



NOTICE OF THE REGULAR BI-MONTHLY MEETING OF THE BOARD OF DIRECTORS

MEETING DATE: June 6, 2023

TIME: 5:30 p.m. – Meeting Begins (Open to the Public)
5:31 p.m. or Thereafter - Closed Session (Only for the Board and Staff)
6:30 p.m. – Reconvene Open Session (Open to the Public)

LOCATIONS: This meeting will be held remotely and in-person.

Open Session	Closed Session
Marin Water Board Room 220 Nellen Avenue Corte Madera, CA 94925	Marin Water Mt. Tam Conference Rm. 220 Nellen Avenue Corte Madera, CA 94925
Remotely	
URL: https://us06web.zoom.us/j/88134852296	
Webinar ID: 881 3485 2296 Phone Call: 1-669-444-9171	

EMAILED PUBLIC COMMENTS: Submit your comments in advance of the meeting to BoardComment@MarinWater.org. All emailed comments received by 3:00 p.m. on the day of the meeting will be provided to the Board of Directors prior to the meeting. Please do not include personal information in your comment such as phone numbers and home addresses.

PARTICIPATION DURING THE MEETING:

In-person Attendee: Fill out a speaker card and place it next to the board secretary. List the number of the agenda item(s), for which you would like to provide a comment. Once you're called, proceed to the lectern to make your comment.

Virtual Attendee: Click on the "raise hand" button on the bottom of the Zoom screen. If you are joining by phone and would like to comment, press *9 and staff will call on you by the last four digits of your phone number.

(Note: The board president may shorten the amount of time for public comment due to large numbers of both in-person and virtual attendees.)

AGENDA ITEMS	RECOMMENDATIONS
Call to Order and Roll Call*	
Adoption of Agenda	<i>Approve</i>
<p>Public Comment on Closed Session Items only (<i>Board Room</i>)</p> <p>Comments will be limited to three (3) minutes per speaker, and time limits may be reduced by the board president to accommodate the number of speakers and ensure that the meeting is conducted in an efficient manner.</p>	
<p>Convene to Closed Session (<i>Mt. Tam Conference Room</i>) (Only the Board of Directors and Staff will participate.)</p>	
<p>Closed Session Item</p>	
<p>1. Conference with Labor Negotiators (Government Code §54957.6)</p> <p>Agency Designated Representative: Ben Horenstein, General Manager Employee Organizations: Service Employees International Union, Local 1021; Unrepresented Employees</p>	
<p>Reconvene to Open Session at or after 6:30 p.m. (<i>Board Room</i>)</p>	
<p>Closed Session Report Out</p>	
<p>Public Comment - Items Not on the Agenda</p> <p>Members of the public may comment on any items not listed on the agenda during this time. Comments will be limited to three (3) minutes per speaker, and time limits may be reduced by the board president to accommodate the number of speakers and to ensure that the meeting is conducted in an efficient manner.</p>	
<p>Directors' and General Manager's Announcements (<i>6:40 p.m. – Time Approximate</i>)</p>	
<p>Consent Calendar (<i>6:45 p.m. – Time Approximate</i>)</p> <p>All matters listed on the consent calendar are considered to be routine and will be enacted by a single action of the Board, unless specific items are removed from the consent calendar by the Board during adoption of the agenda for separate discussion and action.</p>	

*MARIN WATER BOARD OF DIRECTORS ORDER OF ROLL CALL: RANJIV KHUSH, LARRY RUSSELL, MATT SAMSON, JED SMITH, AND MONTY SCHMITT

