental clearance for the BETTERMENTS.
2. To credit STATE 6.2% of the BETTERMENTS construction capital bid cost at contract award in the estimated amount of \$120,000, which credit shall be used towards DISTRICT's WATERLINE and BETTERMENT inspection costs. Said amount represents the DISTRICT's estimated lump sum fixed cost of construction support for BETTERMENTS to be performed by STATE on DISTRICT's behalf pursuant to this Agreement. Said amount will be revised based on the BR after bid opening to determine the true BETTERMENTS support cost. BETTERMENTS to be constructed by STATE is contingent upon receipt of STATE's notice of an award of a construction contract for PROJECT. Said BETTERMENTS support costs shall include costs of providing

personnel resources and their equipment and all direct and indirect costs (functional and administrative overhead assessment) attributable to BETTERMENTS support applied in accordance with STATE's standard accounting practices and procedures.

3. To pay 100% of the total actual BETTERMENTS construction capital cost estimated to be \$2,492,000, including COZEEP (construction zone enhancement enforcement program), supplemental work, change orders, claims related to the construction contract paid to the construction contractor, including those paid as a result of STATE's administrative claims process and/or as an award in arbitration, and the cost of STATE's defense of all PROJECT-related claims due to BETTERMENTS which may be filed by said contractor. The actual construction capital costs of BETTERMENTS shall be determined using the BR calculation methodology shown in Exhibit B and only after completion of all work, the closure of all claims, and upon final accounting of all costs for PROJECT.
4. To pay STATE the accrued depreciation in the amount of \$62,000 for the abandoned waterline facility in accordance with Streets and Highways Code section 705 (relocation of utility facilities). Said amount is shown in Exhibit A.
5. To deposit with STATE within twenty-five (25) days of receipt of billing therefore, (which billing will be forwarded ninety (90) days prior to start of construction of WATERLINE and BETTERMENTS), the amount of \$300,000, which figure represents DISTRICT's deposit for one month's estimated construction capital cost for BETTERMENTS. Thereafter, to deposit with STATE within ten (10) working days preceding the beginning of each month, the estimated construction expenditures for that month and to continue making such advance deposits on a monthly basis until completion of BETTERMENTS. DISTRICT's total obligation for said anticipated BETTERMENTS construction capital cost shall not exceed the amount of \$2,492,000, provided that DISTRICT may, at its sole discretion, in writing, authorize a greater amount.
6. To deposit with STATE not later than ten (10) working days preceding the beginning of each month, the estimated expenditures for that month, and to continue making such advance deposits on a monthly basis until BETTERMENTS completion.
7. To prepare all plans for BETTERMENTS, at DISTRICT expense, and to submit each to STATE for review and approval for compatibility with STATE's IMPROVEMENTS plans.
8. To identify and locate all other utility facilities within the BETTERMENTS area as part of its design responsibility. All facilities not relocated or removed in advance of PROJECT construction shall be identified on the PROJECT PS&E.
9. To pay for other utility adjustments made by STATE to accommodate construction of BETTERMENTS, including STATE's engineering and overhead costs.
10. If any additional or extra work is required, over and above that specifically provided for in this Agreement, such work shall be at DISTRICT's sole expense and be accomplished by an executed amendment to this Agreement and after receipt of deposit of funds by DISTRICT to cover the cost of such work.
11. STATE's construction contract administrative claims and dispute resolution process shall be used, with STATE acting as the lead agency in consultation with DISTRICT. DISTRICT shall abide by the outcome of said process. In the event that arbitration under the provisions of Public Contract Code Section 10240 et seq. results from the contract claims and dispute resolution process, STATE will act as lead agency in arbitration unless otherwise agreed by STATE and DISTRICT.

12. To pay STATE upon completion of all work and within twenty-five (25) working days of receipt of a detailed statement made upon final accounting of construction costs therefore, any amount over and above the aforementioned deposits and payments required to complete DISTRICT's financial obligation undertaken pursuant to this Agreement.
13. To provide a full time construction inspector to inspect the construction of the WATERLINE and BETTERMENTS and perform the required field laboratory and source testing for the WATERLINE and BETTERMENTS construction. DISTRICT's inspector will work under the general direction of the STATE Resident Engineer and shall have no direct contact with STATE's contractor, the public, other local agencies, etc., without prior consent of STATE's Resident Engineer. DISTRICT's representative can make recommendations, but the decisions of STATE's Resident Engineer shall prevail as final, binding and conclusive in all matters concerning the PROJECT construction contract as it relates to enforcement of the PROJECT PS&E. STATE's Resident Engineer shall not have the authority to deviate from approved WATERLINE AND BETTERMENTS PS&E without prior written consent of DISTRICT'S representative, except as stipulated in Section I, Article 11. The Scope of Services to be performed by DISTRICT is shown in Exhibit C.
14. To submit an initial billing in the amount of \$100,000 to STATE ninety (90) days prior to STATE's start of construction for WATERLINE and BETTERMENTS. Said initial billing represents STATE's deposit for one month's estimated inspection cost for WATERLINE and BETTERMENTS.
15. Thereafter, to prepare and submit monthly billing statements to STATE for estimated expenditures for DISTRICT's WATERLINE and BETTERMENTS inspection cost one month in advance as construction of WATERLINE and BETTERMENTS proceeds.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
2. The parties have also entered into a separate UTILITY AGREEMENT NO. 1778.4 to define the terms and conditions of relocation of WATERLINE. The terms and conditions of the said Utility Relocation Agreement have been incorporated into this Agreement by reference.
3. DISTRICT's total obligation for the cost of BETTERMENTS is a portion of the actual WATERLINE construction capital and support costs estimated at \$2,612,000 including accrued depreciation for the abandoned waterline facility. The total obligation for construction capital costs may be increased to cover actual costs in excess of the initial estimated capital costs of BETTERMENTS. Such increase in total capital costs obligation will be incorporated into this Agreement by a written amendment.
4. DISTRICT's total obligation for the accrued depreciation is \$62,000 for the abandoned waterline facility in accordance with Streets and Highways Code section 705 (relocation of utility facilities). Said amount is shown in Exhibit A.

5. After opening bids for construction of PROJECT, STATE's estimate of the cost for construction capital of BETTERMENTS will be revised based on actual bid prices. DISTRICT's required deposit under Section II, Article 5 will be increased or decreased to match said revised estimate. If the deposit increase or decrease is less than \$1,000, no refund or demand for an additional deposit will be made until final accounting.
6. If, after opening of bids for PROJECT, the BETTERMENT portion of the lowest responsible bid is more than Engineer's Estimate of the cost for construction capital of BETTERMENTS, STATE and DISTRICT will conduct a joint review of the bids immediately following opening of bids. After the joint review and within the time allowed for award, STATE may award the contract and DISTRICT shall have the option of either:
 - (a) DISTRICT to provide written request within ten (10) days after notification in writing by STATE of the additional cost involved, that BETTERMENTS be deleted from the contract. DISTRICT shall assume all costs for expenses incurred by STATE to implement a change order with the construction contractor for deleting the work or rebidding the contract including all redesign and legal costs and damages resulting. Such costs shall be deducted from DISTRICT's deposit, referred to in Section II, Article 5 of this Agreement, and the balance shall be promptly refunded to DISTRICT.

or

 - (b) Assume the additional cost and deposit additional funds promptly upon demand from STATE, if option (a) above is not exercised within the specified time limit.
7. Construction of PROJECT referred to herein may require alterations, deviations, additions to or omissions from STATE's PS&E, including an increase or decrease of quantities in items of work that result in change orders. Change orders shall be accomplished in accordance with STATE's Standard Specifications and Special Provisions in STATE's construction contract. STATE shall proceed with all changes to BETTERMENTS as needed to construct PROJECT up to a cumulative amount of \$10,000 without notifying DISTRICT's representative before authorizing contractor to begin work on these changes. STATE will notify DISTRICT's representative and solicit comments before authorizing contractor to begin work on changes above a cumulative amount of \$10,000 and DISTRICT shall have all comments returned to STATE within three (3) working days for STATE to consider those comments, if any.
8. In the construction of PROJECT, DISTRICT will, as a PROJECT cost, furnish a full time construction inspector to inspect the construction of the WATERLINE and BETTERMENTS and perform the required field laboratory and source testing for the WATERLINE and BETTERMENTS construction. DISTRICT's inspector will work under the general direction of the STATE's Resident Engineer and shall have no direct contact with STATE's contractor, the public, other local agencies, etc., without prior consent of STATE's Resident Engineer. DISTRICT's inspector can make recommendations, but the decisions of the STATE's Resident Engineer shall prevail as final, binding and conclusive in all matters concerning the PROJECT construction contract as it relates to enforcement of the PROJECT PS&E. STATE's Resident Engineer shall not have the authority to deviate from approved WATERLINE AND BETTERMENTS PS&E without prior written consent of DISTRICT'S representative, except as stipulated in Section I, Article 11. The Scope of Services to be performed by the DISTRICT is shown in Exhibit C.