AGENDA ITEMS	RECOMMENDATIONS
2. Minutes of the Board of Directors' Regular Meeting of May 16, 2023 and Special Meeting of May 23, 2023	<i>Approve</i>
3. A Resolution Authorizing Award of Contract Number 1995, Bolsa Tank Removal Project, to Michael Paul Company Inc. in the Amount of \$142,000	<i>Approve</i>
4. Amendment No. 4 to Miscellaneous Agreement 5789 for On-Call Environmental Services with Environmental Science Associates (ESA)	<i>Approve</i>
5. A Resolution Designating the Extended and Relocated Hill Avenue Water Main in Woodacre as a Limited Purpose Facility	<i>Approve</i>
6. Amendment No. 1 to Miscellaneous Agreement 6106 with Cinquini & Passarino, Inc. for On-Call Land Surveying Services	<i>Approve</i>
7. Amendments to Biodiversity, Fire, and Fuels Integrated Plan (BFFIP) Vegetation Management Contracts (Amendment No. 2 to Contract No. 1938, Amendment No. 2 to Contract No. 1948, and Amendment No. 1 to Contract No. 1967) for One Additional Year Ending Fiscal Year June 30, 2024	<i>Approve</i>
Regular Calendar (6:50 p.m. – Time Approximate)	
8. Update on Water Resiliency Roadmap <i>(Approximate time 20 minutes)</i>	<i>Information</i>
9. Amendment No. 1 To Professional Services Agreement with Woodard and Curran for Program Management and Technical Services to Support the Implementation of the Integrated Roadmap <i>(Approximate time 10 minutes)</i>	<i>Approve</i>
10. A Resolution Waiving Minor Bid Irregularity and Awarding a Multi-Year Tree Maintenance Contract to The Professional Tree Care Company in the Amount of \$744,835 <i>(Approximate time 15 minutes)</i>	<i>Approve</i>
11. Future Meeting Schedule and Agenda Items <i>(Approximate time 5 minutes)</i>	<i>Information</i>
Adjournment (7:40 p.m. – Time Approximate)	

*MARIN WATER BOARD OF DIRECTORS ORDER OF ROLL CALL: RANJIV KHUSH, LARRY RUSSELL, MATT SAMSON, JED SMITH, AND MONTY SCHMITT

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

In accordance with the Americans with Disabilities Act (ADA) and California Law, it is Marin Water’s policy to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are an individual with a disability and require a copy of a public hearing notice, an agenda, and/or agenda packet in an appropriate alternative format, or if you require other accommodations, please contact Board Secretary Terrie Gillen at 415.945.1448, at least two days in advance of the meeting. Advance notification will enable Marin Water to make reasonable arrangements to ensure accessibility.

INFORMATION AGENDAS ARE AVAILABLE FOR REVIEW AT THE CIVIC CENTER LIBRARY, CORTE MADERA LIBRARY, FAIRFAX LIBRARY, MILL VALLEY LIBRARY, MARIN WATER OFFICE, AND ON THE MARIN WATER WEBSITE (MARINWATER.ORG)

FUTURE BOARD AND COMMITTEE MEETINGS AND UPCOMING AGENDA ITEMS:

Dates	Meetings
Thursday, June 15, 2023 1:30 p.m.	<ul style="list-style-type: none">• Watershed Committee Meeting/Special Meeting of the Board of Directors (Watershed)
Friday, June 16, 2023 9:30 a.m.	<ul style="list-style-type: none">• Operations Committee Meeting/Special Meeting of the Board of Directors (Operations)<ul style="list-style-type: none">- Closed Session regarding Labor immediately to follow
Tuesday, June 20, 2023 6:30 p.m.	<ul style="list-style-type: none">• Board of Directors’ Regular Bi-Monthly Meeting<ul style="list-style-type: none">- Closed Session regarding Labor immediately to follow
<ul style="list-style-type: none">• Upcoming Key Items for future Board Meetings<ul style="list-style-type: none">- Adoption of 2024-25 Budget (June 20,2023)	



Board Secretary



Approval Item

TITLE

Minutes of the Board of Directors' Regular Meeting of May 16, 2023 and Special Meeting of May 23, 2023

RECOMMENDATION

Approve the adoption of the minutes

SUMMARY

The Board of Directors held their regular meeting on May 16, 2023 and a special meeting on May 23, 2023. The minutes of both meetings are attached.

DISCUSSION

None

FISCAL IMPACT

None

ATTACHMENT(S)

1. Minutes of the Board of Directors' Regular Meeting of May 16, 2023
2. Minutes of the Board of Directors' Special Meeting of May 23, 2023

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Communications & Public Affairs Department	 Terrie Gillen Board Secretary	 Ben Horenstein General Manager

**MARIN MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS**

MEETING MINUTES

Tuesday, May 16, 2023

Via Remotely and In-Person

Open Session Location: Marin Water Board Room, 220 Nellen Avenue, Corte Madera, CA 94925

CALL TO ORDER AND ROLL CALL

President Monty Schmitt called the meeting to order at 6:30 p.m.

Directors Present: Ranjiv Khush, Larry Russell, Matt Samson, Jed Smith, and Monty Schmitt

Directors Absent: None

ADOPTION OF AGENDA

On motion made by Director Smith and seconded by Vice President Khush, the board adopted the agenda.

Ayes: Directors Khush, Russell, Samson, Smith, and Schmitt

Noes: None

There were no public comments on the *Adoption of the Agenda*.

PUBLIC COMMENT – ITEMS NOT ON THE AGENDA

There were four (4) public comments on items not on the agenda.

DIRECTORS' AND GENERAL MANAGER'S ANNOUNCEMENTS & COMMITTEE REPORTS

- Vice President Khush announced that San Rafael Mayor Kate Collins partook in the Wyland National Mayors Water Conservation Challenge by fulfilling conservation pledges on behalf of her city. He enquired if this was something that the District could support.

CONSENT CALENDAR (ITEMS 1-3)

- Item 1 Minutes of the Board of Directors' Special Meetings of May 2, 2023 and May 3, 2023**

- Item 2 General Manager's Report April 2023**

- Item 3 Authorize the General Manager to Negotiate and Execute Agreements for the Purpose of Water Treatment Chemicals**

Director Samson highlighted Agenda Item #3, Authorize the General Manager to Negotiate and Execute Agreements for the Purpose of Water Treatment Chemicals, including an annual cost increase of 40% as an example that the District is experiencing price increases in excess of inflation and noted the correlation to public hearing item on water rates.

On motion made by Director Smith and seconded by Director Samson, the board approved the Consent Calendar.

Ayes: Directors Khush, Russell, Samson, Smith, and Schmitt
Noes: None

There were no public comments on the Consent Calendar.

REGULAR CALENDAR (ITEM 4)

- Item 4 Future Meeting Schedule and Agenda Items**

The board secretary reported on upcoming internal and external meetings. A brief discussion followed between staff and Director Russell pertaining to one of the upcoming committee meetings.

There were no public comments.

This was an informational item. The board did not take any formal action.

PUBLIC HEARING

- Item 5 Conduct a Public Hearing on the Proposed Increases to Customer Water Service Rates, Fees and Charges; and, Adopt Ordinance No. 464 Amending Title 6 Pertaining to the Water Service Rates and Charges of the Marin Municipal Water District Code**

Board President Schmitt thanked the public for attending the meeting, described the process on how the public could participate, as well as the process on how the hearing would be conducted.

General Manager Ben Horenstein began the presentation by providing an overview of the District, including its operations and financial goals.

Finance Director Bret Uppendahl continued the presentation explaining the District's financial challenges and opportunities, rate setting process, Cost of Service Analysis, and revenue requirement. Next, Engineering Planning Manager Elysha Irish reviewed the baseline projects, water supply projects, deferred maintenance, watershed biodiversity fire and fuels management, systems and pending larger District projects.

Finance Director Uppendahl concluded the presentation by going over the recommended financial plan over a four-year planning period and showing the proposed rate structure designed to address the District's water supply, capital projects and deferred maintenance, inflationary costs and operating enhancements, and reserve replenishment.

General Counsel Molly MacLean then explained the District's process in complying with the Proposition 218 in notice requirements, including the mailing of the proposed water rate and fee increase to all record parcel owners and customers within the District. She further noted that the District would be collecting written protests until the close of the public hearing.

President Schmitt opened the public hearing announcing that speakers would be allowed only one minute for comments due to the number attendees present and on Zoom (over 140). There were approximately 40 speakers.

Following public comments the Board took a 10 minutes recess.

At 8:58 p.m., the meeting resumed. District staff addressed comments and questions raised during the public hearing.

President Schmitt formally closed the public hearing. General Counsel MacLean announced that the District provided water service to 56,178 parcels, which are subject to the proposed rates. Given that, the District would require 28,090 protests to prevent the Board from considering the proposed water rate and fee proposal. At the close of the public hearing, the District received 599 valid protests. Therefore, the Board was free to consider adoption of the proposed increase the District's water rates and fees.

Each of the Directors provided comments.

After deliberation, the Board took the following vote:

On motion made by Vice President Khush and seconded by Director Samson, the Board adopted Ordinance No. 464, Title 6 Pertaining to the Water Service Rates and Charges of the Marin Municipal Water District Code.