9. STATE shall designate a Project Manager to represent STATE and DISTRICT shall designate in writing a representative through whom all communications between the two agencies shall be channeled.
10. STATE's construction contract claims process will be used, with STATE acting as the lead agency in consultation with DISTRICT. DISTRICT shall abide by the outcome of said claims process. In the event that arbitration under the provisions of Public Contract Code section 10240 et seq. results from the contract claims process, STATE will act as lead agency in arbitration unless otherwise agreed by STATE and DISTRICT.
11. In the event that there is a dispute between DISTRICT and STATE regarding the dollar amount, or portions of the dollar amount, on receipt of STATE's billing, DISTRICT agrees to place the disputed amount on deposit with STATE, within twenty (20) days of receipt of billing, until such time that dispute is resolved. Within sixty (60) days of receiving written notice of a billing dispute from DISTRICT, STATE's District Director for District 4 will provide DISTRICT with a written decision on resolution of the dispute. If DISTRICT is not satisfied with the District Director's decision, DISTRICT may appeal the District Director's decision to the State Local Programs Dispute Resolution Committee (LPDRC) for final resolution. The LPDRC will have sixty (60) days to make a final resolution after receiving DISTRICT's written appeal.
12. Upon completion of WATERLINE and BETTERMENTS, ownership, title, operation and maintenance, including materials, equipment, and appurtenances installed within and outside the SHS right of way will automatically be vested in DISTRICT. Real property rights for the WATERLINE and BETTERMENTS shall be provided to DISTRICT by STATE under the provisions of the UTILITY AGREEMENT NO. 1778.4. No further agreement will be necessary to transfer ownership as hereinbefore stated.
13. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation or maintenance of the SHS and the DISTRICT WATERLINE and BETTERMENTS different from the standard of care imposed by law.
14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by DISTRICT and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon DISTRICT under this Agreement. It is understood and agreed that, DISTRICT will fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT and/or its agents under this Agreement.
15. Neither DISTRICT nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless DISTRICT and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under this Agreement.

16. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto by way of an amendment and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
17. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.

18. Except as otherwise provided in Articles 7 and 8 of this Section III, those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE, or on July 1, 2016, whichever is earlier in time; however, the ownership, operation, maintenance, liability, and claims clauses shall remain in effect until terminated or modified in writing, by mutual agreement. Should any construction-related claim arising out of WATERLINE or BETTERMENTS be asserted against STATE, DISTRICT agrees to extend the termination date of this Agreement and provide additional funding as required to cover DISTRICT's proportionate share of costs or execute a subsequent agreement to cover those eventualities.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

NORTH MARIN WATER DISTRICT

By: _____
Deputy District Director

By: _____
Chris DeGabriele
General Manager

Approved as to form and procedure:

Attest: _____
Renee Roberts
District Secretary

Attorney
Department of Transportation

Approved as to form:

Certified as to budgeting of funds:

Bold, Polisner, Maddow, Nelson and
Judson, District General Counsel

District Budget Manager

Certified as to budgeting of funds:

Certified as to financial terms and
conditions:

David Bentley
Auditor-Controller

Accounting Administrator

**EXHIBIT A
FUNDING SUMMARY**

Fund Source (Use)	Fund Type	Construction Capital	Construction Support	Subtotal Fund Type
STATE (WATERLINE)	Bond - Corridor Mobility Improvement	\$4,458,000	\$0	\$4,458,000
STATE (WATERLINE)	STIP-Regional Improvement Program	\$0	\$700,000	\$700,000
DISTRICT (BETTERMENTS)	Local	\$2,430,000	\$120,000^	\$2,550,000
DISTRICT (WATERLINE)	Local	\$62,000*	\$0	\$62,000
	Subtotals by Component	\$6,950,000	\$820,000	\$7,770,000

^ Not paid in cash but given credit towards DISTRICT's WATERLINE and BETTERMENT inspection costs.
SPENDING SUMMARY

Fund Source	Fund Type	Construction Capital (Use)		Construction Support (Use)		Total
		STATE	DISTRICT	STATE	DISTRICT**	
STATE	Bond - Corridor Mobility Improvement	\$4,458,000 (WATERLINE)	\$0	\$0		\$4,458,000
STATE	STIP-Regional Improvement Program	\$0	\$0	\$125,000 (WATERLINE)	\$575,000 (WATERLINE and BETTERMENTS)	\$700,000
DISTRICT	Local	\$2,430,000 (BETTERMENTS)	\$0	\$0	\$120,000 (WATERLINE and BETTERMENTS)	\$2,550,000
DISTRICT	Local	\$62,000* (WATERLINE)	\$0	\$0	\$0	\$62,000
	Subtotals	\$6,950,000	\$0	\$125,000	\$695,000	
	TOTAL	\$6,950,000		\$820,000		\$7,770,000

*Accrued Depreciation

**WATERLINE and BETTERMENTS Inspection

EXHIBIT B
WATERLINE SCHEDULE OF PRICES AND QUANTITIES AND COST SHARE METHODOLOGY

Item No.	Item Code	Item Description	Unit (Qty)	Quantity	Price*	Amount	Contract Reproducibility	SMW/P Reproducibility
29	180227	Atendant Pipeline	LF	0.708	-	-	100%	
30	180825	Noncove Pipe	LF	1.465	-	-	100%	
31	182831	Robocast Fire Hydrant	EA	3	-	-	100%	
32	2000230	Radial 30" Welded Steel Pipe	LF	230	-	-	100%	
33	2002114	Cathodic Protection	LS	1	-	-	100%	45%
34	2002225	Pipe Disinfection Including Disinfection and Disposal of Residual Water	LS	1	-	-	50%	
35	2002310	Water Service Connection	LS	1	-	-	100%	
36	2002340	6" Air/Vacuum Valve	EA	1	-	-	100%	
37	2002340	6" Air/Vacuum Valve	EA	3	-	-	100%	
38	2002340	8" Air/Vacuum Valve	EA	3	-	-	100%	
39	2002340	10" Air/Vacuum Valve	EA	1	-	-	100%	
40	2002340	30" Radiant Valve	EA	0	-	-	100%	
41	2002340	Telephone System Wire and Conduit	LF	10,000	-	-	100%	
42	2002340(F)	12" Cement-Mortar Lined and Taped Wrapped Steel Pipe (0.134" Thick)	LF	168	-	-	100%	
43	2002340(F)	30" Cement-Mortar Lined and Taped Wrapped Steel Pipe (0.134" Thick)	LF	2,608	-	-	100%	
44	2002340(F)	30" Cement-Mortar Lined and Taped Wrapped Steel Pipe (0.134" Thick)	LF	0	-	-	100%	
45	2002340(F)	36" Cement-Mortar Lined and Taped Wrapped Steel Pipe (0.134" Thick)	LF	5	-	-	100%	
46	2002340	62" Radiant Valve	EA	1	-	-	100%	
47	2002340	36" Radiant Valve	EA	1	-	-	100%	
48	2002340	24" Gate Valve	EA	4	-	-	100%	
49	2002340(F)	62" Cement-Mortar Lined and Taped Wrapped Steel Pipe (0.134" Thick)	LF	8,208	-	-	100%	
50	2002340(F)	62" Cement-Mortar Lined and Taped Wrapped Steel Pipe (0.134" Thick)	LF	34	-	-	100%	
51	2002340	12" Gate Valve	EA	1	-	-	100%	
52	2002340	Fire Hydrant	EA	5	-	-	100%	
53	2002340	CONFEI	LS	0	-	-	98%	5%
54	2002340	Time Restraint Contract (1.5%)	LS	0	-	-	(1-1.52%)(100% Amount)	52% (100% Amount)
55	2002340	Mobilization (10%)	LS	0	-	-	(1-1.52%)(100% Amount)	52% (100% Amount)

CONSTRUCTION SUBTOTAL \$ - \$ - \$ - \$ - \$ - \$ -

Reference: Bids (B33) - Agriest; Bids Item 000 including 5 EA, Mobilization & 100% SMW/P Reproducibility Subtotal Item 000 including 8 PM, Mobilization & 100%

EXHIBIT C

SCOPE OF SERVICES

State and North Marin Water District (NMWD) Marin-Sonoma Narrows Contract B1 (EA: 26407)

The Transportation Authority of Marin (TAM) in partnership with Caltrans proposes to upgrade US Route 101 in Marin County. This MSN B1 Project will focus a portion of the available funding to close off direct access to Route 101 by constructing a new interchange at Redwood Landfill Road and construct new frontage roads to access adjacent properties and Olompali State Park.

As part of this work, a portion of the existing North Marin Water District (NMWD) 30 inch aqueduct will be relocated and a portion of this aqueduct will be upgraded to 42 inch along frontage roads located on the west side of Route 101. The approximate length of aqueduct (pipe) to be replaced under Contract B1 is 10,855 LF and 8,815 LF of this pipe will be upgraded to 42 inch.

NMWD will provide Caltrans a full-time construction inspector to be involved in all aspects of the relocation and upgrade of the 30 inch aqueduct. The NMWD construction inspector will work under the general direction of the Caltrans Resident Engineer.

NMWD will perform all of the quality control and quality assurance testing, including field laboratory and source testing, needed for the construction of the aqueduct and upgrade. Construction is estimated to commence in April 2013. The aqueduct relocation work is expected to be accomplished within a period between 6 to 8 months.

The purpose of this Scope of Services is to address provisions for monitoring construction activities and quality control and assurance testing during the relocation and upgrade of NMWD's 30 inch aqueduct. The intent is to have NMWD participate in those construction and commissioning activities directly related to its facility being relocated under the State roadway contract in order to ensure that Federal and State regulatory requirements and NMWD operational and maintenance needs are being met and to minimize oversight by NMWD during construction.