Ayes: Directors Khush, Samson, Smith, and Schmitt

Noes: Director Russell

ADJOURNMENT

There being no further business, the Board of Directors' Regular Bi-Monthly Meeting of May 16, 2023, adjourned at approximately 9:45 p.m.

Board Secretary

**MARIN MUNICIPAL WATER DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

MINUTES

Tuesday, May 23, 2023

Held Virtually and at In-Person Locations

Marin Water, Board Room, 220 Nellen Avenue, Corte Madera, CA 94925, and
Marin Water, Mt. Tam Conference Room, 220 Nellen Avenue, Corte Madera, CA 94925

CALL TO ORDER AND ROLL CALL

President Monty Schmitt called the meeting to order at 5:00 p.m.

Directors Present: Ranjiv Khush, Larry Russell, Matt Samson, Jed Smith, and
Monty Schmitt

Directors Absent: None

ADOPT AGENDA

On motion made by Director Smith and seconded by Vice President Khush, the Board of
Directors adopted the agenda.

Ayes: Directors Khush, Russell, Samson, Smith, and Schmitt

Noes: None

PUBLIC COMMENT ON CLOSED SESSION ITEMS

There were no public comments on the Closed Session item.

CONVENE TO CLOSED SESSION

The directors convened to Closed Session at 5:02 p.m. and went to the Mt. Tam Conference
Room.

CLOSED SESSION ITEMS

1. Public Employee Performance Evaluation

(Government Code §54957)

Title: General Manager

2. Conference with Legal Counsel – Initiation of Litigation

(Pursuant to Paragraph 4 of Subdivision (d) of Section §54956.9)

Number of Potential Cases: One

3. Conference with Labor Negotiators

(Government Code §54957.6)

Agency Designated Representative: Ben Horenstein, General Manager

Employee Organizations: Service Employees International Union, Local 1021;
Unrepresented Employees

RECONVENE TO OPEN SESSION

The Board adjourned the closed session and returned to the Board Room.

CLOSED SESSION REPORT OUT

President Schmitt announced that the Closed Session adjourned at 8:55 p.m. and there was no reportable action.

ADJOURNMENT

There being no further business, the special meeting adjourned at 8:59 p.m.

Board Secretary



Approval Item

TITLE

Award of Contract No. 1995 for the Bolsa Tank Removal Project to Michael Paul Company Inc., for the Installation of 90 Feet of Pipe, Pressure Regulator and Decommission and Removal of the Redwood Bolsa Tank Located in the City of Mill Valley in Support of the District’s Capital Improvement Program

RECOMMENDATION

Approve a resolution authorizing award of Contract No. 1995, Bolsa Tank Removal Project, (Project) to Michael Paul Company Inc. in an amount of \$142,900 and authorizing the General Manager to execute any necessary amendments to Contract No. 1995, which do not exceed \$14,000

SUMMARY

District Staff brought this item to the April 18, 2023 Board meeting for review as an informational item.

On May 16, 2023, the District received and opened three (3) bids for the Project to install approximately 90 feet of new pipe and a pressure regulator station in order to permanently decommission and remove the 45-year-old, 200,000-gallon leak prone redwood Bolsa Tank located in the city of Mill Valley. Michael Paul Company Inc., submitted the lowest responsive and responsible bid in the amount of \$142,900. Therefore, staff recommends that the Board of Directors approve a resolution awarding Contract No. 1995 to Michael Paul Company Inc., in the amount of \$142,900 and authorizing the General Manager to execute any necessary amendments to Contract No. 1995, which do not exceed \$14,000.

DISCUSSION

The Bolsa Tank Removal Project is a component of the District’s Capital Improvement Program. This Project will install 90 feet of 6-inch pipe along with a new pressure regulator valve to permanently decommission and remove the 45-year-old, 200,000- gallon leak prone redwood Bolsa Tank located in the city of Mill Valley. The Project will take place in the locations described in Table 1 and shown on the map provided in Attachment 2.