A. NMWD Aqueduct Construction Inspector:

1. NMWD will provide a full time Construction Inspector whose duties and responsibilities shall include, but not be limited to, the following:
 - Act as a liaison between Caltrans, NMWD and other agencies
 - Participate in pipeline relocation submittal, RFI and schedule reviews
 - Perform field inspections to monitor pipeline contractor's compliance with contract documents
 - Prepare daily inspection reports (diaries) documenting field activities and recommend acceptance of work performed to the Caltrans Resident Engineer
 - Monitor record drawings
 - Perform inspections at pipe fabrication plant(s)
 - Attend project meetings
 - Coordinate and monitor materials testing, welding inspections and other testing and inspections

- Coordinate and monitor pipeline alignment staking and as-built survey work
 - Participate in final inspections and NMWD punch list preparation
 - Coordinate all related water service shutdowns, drainings and tie-ins
 - Coordinate and witness pipeline, pressure testing, disinfecting, bacteriological testing and flushing activities
 - Coordinate and monitor all pipeline testing, start-up and commissioning activities
 - Plans and estimate review
 - Conduct and participate in safety reviews and attend tailgate safety meetings
 - Review, inspect and track storm water pollution protection plan (SWPPP) related to pipeline relocation work
 - Participate in contract change order (CCO) reviews and negotiations relating to aqueduct relocation
 - Review and recommend progress payments and extra work bill processing
 - Assist Caltrans Resident Engineer in claims resolution
 - Other general construction office administration tasks
 - Work as directed by Caltrans' Resident Engineer
2. The NMWD Construction Inspector shall be equipped with the following:
- A pick-up truck suitable for field inspection
 - A laptop computer with an air card
 - Cellular phone
 - Other necessary equipment and personal protective safety gear
3. Inspector qualifications, experience and selection:
- The NMWD Construction Inspector shall have at least ten (10) years of experience as a resident engineer and/or construction inspector on large diameter (>30-inch) welded steel pipeline projects
 - NMWD shall be responsible for candidate selection and approval with STATE's concurrence
- B. NMWD Aqueduct Quality Control and Assurance Support:
1. Under the general direction of Caltrans' Resident Engineer, NMWD Construction Inspector will be responsible for coordinating and monitoring all quality control and assurance activities to be performed by various specialty firms. This work includes all field, laboratory and source testing needed for the construction of the aqueduct. The testing will be performed as per procedures and test methods specified in the specifications. This work will be performed by qualified testing laboratories and agencies working under the general direction of Caltrans' Resident Engineer.
- C. Caltrans agrees to the following:
1. Reimburse NMWD for all agreed and preapproved costs incurred in association with Construction Inspecting and other required quality control and assurance services provided for monitoring contract compliance during the relocation and upgrade of the 30-inch aqueduct.
2. Provide NMWD's Construction Inspector work space in the Caltrans field construction office, including a desk and chair and access to standard office equipment and supplies.

3. Provide adequate on the job training to the NMWD Construction Inspector in Caltrans construction administration and field safety procedures
4. Provide NMWD Construction Inspector with complete access to all waterline relocation related files and documents during business hours.

D. Conflict Resolution Process

The Caltrans Resident Engineer is the STATE representative on the construction project and is the sole person responsible for official communication with the contractor. The NMWD Construction Inspector will not direct the Contractor's workforce; any instructions to the contractor regarding performance of the work will come through the Caltrans Resident Engineer.

Relocation and upgrade of the NMWD aqueduct will follow the approved plans and specifications. To the extent possible, any disagreements will be resolved at the field and Resident Engineer level. In the event that NMWD and the Caltrans Resident Engineer do not agree on how to resolve an issue related to the aqueduct upgrade and relocation work, a conflict resolution process will be in place that includes elevating disputed items to a three person first line level management committee comprised of one representative each from NMWD, TAM and Caltrans management.

Any disputes pertaining solely to satisfying public health and safety regulatory requirements and meeting NMWD standards shall be referred to NMWD's Chief Engineer and Caltrans' Resident Engineer for resolution and shall not be subject to the aforementioned disputes process.

UTILITY AGREEMENT

District	County	Route	P.M.	E.A.
4	MRN	101	R23.2/27.2	264079 - 3C571
Fed. Aid. No. HPUL-6204(076)				
Owner's File: Contract No. 17118.01				
FEDERAL PARTICIPATION: On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On the Utilities <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

UTILITY AGREEMENT NO. 1778.4

DATE _____

The State of California, acting by and through the Department of Transportation, hereinafter called "STATE" proposes to widen US Route 101 from the Redwood Landfill over-crossing to San Antonio Road in Marin County and North Marin Water District hereinafter called "OWNER", owns and maintains a 30 inch aqueduct within the limits of STATE's project which when relocated will be replaced with a 30 inch and 42 inch aqueduct to accommodate STATE's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 1778.4 dated March 30, 2012, Transportation Agency of Marin (TAM) in partnership with the STATE, shall design the relocation of OWNER's 30 inch and 42 inch water line (Job No.17118.01) and Cooperative Agreement No. 4-2398 between STATE and OWNER. Design work covered under this agreement includes administrative costs preliminary engineering, final design, construction cost estimate, consultant services, and construction phase services excluding inspection services identified in Cooperative Agreement No. 4.2398 of OWNER's facilities. The design shall be prepared in accordance with OWNER's standards for its water transmission facilities and STATE shall ensure that OWNER be provided the opportunity to review the design plans at each stage of its development.

Relocation of OWNER's facilities shall substantially be performed by STATE's contractor, in accordance with aforementioned relocation design. Deviation from STATE's plan described above, initiated by either the STATE or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such revised Notice to Owner, approved by the STATE and agreed to and acknowledged by the OWNER will constitute an approved revision of the STATE's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to a revised Notice to Owner.

OWNER shall inspect the relocation of OWNER's facilities by the State's contractor. Upon completion of the work by STATE, the STATE agrees to provide the OWNER two (2) copies of stamped and dated As-Built plans. OWNER agrees to accept ownership and maintenance of the relocated facilities in accordance with approved plans and specification and relinquishes to STATE ownership of the replaced facilities.

UTILITY AGREEMENT NO. 1778.4

II. LIABILITY FOR WORK

The existing water facilities are lawfully maintained in their present location and qualify for relocation at 100% State's expense pursuant to section 703 of the California Streets and Highways Code.

OWNER Performed Design Review, Field Inspection and Construction Support:	\$215,000.00
Total Estimated STATE Liability, (100.00%):.....	\$215,000.00
Total Estimated Relocation Cost – Including Betterment:.....	\$XXX,XXX.00
Less Betterment Cost:.....	\$XXX,XXX.00
Total Estimated Relocation Cost, (100% STATE Liability):	\$XXX,XXX.00
Total Estimated STATE Construction Liability:	\$XXX,XXX.00
Total Estimated OWNER Construction Liability:	\$XXX,XXX.00
Total Estimated Cost of OWNER's Administration/Oversight:	<u>\$215,000.00</u>

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the OWNER's consultant employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary materials required to prosecute said design work to completion.

Subsequent relocation construction work will be performed by STATE's contractor. OWNER shall have access to all phases of the relocation work to be performed by STATE's contractor for the purpose of inspection to ensure that the work is in accordance with the approved plans and specifications contained in the STATE's Contract. However, all questions regarding the work being performed will be directed to the STATE's Resident Engineer for their evaluation and final disposition.

IV. PAYMENT FOR WORK

OWNER shall pay its share of the actual cost of said work included in the STATE's highway construction contract per the terms of Cooperative Agreement No. 4-2398 between OWNER and STATE.

The STATE shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that the STATE will not pay for any betterment or increase in size of OWNER's facilities in the new location and that OWNER shall give credit to the STATE for the accrued depreciation or used life of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

UTILITY AGREEMENT NO. 1778.4

At the election of the OWNER, progress bills for costs incurred may be submitted not to exceed OWNER's recorded costs as to a specific date less estimated credits applicable to completed work where the recorded costs are sufficient to warrant such billings. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this agreement. Payment of progress bills, which exceed the amount of this Agreement, may be made after receipt and approval by STATE of documentation supporting the cost increase and after Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section I. above. If the STATE has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and STATE will provide written notification to OWNER's facilities, STATE will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the STATE shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by STATE. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of STATE.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final bill and will be available for audit by STATE and/or Federal auditors. OWNER agrees to comply with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of STATE's request of November 17, 2009 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

STATE will acquire new rights of way in the name of either the STATE or OWNER through negotiation or condemnation and when acquired in STATE's name, shall convey same to OWNER by Director's Easement Deed. STATE's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement. STATE will convey to OWNER property rights for OWNER's relocated facilities equivalent to the rights OWNER possessed before the STATE's project necessitated relocation.

UTILITY AGREEMENT NO. 1778.4

If STATE's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, STATE will notify OWNER in writing and STATE reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement. If OWNER is informed by STATE of the cancellation or modification of STATE's project, and this Agreement is terminated, costs incurred by OWNER up to the time of said notification and/or termination shall be considered wasted work. STATE shall be responsible for compensating OWNER for wasted work. OWNER shall submit a written statement of actual wasted work costs to the STATE. A separate Utility Agreement obligating the STATE to compensate OWNER for wasted work shall be executed by both parties.

All obligations of STATE under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission.

It is understood that said highway is a Federal aid highway and accordingly 23 CFR 645 is hereby incorporated into this Agreement by reference, provided, however, that the provisions of any agreement entered into between the STATE and OWNER pursuant to State law for apportioning the obligation and costs to be borne by each, or the use of accounting procedures prescribed by the application Federal or State regulatory body and approval by the Federal Highways Administration, shall govern in lieu of the requirements of said 23 CFR 645.

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

OWNER:
NORTH MARIN WATER DISTRICT

By: _____
MARK L. WEAVER Date
Deputy District Director, Right of Way

By _____
CHRIS DEGABRIELE Date
General Manager

APPROVAL RECOMMENDED:

By: _____
MARK SHINDLER Date
District Office Chief

By _____
JOHN O. CARLSTON Date
District Branch Chief

THIS AGREEMENT WILL NOT BE EXECUTED BY THE STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.