Table 1
Pipeline Replacement Locations

Street	Length	Size & Type
Bolsa Tank Fire Rd	30 ft	6-inch WSP
Hill Side Avenue	60 ft	6-inch WSP

*wsp – welded steel pipe

This street segment was evaluated for the installation of recycled water piping. The closest wastewater treatment plant, Mill Valley Sewage Treatment Plant operated by the Sewerage Agency of Southern Marin (SASM), is located approximately 2.1 miles away in Mill Valley. The recommended recycled water expansion project from the 2014 SASM/MMWD Recycled Water Feasibility Study does not bring recycled water near this project area, so installing recycled water piping alongside this pipeline project is not recommended.

On May 16, 2023, the District received and opened three (3) bids for the Project. Bid results are provided in the Bid Results table shown below.

Bid Results
Bolsa Tank Removal Project

Bid Rank	Contractor Name	Bid Amount
1.	Michael Paul Company	\$142,900
2.	Maggiora & Ghilotti Inc.	\$202,700
3.	Bowen Engineering & Environmental	Non-Responsive

Contract No: 1995

Project No: D16006

Engineer's Estimate: \$137,000

Michael Paul Company Inc. submitted the lowest bid. They hold a Class A and C34 – General Engineering License, License No. 386001, which is current and active and expires on 10/31/24. As required by State Law, Michael Paul Company Inc. is registered with the California Department of Industrial Relations under PWCR Number 1000003020. Following contract award, District staff will register the Project with the California Department of Industrial Relations.

Summaries of the estimated Project costs and schedule are provided below.

Budget:

Contract Award:	\$142,900
25% Contingency:	\$14,000
Materials and Professional Fees:	\$30,000
District Labor/Inspection:	\$60,000
Total Budget:	\$246,900
Budgetary Category:	A1A11

Project Implementation:

Project Advertisement: May 2, 2023
Bid Opening: May 16, 2023
Project Award: June 6, 2023
Estimated Completion Date: August 15, 2023
Duration: 70 days

ENVIRONMENTAL REVIEW

Staff has reviewed the Project pursuant to the California Environmental Quality Act (CEQA) and has found that the Project is statutorily exempt pursuant to the California Public Resource Code section 21080.21 inasmuch as the project involves the installation of less than one mile of new pipeline within a public street. The Project is also eligible for a Categorical Exemption pursuant to CEQA Guidelines Section 15302(c), Replacement or Reconstruction. The Project qualifies for exemption pursuant to Section 15302(c) inasmuch as it is the replacement of existing water storage tank with a pipeline involving negligible or no expansion of capacity.

PUBLIC OUTREACH EFFORTS

The District’s multi-step process for notifying customers about this Project began in March 2023 when District staff sent out Project Information letter with a map to all customers along the Project route. Public outreach steps to be taken are described in the table below.


Department	Action
Engineering	Upon approval of the contract by the Board, send Project information letter with a map to all customers along the Project route.
Public Information	Issue news release to local media (print and online outlets).
Public Information	Post on MMWD website.
Public Information	Post on MMWD Nextdoor page for affected neighborhoods.
Public Information	Send notice to City of Mill Valley for posting on their website.
Engineering	Provide signage at Project site throughout construction period.

FISCAL IMPACT

The total cost to complete the Bolsa Tank Removal Project is estimated at \$246,900.

ATTACHMENTS

1. Proposed resolution
2. Site Map
3. Notice of Exemption

DIVISION OR DEPARTMENT	DIVISION MANAGER	APPROVED
Engineering	 Crystal Yezman Director of Engineering	 Ben Horenstein General Manager

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF THE MARIN MUNICIPAL WATER DISTRICT
APPROVING AWARD OF CONSTRUCTION CONTRACT NO. 1995 TO MICHAEL PAUL
COMPANY INC. FOR THE BOLSA TANK REMOVAL PROJECT**

WHEREAS, on May 2, 2023, the District advertised Contract No. 1995, for the Bolsa Tank Removal Project (D16006), which will include installation of approximately 90 feet of new pipe and a pressure regulator station in order to permanently decommission and remove the 45-year-old, 200,000-gallon leak prone redwood Bolsa Tank located in the City of Mill Valley (“Project”); and

WHEREAS, the District received and publicly opened three (3) bids on May 16, 2023, of which Michael Paul Company Inc.’s bid \$142,900 was the lowest responsive and responsible bid.