UTILITY AGREEMENT NO. 1778.4

THE ESTIMATED COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$ 215,000.00

CERTIFICATION OF FUNDS				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
HQ Accounting Office				Date
ITEM	CHAP	STAT	FY	AMOUNT
			11/12	\$170,000.00

FUND TYPE	EA	AMOUNT
Design Funds		\$
Const. Funds		\$
RW Funds	264079 - 3C571	\$ 215,000.00

DO NOT WRITE BELOW - FOR ACCOUNTING PURPOSES ONLY

PLANNING AND MANAGEMENT COMPLETES EXCEPT SHADED COLUMNS

UTILITY COMPLETES:

T CODE	DOCUMENT NUMBER	SUF FIX	DIST	UNIT	CHG DIST	EA	SUB JOB	SPECIAL DESIGNATION	FFY	FA	OBJ CODE	DOLLAR AMOUNT
211	UA0177840	00	04	0869	04	264079 (04-0000-0731-9)	3C571	91778X4	12	6	054	\$215,000.00

EA FUNDING VERIFIED:
Sign:>
Print:> MONA POON R/W Planning & Management Date

REVIEW/REQUEST FUNDING:
Sign:>
Print:> EDGAR VELEZ Utility Coordinator Date

Distribution: 3 originals to R/W Program Accounting & Analysis
 3 originals returned to R/W Planning & Management

9

MEMORANDUM

TO: Board of Directors

March 30, 2012

FROM: Drew McIntyre, Chief Engineer
David Jackson, Associate Engineer



RE: Approve: Change Order to Nute Engineering Contract for Recycled Water South Service Area

Z:\Folders by Job No\6000 Jobs\6056\Change Orders\6056 Nute Change Order 7 to Contract BOD Memo.docx

RECOMMENDED ACTION: Board authorize the General Manager to execute Change Order No. 7 to Nute Engineering to perform Construction Phase engineering support services for the Recycled Water, Novato South Service Area project

FINANCIAL IMPACT: \$30,000

Background

At the July 20, 2010 meeting, the Board approved a contract with Nute Engineering (Nute) for engineering design services related to the Recycled Water Expansion for the Novato South Service (Hamilton) Area project (map available at the meeting). The original contract was for an amount not to exceed \$450,000 plus a contingency of \$45,000. Subsequent approved Change Orders to Nute's contract have exceeded the Boards' authorized \$45,000 contingency as summarized below:

Change Order	Date	Description	Fee Amount	Cumulative Total
1	Dec 2010	To prepare easements and SMART permit applications (authorized at the Dec. 21, 2010 meeting)	\$32,000	\$32,000
2	March 2011	To perform exploratory test pits for the pipeline into and out of Reservoir Hill Tank	\$3,300	\$35,300
3	March 2011	To perform additional surveys for the revised transmission line alignment to eliminate possible wetlands issues and for the new inlet/outlet pipe alignment to the Reservoir Hill Tank	\$7,890	\$43,190
4	June 2011	Engineering services for SMART crossing at Olive Ave.	\$22,000	\$65,190
5	Sept 2011	Additional design services for: A/C overlay drawings, bridge calculations, changes to planned project, add Reservoir Hill rehab to contract, additional meetings ⁽¹⁾ .	\$56,246	\$121,436
6	Jan 2012	Additional engineering services for spur line and SMART crossing.	\$4,365	\$125,801

⁽¹⁾ Approved by the Board on Sept. 6, 2012

Change Order No. 7

As the project enters the construction phase, unforeseen conditions and contractor proposed changes to the design will require input by the design consultant. District staff will be available to handle most questions and changes. However, due to Nute's intimate knowledge with the design, it is more efficient to use their services on some occasions. The original scope of work for Nute did not include construction support services. The construction phase duration of this project is approximately one year, finishing in the spring of 2013. This change order anticipates up to 170 man-hours of Nute assistance over the course of the three phases of construction.

Project Cost



These costs are expected to be eligible for 25% federal grant funding and 75% State low interest rate loan financing. Repayment of loan financing will be through Facilities Reserve Charges (FRCs) collected from new developers.

RECOMMENDATION

Board authorize the General Manager to execute Change Order No. 7 to Nute Engineering to perform recycled water construction engineering support tasks for the Novato South Service Area project in the amount not to exceed \$30,000.

10

MEMORANDUM

To: Board of Directors March 30, 2012
From: Drew McIntyre, Chief Engineer 
Carmela Chandrasekera, Associate Engineer 
Subject: Notice of Completion for Recycled Water Expansion North Service Area
Segment 3 Project (Ghilotti Construction Company)
Z:\Folders by Job No\6000 jobs\6055\BOD memos\6055.13 Segment 3 Notice of Completion BOD memo.doc

RECOMMENDED ACTION: Authorize the General Manager to execute and file a Notice of Completion for the Recycled Water Expansion North Service Area Segment 3 project.

FINANCIAL IMPACT: None

Pursuant to and in conformance with contract requirements for the Recycled Water Expansion North Service Area Segment 3 project, the contractor (Ghilotti Construction Company) has fulfilled their obligations under the contract. Corrections of all work deficiencies and punch list items have been completed. All work performed by Ghilotti Construction Company (GCC) has been inspected by District staff, construction manager (The Covello Group), consultants (Miller Pacific Engineering and Environmental Science Associates), the County of Marin and the City of Novato. GCC's work was completed on March 27, 2012.

Per the Contract Documents, GCC has furnished written notice that the work is complete and that all subcontractors and equipment suppliers have been paid (**see Attachment A**). GCC has released the District of all claims. A Notice of Completion is provided as **Attachment B** which, if approved, will be filed with Marin County on April 4, 2012. Final payment (for monies held in retention) in the amount of \$119,280.94 will be processed for release, on May 9, 2012 subject to absence of any claims filed during the 30-day notice period.

Project Cost Summary

The final project cost summary as of March 29, 2012 is provided as **Attachment C**. The Board approved the award of the contract with GCC for \$1,553,100 with a contingency of \$78,000 (5% of contract value). Micro sealing and striping on Atherton Ave. from H Lane to Fire Station No. 2 was deleted from Segment 1 and added to contractor scope for Segment 3 (additive change order for \$16,793). Other additive change orders amounted to \$39,176 (2.5% of the contract amount). The total contractor payment, including the added scope for micro-sealing and striping on Atherton Ave., is \$1,609,068.73, \$22,031 less than the approved budgeted amount (with contingency).

The current total project expenditure of \$1,945,149 closely matches the total committed grants and loans (\$1,941,375) from the American Recovery and Reinvestment Act (\$485,344) and estimated SRF loan (\$1,456,031).

RECOMMENDATION

Authorize the General Manager to execute and file a Notice of Completion for the Recycled Water Expansion North Service Area - Segment 3 project.

CONDITIONAL WAIVER
RELEASE AND CERTIFICATE OF FINAL PAYMENT

TO: North Marin Water District (District)

JOB: 5 6055.13

CONTRACT DATED: Sept 14, 2011

CONTRACTOR:
Ghilotti Construction Company
246 Ghilotti Ave.
Santa Rosa, CA 95407

DESCRIPTION OF PROJECT: Recycled Water Expansion – North Service Area Segment 3 Project. Installation of 7,650 feet of 12-inch PVC pipeline and appurtenances on Olive Avenue, 840 feet on Summers Avenue, and 1,800 on Lea Drive (total 10,290 feet) in Novato, CA for the purpose of delivering recycled water.

DESCRIPTION OF SITE (LOCATION): Pipeline installed in street (City's ROW) on Olive Avenue, Summers Avenue, and Lea Drive.

With reference to said contract, as amended, between the undersigned Contractor and the District, the undersigned hereby certifies and represents that it has made full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor, services, materials and equipment supplied to the foregoing site and/or used in connection with its work under said contract.

The undersigned further certifies that to its best knowledge and belief, each of its subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing site and/or used by them in connection with the undersigned's work under said contract.

In consideration of the sum of \$119,280.94, as final payment under the contract to be received hereafter within a reasonable time, the undersigned, upon receipt of such final payment, waives and releases and forever discharges the District and the site and property from all claims, stop notices and obligations of every nature arising out of or in connection with the performance of said contract by the undersigned and all amendments thereto except as set forth below.

1. NONE

(Note: If none, write "NONE" in space above. If the space above is left blank, it is interpreted that "NONE" is claimed. Any claims excepted must be described and the specific amount claimed must be set forth.)

Unless any claims, stop notices, and obligations are described and the specific amounts claimed, are described in the space above, contractor certifies that there are none.

As additional consideration for the final payment the contractor agrees to indemnify and hold harmless the District from and against all costs, losses, damages, claims, causes of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the District which claims arise out of the performance of the work under the contract and which may be asserted by the contractor or any of its suppliers, subcontractors of any tier or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the undersigned of its obligations under the provisions of said contract, as amended, which by their nature survive completion of the work including, without limitation, warranties, guarantees and indemnities.

Executed this 27th day of March 20 12

Please attach appropriate notarial certificate

Ghilotti Construction Company
(Name of Contractor)

By: [Signature]

Title: Area Manager

Distribution:

Original
Copy

Contractor
Job File

Z:\Folders by Job No\6000 Jobs\6055\Segment 3\CONSTRUCTION\Seg 3 CONDITIONAL WAIVER CERT_FINAL PAYMENT.doc

Recording requested by:

NORTH MARIN WATER DISTRICT

When Recorded Mail To:

North Marin Water District
P. O. Box 146
Novato, CA 94948-0146

NORTH MARIN WATER DISTRICT
NOVATO, CALIFORNIA

NOTICE OF COMPLETION

To: Marin County Recorder
4186 Civic Center
San Rafael, CA 94913

Date: April 4, 2012
File No. 5 6055.13
Date of Completion: March 27, 2012

Owner: North Marin Water District
999 Rush Creek Place
Novato, CA 94947

OWNER'S ESTATE OR INTEREST:

Easement _____ Fee Title _____ Encroachment Permit _____
Other (describe) _____

CONTRACTOR:

Ghilotti Construction Company
246 Ghilotti Ave.
Santa Rosa, CA 95407

TITLE OF PROJECT: Recycled Water North Expansion North Service Area Segment 3

DESCRIPTION OF PROJECT: The work of this Project includes installation of 7,650 feet of 12-inch PVC pipeline on Olive Avenue, 840 feet on Summers Avenue, and 1,800 feet on Lea Drive (total 10,290 feet) in Novato, CA for the purpose of delivering recycled water.

DESCRIPTION OF SITE (LOCATION): The project location is on Olive Avenue, Summers Avenue and Lea Drive in Novato.

Final payment will be made to the above contractor on or after 35 days from the recording date of this notice of completion, except where otherwise provided for by law.

The undersigned under penalty of perjury says that he is the General Manager of the North Marin Water District, the public agency authorizing the work or improvement referred to in the foregoing notice of completion; that he has executed such notice of completion on behalf of such public agency and likewise makes this verification on behalf of said public agency pursuant to authority granted by the District's Board of Directors; and that he has read said notice of completion and knows the contents thereof and that the facts therein stated are true.

Chris DeGabriele, General Manager

SIGNATURE MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

Disposition:
Original: County Recorder
Copy: Contractor
Copy: Project File

NORTH MARIN WATER DISTRICT
WATER SYSTEM IMPROVEMENTS/SPECIAL PROJECTS
PROJECT SUMMARY
AS OF MARCH 29, 2012

Job No. 5.6055.13	Title: Recycled Water Expansion - North Service Area - Segment 3								
Facility No.						Facility Type (Pipelines, Pump Stations, etc.) Pipelines, Tank Improvements			
Description Construction of 10,290 ft of 12-inch recycled water pipeline from Atherton/Olive to Summers/Olive along Olive Ave. and along Summers Ave. and Lea Drive . The project is funded by SRF loan, ARRA grant and District funds (as necessary).									
Project Justification The recycled water expansion project is per NMWD Recycled Water Implementation Plan and is also part of NBWRA regional project Phase 1.									
	Baseline Cost Estimate	2010 Estimate	Aug 2011 Estimate	Nov 2011 Estimate	Spent as of 3/29/2012		Start	Finish (Est.)	Finish (Actual)
1	Development/Admin				\$8,063	Project Dev.	Jul-10	Aug-11	Oct-10
2	Prelim. Design				\$20,545	Design	Sep-10	Sep-11	Dec-10
3	Fees and Permitting				\$16		Jun-10	Sep-11	
4	Environmental Consultant			\$63,000	\$6,250		Jun-10	Sep-12	
5	Eng. Design - In-house			\$400,000	\$111,423	Permitting	Jun-10	Oct-11	Feb-11
6	Staff Admin/Bid Phase			\$40,000	\$5,019	Final Design	Jul-10	Oct-11	Aug-11
7	Construction-NMWD			\$110,000	\$10,169				
7	Rehab. Plum Tank			\$380,380			Aug-11	Dec-11	
8	Const. Segment 1			\$582,225			Jun-11	Nov-11	
	Const. Segment 2			\$1,559,900			Dec-11	Aug-12	
	Const. Segment 3			\$1,553,100	\$1,609,069		Sep-11	Jun-12	Mar-12
9	On-site Retrofits			\$435,450					
10	Eng. Servs. During Const.			\$60,000	\$30,000				
11	Dist. Provided Material				\$41,154				
12	Const. Inspection/ Mat Testing			\$604,533	\$103,442				
13	Project Closeout			\$5,000		Project Closeout	Aug-12	Sep-12	Apr-12
15	Project Subtotal			\$5,793,588					
16	Project Contingency			\$289,679					
	Sub-Total								
	Grand Total	\$5,100,000	\$6,545,372	\$6,083,267	\$1,945,149				
<p>Estimate includes all pipe segments (1, 2 and 3) Plum Tank Rehabilitation on-site retrofit costs</p> <ol style="list-style-type: none"> 1. Includes legal costs, RMC, NBWRA, Rauch and Straum payments 2. Includes Survey and Geotech for design 3. County Permit application 4. ESA 5. In-house design cost includes Engineering time pre- construction(thru 8/31/2011) 6. Printing and Bid related costs 7. District Construction and Maintenance costs 10. Engineering time during construction 11. District provided material to the contractor and for NMWD tie-ins 12. Payments to Covello Group 									

11

MEMORANDUM

To: Board of Directors
From: David L. Bentley, Auditor-Controller
Subj: Information - Director Email Accounts
t:\ac\word\memo\12\director email accounts.docx

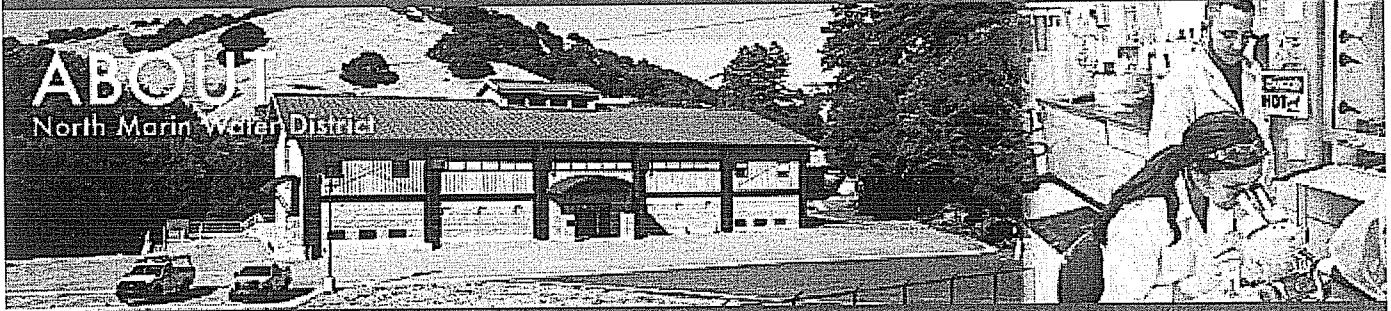
March 30, 2012

RECOMMENDED ACTION: None

FINANCIAL IMPACT: \$50 Programming Cost

District email accounts have been established for the three Directors that so requested, and added to the website (see website page attached). Director Rodoni requested that his personal email address be listed. The email accounts can be accessed through Outlook Web Access. The instructions, user ID and passwords assigned will be provided individually. The assigned password can be changed if desired. Once logged-in to the email account, any email received can be read and a response generated, thereby maintaining all NMWD related correspondence on the District's server.

Staff requests that any email responses generated from the District's server be copied to the General Manager, allowing staff to be apprised. The District Secretary will monitor the email accounts daily and contact you regarding any mail received.



ABOUT

North Marin Water District

Serving Northern MARIN Since 1948

North Marin Water District Board of Directors



Stephen Petterle (President)
Originally Appointed 2001; Elected 2009
Current Term Expires: December 2015
Occupation: Planner, Landscape Architect

Contact: Stephen Petterle: spetterle@nmwd.com



Rick Fraites (Vice-President)
Originally Elected 2003
Current Term Expires: December 2013
Occupation: Administrative Aide

Contact: Rick Fraites: rfraites@nmwd.com



Jack Baker
Originally Elected 1983
Current Term Expires: December 2015
Occupation: Retired Civil Engineer



Dennis J. Rodani
Originally Elected 1985
Current Term Expires: December 2015
Occupation: Contractor

Contact: Dennis Rodani: d@rodani@ameil.com



John C. Schoonover
Originally Appointed 1984; Elected 1985
Current Term Expires: December 2013
Occupation: Retired

Contact: John Schoonover: jschoonover@nmwd.com



999 Rush Creek Place, Novato, Ca 94945

- ▶ [Meeting Schedules](#)
- ▶ [Current Agenda](#)
- ▶ [Minutes](#)
- ▶ [E-Mail](#)

12

FOR ACCESSIBLE
MEETING INFORMATION
CALL: (707) 543-3350
ADD: (707) 543-3031



TECHNICAL ADVISORY COMMITTEE

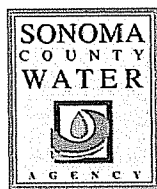
MONDAY, APRIL 2, 2012

9:00AM

Utilities Field Operations Training Center
35 Stony Point Road, Santa Rosa, CA

This is a combined WAC and TAC meeting.

1. Check In
2. Public Comment
3. Russian River Water Year Classification
4. Biological Opinion Status Update
5. Items for next agenda
6. Check Out



Russian River Biological Opinion Update – April 2012

The Sonoma County Water Agency is continually planning and implementing the Russian River Biological Opinion requirements. To better communicate the progress and timeline of this work, the Water Agency has provided the below outline of project updates. For more detailed information about these activities, please visit www.sonomacountywater.org.

Dry Creek Demonstration Project

- The Dry Creek Demonstration Project reached the 90% design level at the end of October. Discussions with landowners regarding right-of-way and construction are ongoing.
- On the permitting front, a 1600 Agreement from Fish and Game is expected in early April. The North Coast Regional Water Quality Control Board posted their 21-day notice for the project on March 7th and the Corps of Engineers 30-day notice is anticipated to be posted shortly.
- An RFP has been issued for large woody debris (redwood/douglas fir trees and trees with root wads). Bid proposals are due on April 5th.
- Consultants Interfluve are preparing construction contract documents for summer 2012 for those enhancements on properties where signed right-of-way agreements are nearly complete.

Dry Creek Habitat Enhancement Study

- In December, InterFluve submitted the Draft Conceptual Design Report for the Dry Creek Habitat Enhancement draft feasibility study. This report presents conceptual designs for potential habitat improvements areas beyond the 1-mile demonstration project. The report will be finalized when official comments from NMFS are addressed.
- The Water Agency, National Marine Fisheries Service, Department of Fish & Game and the U.S. Army Corps of Engineers are working with consultants, ESSA, to develop clear success measures for habitat enhancement. The plan should be completed in 2012.

Tributary Fish Passage and Habitat Enhancement Projects

- Fishery staff is gearing up for the 2012 monitoring season, which begins mid-April (or when flows allow for the installation of rotary screw traps and other monitoring equipment).

Mirabel Screen and Fish Ladder Replacement

- The Water Agency received a \$255,000 California Department of Fish and Game Fishery Restoration Grant for design of the project. Consultant (HDR Engineering) has completed the 30% design, which was received in November. The 65% design was received in mid-March, and it is being reviewed by staff.
- Water Agency staff is preparing a grant application to assist in funding of construction of the fish ladder. The grant application was submitted in late March.

Russian River Estuary Management Project

- On January 26, a three-year general lease was received from the State Lands Commission for the estuary management project.
- The Estuary Management Project final Environmental Impact Report was certified in August and the Board of Directors approved the project. On September 16, a lawsuit was filed by the Russian River Watershed Protection Committee challenging the EIR.
- Staff is gearing up for the 2012 monitoring season, and anticipates installing the fyke net and water quality monitoring stations in May.
- Seal (and other pinniped) monitoring is ongoing. The annual pinniped monitoring volunteer training hosted by Stewards of the Coast and Redwoods was held on February 14.

Fish Flow Project

Work is occurring internally on the preparation of the draft Environmental Impact Report for the Fish Habitat Flows and Water Rights Project.

- EIR Schedule
 - Release Draft EIR in summer 2012
 - Release Final EIR in summer 2013
 - BO requires Board to certify Final EIR by September 24, 2013
 - EIR will be prepared by Water Agency staff, with assistance from consultants on some areas of impact analysis.

Interim Flow Changes

- The 2011 Temporary Urgency Change order from the State Water Resources Control Board (State Board) ended on October 15. The order required weekly fisheries reports, water quality monitoring and for the contractors to require their irrigation customers to “achieve a maximum applied water allowance of 60 percent ETo.”
- The term for the Agency’s fisheries monitoring requirements under the TUC expired on November 15, but video monitoring of adult salmon and steelhead returns continued until January 16 when the Mirabel Dam was deflated. In total, 3,174 Chinook and 646 steelhead (75 percent identified as hatchery) were counted. Because of the additional review process, coho tallies are not as up to date as Chinook and steelhead. To date, 147 coho have been counted.
- Reports for the 2011 TUC were submitted to the State Water Board on March 31, 2012.
- Pursuant to the Biological Opinion requirements, the Water Agency is preparing to submit in April a temporary urgency change request for 2012.

Public Outreach

- The annual Public Policy Facilitating Committee meeting was held on February 9. Presentations from the meeting can be found at <http://www.scwa.ca.gov/rrifr/> under “What’s New.”
- Plans are underway for extensive outreach on the Dry Creek habitat enhancement demonstration project, which is slated to begin construction this summer.

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DISBURSEMENTS - DATED MARCH 28, 2012

Date Prepared: 3/27/12

The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

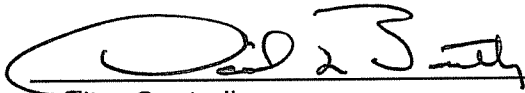
Seq	Payable To	For	Amount
1	Alpha Analytical Labs	Lab Testing (Novato & Pt Reyes)	1,588.00
2	American Messaging	Semi-Annual Pager Rental (3)	33.55
3	Athens Administrators	March Workers' Comp Admin Fee	1,000.00
4	AT&T	Telephone Charges: Leased Lines	62.86
5	Blastco	Prog Pymt #3: Recoat Interior of Crest Tank No 1 Project (Balance Remaining on Contract \$2,640)	42,857.10
6	Cahill Construction	Refund Security Deposit on Hyd Meter Less Final Bill	1,053.57
7	California State Disbursement	Wage Assignment Order (3)	1,478.50
8	CDW-Government	Replacement Monitors (2) (\$397) & Mice (6) (\$52) (For Stock)	449.02
9	Covello Group	Prog Pymt #10: Management of Recycled Water Pipeline Expansion North (Balance Remaining on Contract \$236,993)	36,842.22
10	Coyne, Margaret	Refund Overpayment on Closed Account	40.88
11	Cummings Trucking	Rock (64 yds)	2,290.20
12		Cafeteria Plan - Uninsured Medical Reimbursement	273.11
13		Vision Reimbursement	139.00
14	Foisy, Michael	Refund Alternative Compliance Reg 15 Deposit (\$945) & Novato "Toilet Rebate" Program (3) (\$225)	1,170.00
15	Golden Gate Petroleum	Gasoline (\$4.34/gal) & Diesel (\$4.37/gal)	5,720.83

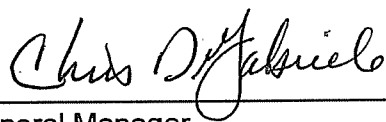
Seq	Payable To	For	Amount
16	Grainger	1/4" Copper Tubing, Fittings for Pump Stations (\$141), Landscape Bark Shovels (2) (\$121), Electrical Supplies for Plum St Tank (\$121), Galvanized Pipe & Couplings (2)	399.49
17	Grasso, Gail	Novato "Toilet Rebate" Program	75.00
18	Gremmels, Shirley	Novato "Water Smart Landscape Efficiency" Program	100.00
19	Hach	Reagent (\$92), Nitrogen & Nitrover Pillows (100) (\$46) (STP)	159.82
20	Hardy Diagnostics	Brilliant Green Bile Broth & Medium	156.39
21	HydroScience Engineers	Prog Pymt #5: Recycled Water On-Site Retrofits - Tank 1 (Balance Remaining on Contract \$33,464)	28,141.50
22	InfoSend	February Processing Fee for Water Bills (\$1,540), Postage (\$3,955) & Reminder Notice Modify Message (\$150)	5,645.13
23	Irish & Son's Welding	Weld Flanges to Spools on 8" Pipe (300 Bel Marin Keyes)	420.00
24	Keys, Peter	Novato "Toilet Rebate" Program	75.00
25		Vision Reimbursement (\$368) & Cafeteria Plan - Uninsured Medical Reimbursement (\$84)	452.45
26		Cafeteria Plan - Child Care Reimbursement	416.66
27	Larsengines	Chain Saw Parts	45.71
28	Lincoln Life	Deferred Compensation PPE 3/31	9,863.33
29	Lupatkin, Paula	Novato "Cash for Grass" Program	300.00
30		Vision Reimbursement	262.00
31	Miller Pacific Engineering	Geotechnical Services: Pt. Reyes TP Solids Handling	3,900.00
32	National Deferred	Deferred Compensation PPE 3/31	1,025.00
33	Neopost USA	Postage Meter Rental	65.10
34	Novato Disposal Service	February Trash Removal	413.20

Seq	Payable To	For	Amount
35	O'Brien, Becky	Novato "Washer Rebate" Program	50.00
36	Office Depot	Binder Clips (144), Address Labels (6,000) (\$41), Fingertip Moistener (6) & Pencil Holder	56.97
37	On Line Resource	Refund Payment - Can Not Locate Account	45.02
38	Pace Supply	3/4" Splices (25) (\$345), 1" Couplings (2) (\$73) & 3/4" Brass Plugs (6)	431.70
39	Pape Machinery	Lifting Hook for Backhoe Bucket	160.04
40	Parkinson Accounting Systems	February Accounting Software Support (\$97) & Programming to Create Material Cost Analysis Report (\$2,925)	3,022.50
41	Phillips, Aaron M.	Novato "Washer Rebate" Program	50.00
42	Point Reyes Prop Mgmt Assn	March HOA Dues (25 Giacomini Rd)	75.05
43	Rupp, Steve	Exp Reimb: Class A Physical	125.00
44	Sequoia Safety Supply	Safety Glasses (12) & Safety Vest (7) (\$66)	98.24
45	Sonoma County Water Agency	February Contract Water	296,916.16
46	Sorensen, Sam	Refund Overpayment on Account	846.62
47	SST Insurance Brokers	Quarterly Pymt: Property, E&O & Fidelity Bond Insurance	21,192.50
48	Township Building Services	February Janitorial Services	1,754.84
49	Trison Construction	Refund Security Deposit on Hyd Meter Less Final Bill	273.28
50	United States Plastic	Snap Clamps (20)	15.43
51	USA BlueBook	Pressure Gauges (2) (STP)	119.04
52	US Postal Service	Meter Postage	1,000.00
53	Verizon California	Telephone Charges: Leased Lines (\$583) & Minimum (\$28)	610.88

Seq	Payable To	For	Amount
54	Wall Street Journal	Subscription Renewal (Bentley) (3/12-3/13) (Budget \$150)	129.47
55	Zenith Instant Printing	Business Cards (Ramudo) (500)	96.84
		TOTAL DISBURSEMENTS	<u>\$473,984.20</u>

The foregoing payroll and accounts payable vouchers totaling \$473,984.20 are hereby approved and authorized for payment.

 3/26/12
Auditor-Controller Date

 3/26/2012
General Manager Date

DISBURSEMENTS - DATED MARCH 21, 2012

Date Prepared: 3/20/12

The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District

Seq	Payable To	For	Amount
P/R*	Employees	Net Payroll PPE 3/15	\$119,761.82
EFT*	Bank of the West	Federal & FICA Taxes PPE 3/15	43,671.97
1	Able Tire & Brake	Tire Repair ('08 F350)	26.74
2	Abrams, Phillip	Novato "Washer Rebate" Program	50.00
3	Ackerman, Gerald	Retiree Exp Reimb (Monthly Health Ins)	90.69
4	Agrichem Services	Refund Security Deposit on Hyd Meter Less Final Bill	1,184.90
5	Allied Electronics	RTU Parts	20.71
6	Alpha Analytical Labs	Lab Testing (Novato)	467.00
7	Badger Meter	5/8" Water Meters (144)	7,849.49
8	Bank of Marin	AEEP Loan Principal & Interest (Pymt 5 of 240)	46,066.67
9		Vision Reimbursement	100.00
10		Cafeteria Plan - Uninsured Medical Reimbursement	93.00
11	Bradbery, Ronald	Retiree Exp Reimb (Monthly Health Ins)	90.69
12	Bundesen, Gerald	Retiree Exp Reimb (Monthly Health Ins)	779.57
13	Butti, Lou	Retiree Exp Reimb (Monthly Health Ins)	779.57
14	State of California	State Tax & SDI PPE 3/15	8,458.16
15	California Water Service	Jan/Feb Water Service (OM) (0 Ccf)	140.62
16	California State Disbursement	Wage Assignment Order (3)	1,478.50
17	Calpico	Anodes (7) (\$1,071) & T-Caps (20)	1,127.52
18	CSW/Stuber-Stroeh Engineering	Prog Pymt #7: Reservoir Hill Tank Rehabilitation (Balance Remaining on Contract \$6,830)	2,214.26

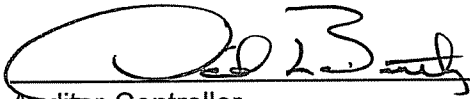
Seq	Payable To	For	Amount
19		Cafeteria Plan - Uninsured Medical Reimbursement	249.63
20	Derby, Richard	Retiree Exp Reimb (Monthly Health Ins)	90.69
21	Diggs, James	Retiree Exp Reimb (Monthly Health Ins)	779.57
22	Dixon, Trudy	Novato "Washer Rebate" Program	50.00
23	Electrical Equipment	RTU's & Software to Meet ARRA Requirements for RW North Plum Street Storage (Budget \$6,500)	6,431.00
24	Erickson, Cynthia	Novato "Washer Rebate" Program	50.00
25	Esposti, Delmo	Novato "Washer Rebate" Program	50.00
26	Eyler, John	Retiree Exp Reimb (Monthly Health Ins)	90.69
27	Farwest Corrosion Control	Bonding Straps (50) (RW Exp North - Segment 2)	47.89
28	Fisher Scientific	Nitrate (Lab)	103.29
29	Forrester, Stephen	Novato "Toilet Rebate" Program	150.00
30		Vision Reimbursement	20.60
31	Grainger	Duct Tape (24 rolls) (\$196), Yellow Hard Hats (8) (\$132), Pressure Gauges (18) (\$180), Tank Alarm Level Switches (\$241), Electrical Tester (\$63), Contactor, Selector Switch, Legend Plate, Float Switch (\$80) & Electrical Supplies (\$61)	962.11
32	Instrument Technology	Service Evaluation on Metal Detector	117.31
33	Irish & Son's Welding	Fabricate 4 8" Spools in Yard & Weld Tie Back Clips on 6" Main (\$420) (Tamalpais Rd) & Weld 8" Flange for Spools (\$315) (7200 Redwood Blvd)	735.00
34	Johnstone, Daniel	Retiree Exp Reimb (Monthly Health Ins)	90.69
35	Jones, Laura	Engineering Support Services: Novato Water System Master Plan 2012 Update Project (Balance Remaining on Contract \$25,187)	2,112.50
36	Kruger: Veolia Water	Replacement Liners, Impellers & Packing Glands on Sand Pumps (STP)	9,675.68

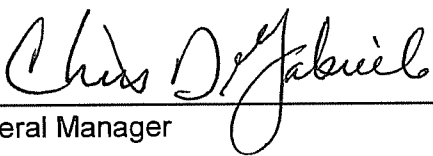
Seq	Payable To	For	Amount
37	Lab Safety Supply	Nitrite Standard (Lab)	30.78
38	Letsch, David	Novato "Washer Rebate" Program	50.00
39	Loprest Water Treatment	Anthracite Filter Coal (STP)	2,034.41
40	Maltby Electric	Portable Generator Cord Caps (2) (\$126) & Electrical Supplies (\$292)	418.31
41		Cafeteria Plan - Uninsured Medical Reimbursement	586.87
42	Marin Municipal Water District	Sponsor for NBWA 2012 Conference	1,500.00
43	Marin County Treasurer	Semi-Annual Bond Service PRE-1 Revenue Bond	11,525.00
44	Matchette, Tim	Retiree Exp Reimb (Monthly Health Ins)	230.18
45	McMaster-Carr Supply	S.S Wire Rope (200') (\$43) & Wire Rope Clamps (4) for Tank Staff Gauge Repairs	56.20
46	MegaPath	DSL Internet Service (3/12/12 - 4/11/12)	142.30
47	Metrohm USA	Zirconium Needle for Auto Samplers (Lab)	278.45
48	Microtech Scientific	Lauryl Sulfate Broth (\$155) & Tryptic Soy Broth (Lab)	212.80
49	Nelson, John O.	Retiree Exp Reimb (Monthly Health Ins)	90.69
50	New Pig	Absorbent Mats for Auto Shop (2)	134.23
51	No American Lake Management Society	Annual Dues (3/12-3/13 (Stompe) (Budget \$110)	110.00
52	North Marin Water District	NMWD Employee Assoc Dues - February	940.00
53	Novato Sanitary District	Non-Domestic Discharge Permit (NMW007) - Scheduled Monitoring Fees FY12 (\$315) & Worker's Comp Ins for Temp Employees Borrowed From Novato Sanitary District (\$1,548) (Borjian, Breit & Siragusa)	1,863.21
54	Pace Supply	3/4" Angle Meter Stops (17)	524.27
55	Parkinson Accounting Systems	Quarterly Accounting Software Support (2/1-4/30/12)	1,500.00
56	PERS Retirement System	Pension Contribution PPE 3/15	43,406.64

Seq	Payable To	For	Amount
57	Peterson Trucks	Replacement Front Axle Beam (\$1,404) & Wheel Bearings (\$723) (99-Int'l 5-yd Dump Truck) & Valve for Air Brake (\$242) ('02 Int'l 5-yd Dump Truck)	2,369.97
58	PG&E	Power: Bldgs/Yard (\$4,895), Rectifier/Controls (\$487), Pumping (\$14,640), Treatment (\$4,817) & Other (\$164)	25,002.93
59	Phillips & Associates	March O&M of O.M. Wastewater Treatment System	5,101.24
60	Poiani, Pete	Retiree Exp Reimb (Monthly Health Ins)	90.69
61	Preferred Alliance	Pre-Employment Physical (Meier)	42.00
62	Radio Shack	RTU Cable Parts	56.96
63	Ranger Pipelines	Prog Pymt #1: RW North Seg 2 Project (Balance Remaining on Contract \$1,468,100)	82,620.00
64	Roberts & Brune	6" Double Detection Fire Check Assembly	2,083.20
65	Scott's Office Equipment	Annual Maintenance Agreement on Admin Copier (2/24/11 - 2/23/12)	2,950.35
66	Smail, Catherine	Retiree Exp Reimb (Monthly Health Ins)	90.69
67	Somers, Teresa	Novato "Toilet Rebate" Program	225.00
68	Sonosky, Norma	Retiree Exp Reimb (Monthly Health Ins)	90.69
69		Vision Reimbursement	184.00
70	Staples Advantage	Highlighters (6), Calculator Tape (24 rolls), Binder, Banker Boxes (20) (\$35), Post-it Notes (12), Scotch Tape (36 rolls) (\$30), Envelopes (1,000) & Copy Paper (20 reams) (\$85)	196.71
71	SuperMedia	Quarterly Telephone Directory Charge	47.25
72	UNUM Life Insurance	March Group Life Ins Premium	669.46

Seq	Payable To	For	Amount
73	Velloza, Richard	Retiree Exp Reimb (Monthly Health Ins)	90.69
74	Watersavers Irrigation	PVC Pipe & Fittings for PRE Tank 2	29.14
TOTAL DISBURSEMENTS			<u>443,833.84</u>

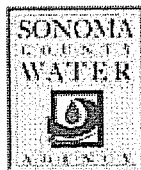
The foregoing payroll and accounts payable vouchers totaling \$443,833.84 are hereby approved and authorized for payment.

 3/20/12
 Auditor-Controller Date

 3/20/2012
 General Manager Date

BOV MSC**Chris DeGabriele**

From: Brad Sherwood [Brad.Sherwood@scwa.ca.gov]
Sent: Friday, March 30, 2012 11:14 AM
Subject: Sonoma County Water Agency Press Release: "March Miracle" Rainfall Improves Water Supply Outlook



Sonoma County Water Agency PRESS RELEASE

For Immediate Release

March 30, 2012

CONTACT:

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 707.547.1927 (Office)
 707.322.8192 (Cell)
 sherwood@scwa.ca.gov

“March Miracle” Rainfall Improves Water Supply Outlook

Russian River Water Supply System Back Into a “Normal” Designation

(Santa Rosa, CA) Thanks to the “March Miracle” rainfall, on April 1 Russian River water supply conditions will change from “critical” to “normal” under the Sonoma County Water Agency’s (Water Agency) water rights permits and State Water Resource Control Board Decision 1610 (Decision 1610). Under Decision 1610, issued in 1986, a water year is declared normal, dry, or critical on the first of each month between January and June based on cumulative inflow into Lake Pillsbury, located in Lake County on the Eel River.

“March has delivered our water supply system with much needed rain. The rain has resulted in significant inflow into Lake Pillsbury, to the point where we are now back into a ‘normal’ water supply scenario through at least May 1 when the water supply condition will be reassessed,” said Water Agency Assistant General Manager of Operations Pam Jeane. “We would like to see more rain in the coming month so our reservoirs can continue to fill for the upcoming dry season. It is important that our community continue using water efficiently – especially farmers and residents of Healdsburg and communities to the north, which rely on releases from Lake Mendocino.”

This “normal” designation means the Water Agency will not reduce Russian River flows in April as called for under the previous dry or critical designations. Minimum flows for April instead will be implemented as follows:

- **Upper Russian River** (Between Lake Mendocino and the confluence of Dry Creek and the Russian River near Healdsburg): 185 cubic feet per second
- **Lower Russian River** (between the confluence of Dry Creek and the Russian River to the Pacific Ocean): 125 cfs
- **Dry Creek** (between Lake Sonoma and the confluence of Dry Creek and the Russian River): 75 cfs

The Water Agency's two water supply reservoirs, Lake Sonoma and Lake Mendocino, continue to provide a reliable, secure source of drinking water for more than 600,000 residents in portions of Sonoma and Marin counties despite this year's dry weather.

Below are reservoir water supply levels as of March 30:

Lake Sonoma: 94 percent of water supply capacity

Lake Mendocino: 92 percent of water supply capacity. Note: The amount of water that can be stored in the lake for water supply changes seasonally (increasing as we approach the dry summer season).

Background –Russian River Biological Opinion and hydrologic index

Decision 1610 established a measure (known as a hydrologic index) that determines the water supply condition. The hydrologic index for the Russian River system is based on inflow into Lake Pillsbury, which is located outside of the Russian River watershed. The Water Agency is reviewing alternatives to this hydrologic index to determine if another index would more accurately reflect water supply conditions in the Russian River.

In 2008, the National Marine Fisheries Service (NMFS) issued its Russian River Biological Opinion. Biologists with NMFS concluded that minimum flow levels in the Russian River and Dry Creek during the summer (as established by Decision 1610) are too high for young coho salmon and steelhead. NMFS biologists believe that reducing summertime flows in the Russian River and Dry Creek would provide better fish habitat by reducing velocity. The Biological Opinion requires the Water Agency to seek permanent changes to the required minimum flows and, until those change requests are considered, annually request a reduction in minimum flows in the Russian River. In 2010 and 2011, the Water Agency sought – and the State Water Board granted – reductions in minimum flows to comply with the Biological Opinion. The Water Agency expects to file a petition to change minimum flow requirements to comply with the Biological Opinion in early April 2012.

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The Sonoma County Water Agency is working to secure our future by investing in our water resources, community and environment. The Water Agency provides water supply, flood protection and sanitation services for portions of Sonoma and Marin counties. Visit us on the Web at www.sonomacountywater.org.

Thank you,
Brad Sherwood
Public Affairs
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404 Aviation Blvd.
Santa Rosa, CA 95403



SUBMITTED MATERIAL

Figure skating champion, Olympic gold medalist, philanthropist and "Dancing With the Stars" winner Kristi Yamaguchi will sign copies of her new children's book, "It's a Big Wonderful World, Little Pig!" at Costco in Novato March 25, from 1 to 3 p.m.

In her first children's book, "Dream Big, Little Pig" Yamaguchi brought to young readers the "dream big" philosophy that helped her excel her entire life. Her motto, "Always dream," has contributed to her success on and off the ice. Now the adventures of Poppy the potbellied pig continue in her

second book.

Following her victories in the 1992 Winter Olympics Yamaguchi began a successful professional career. From 1992 to 2002 she toured with Stars on Ice and won numerous professional competitions. She appeared on television specials and collaborated with several choreographers to create diverse programs.

"Pushing the envelope helped us keep things fresh," said Yamaguchi.

In 2003 she premiered her own television special, "Kristi Yamaguchi's Friends and Family." Yamaguchi has received many awards and accolades throughout

her career. In 1996 she was named skater of the year by American Skating World magazine. She was one of Figure Skating magazine's 25 most influential names. She was also named to the USOC Olympic Hall of Fame in 1998 and the World Figure Skating Hall of Fame in 1999.

One of Yamaguchi's lasting legacies is her Always Dream Big Foundation, which she founded in 1996. The foundation raises funds and supports children's charities in the San Francisco Bay Area. Yamaguchi's victory in the sixth season of ABC's "Dancing With the Stars" was another gratifying achievement for her. These

significant accomplishment by a government and its management.

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly

United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a

North Main Water District receives recognition

SUBMITTED MATERIAL

For the third year in a row, the Certificate of Achievement for Excellence in Financial Reporting has been awarded to North Marin Water District by the government Finance Officers Association of the

A local dog park, were the recipients of the Community Spirit Award by the California Park and Recreation Society, District 1, on Feb. 25. Pat Eklund, Renele Schaefer, Brian Pearson, Courtney Flavin, Pam Shumault and Karyn Kambur (pictured above) accepted the award at a banquet held at Picklewood Community Center in San Rafael.

"These awards acknowledge a commitment to promoting participation in recreation, strengthening community

days, however, she lives in the San Francisco Bay Area with her husband and her daughter, who are her main focus.

"My family means everything to me," she said.

wellness, fostering community pride and strengthening community pride said Brian Pearson, president of Friends of Dogbone Meadow.

"The award honors the group's effort to work collaboratively with the city to improve the dog park and to work constructively with the Novato Community Garden."

Contact Nicole Baptistist
at nbaptistist@marrisclope.com.

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DOOR PRIZES

News briefs

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New principal for Tomales High
Adam Jennings, currently assistant principal at Monte Vista High School in Danville, has been named the new principal of Tomales High. He will be introduced to the community at a school board meeting on April 19, and will officially begin July 1. Jennings said he had been looking for a position at a smaller school, and was long attracted to the area. "I was hoping that that would take place," he said of the phone call by Superintendent Stephen Rosenthal that informed him he had been hired. "I met with everyone at a board meeting—I was excited. It's going to be a big change." Jennings said he and his young family will move to the Petaluma area for the new job. "I am looking forward to when I can actually get out here and meet the staff, meet the kids, meet the families. Those are big components for me—getting to know them and letting them know that I'm here to support them."

Rain brings water levels back up

Early spring rains are beginning to make up for the unusually dry winter in West Marin, easing concerns of the five water districts serving the region. In a press release sent Wednesday, the Marin Municipal Water District indicated that annual rainfall for its service area—including

Woodacre, San Geronimo and Lagunitas—nearly doubled since February, helping to restore previously depleted reservoirs to 97 percent capacity. North Marin Water District officials said that creek levels are up, meaning customers along Tomales Bay won't likely be subjected to cutbacks come summer. "We're very happy about the rain," Chris DeGabriele, the district's general manager, said. Bolinas is also faring well, Jennifer Blackman, general manager of the utility district, said, adding that reservoir levels were high prior to the recent downpours due to excess from last year. And officials with Stinson and Inverness water districts both gave their districts clean bills of health. "We like to see between 27 to 29 inches by June," Scott McMorrow, Inverness's general manager, said. "Right now we're at 27 and 13/100. So we're within our comfort zone."

Coastal plan inches forward

The Marin County Planning Commission presented a summary of the natural resources and agricultural sections of the current draft of the Local Coastal Program (LCP) to the Board of Supervisors on Tuesday at the second of two public workshops on amendments to the document. Principal planner Jack Liebster said the commission briefed the board on the updates to

the two sections and highlighted changes intended to ensure the viability of agriculture in West Marin, particularly related to providing intergenerational housing on ranches. "The board had some questions to clarify what was going on," Liebster said. "There was a recognition that there were differences between interested parties." Representatives of numerous organizations, including the Environmental Action Committee of West Marin, Marin County Farm Bureau and the Audubon Society, voiced concerns about the amendments. After approval by the board, the new draft of the LCP will move to the state's Coastal Commission to become law.

Grants for Bo, Stin projects

The Stinson/Bolinas Community Fund Grants Program is now accepting proposals from individuals or organizations for projects that benefit their communities. The maximum amount awarded for each grant will be \$3,000. Application guidelines are available at sbcgrants.org or by calling Belle Wood at (415) 868.2043. Copies also are available at the Stinson Beach Library and Bolinas libraries. The deadline for applications is Monday, April 30. Those interested in supporting the Stinson/Bolinas Community Fund, which was founded in 1998, call Harriet Moss at (415) 331-8901.