NOW, THEREFORE, THE BOARD OF DIRECTORS HEREBY FINDS AND RESOLVES, that:

1. The bid of \$142,900 submitted by the Michael Paul Company Inc. for the Bolsa Tank Removal Project under Contract No. 1995 (“Contract”) was the lowest responsive and responsible bid submitted therefor, and said bid is hereby accepted.
2. A Contract for this Project be awarded to said low bidder, and the General Manager is authorized and directed to execute said Contract on behalf of the District upon receipt of a performance bond, payment bond, proof of insurance, and the executed contract for the work from said bidder.
3. The General Manager is authorized to execute any and all future amendments to the Contract, which he deems necessary, without further Board approval, so long as those amendments to the Contract do not exceed \$14,000.
4. Upon complete execution of said Contract, the bonds and/or checks of the other bidders are to be returned to said other bidders, and all bids other than that of the Michael Paul Company Inc. are to be rejected.
5. The Project is Categorically Exempt from review under Section 15302(c) of the CEQA Guidelines inasmuch as it is the replacement of existing water pipeline involving negligible or no expansion of capacity.

6. The Project is also statutorily exempt pursuant to the California Public Resource Code section 21080.21 inasmuch as the Project involves the installation of less than one mile of new pipeline within a public street.

PASSED AND ADOPTED this 6th day of June, 2023, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

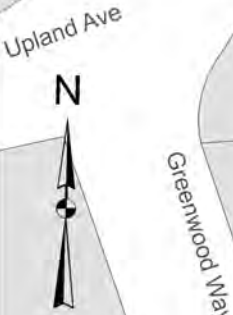
Monty Schmitt
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary

BOLSA TANK REPLACEMENT PROJECT

Item Number: 03
Attachment: 02



Bolsa Tank Fire Rd

INSTALL 6" WSP

REMOVE EXISTING REDWOOD TANK

INSTALL PRESSURE REGULATOR STATION

Hillside Ave

www.marinwater.org
(415) 945-1455
contactus@marinwater.org

Notice of Exemption

Item Number: 03
Attachment: 03



Filing Requested By and When Filed Return To:

Marin Municipal Water District
220 Nellen Ave
Corte Madera, CA 94925
Attn: Crystal Yezman, Director of Engineering

Project Title: Bolsa Tank Removal Project

Project Location: City of Mill Valley

Project Location – County: Marin

Project Description: The project will install approximately 90 feet of new pipe and a pressure regulator station in order to permanently decommission and remove the 45-year-old, 200,000-gallon leak prone redwood Bolsa Tank located in the City of Mill Valley in support of the District’s Capital Improvement Program.

The roads involved are shown in Figure 1 and described in the table below:

Street	Length	Size & Type
Bolsa Tank Fire Rd	30 ft	6-inch WSP
Hillside Avenue	60 ft	6-inch WSP

*wsp – welded steel pipe

Public Agency Approving Project: Marin Municipal Water District

Name of Person or Agency Carrying Out Project: Marin Municipal Water District

CEQA Exemption Status: Categorical Exemption Section 15302(c), Replacement or Reconstruction and Statutorily Exempt per Section 21080.21

Reason for Exemption: The project qualifies for exemption pursuant to the California Public Resource Code Division 13 Environmental Quality Section 21080.21 inasmuch as the project involves the installation of less than one mile of new pipeline within a public street. The Project is also eligible for a Categorical Exemption pursuant to CEQA Guidelines Section 15302(c), Replacement or Reconstruction. The Project qualifies for exemption pursuant to Section 15302(c) inasmuch as it is the replacement of existing water storage tank with a pipeline involving negligible or no expansion of capacity.

Project Approval: The Marin Municipal Water District Board of Directors approved the award of a contract for project construction, which represents project approval as defined by Section 15352 of the Guidelines for Implementation of the California Environmental Quality Act, at their regularly scheduled meeting on June 6, 2023.

Lead Agency Contact Person: Crystal Yezman, Marin Municipal Water District **Telephone:** (415) 945-1100

Crystal Yezman, Director of Engineering

Date

Figure 1: Bolsa Tank Removal Project



SOURCE: MMWD 2023



Approval Item

TITLE

Amendment No. 4 to Miscellaneous Agreement No. 5789 for On-Call Environmental Services Contract with Environmental Science Associates

RECOMMENDATION

Approve Amendment No. 4 to Miscellaneous Agreement 5789 and authorize execution by the General Manager, with Environmental Science Associates (ESA), to perform on-call environmental compliance services in support of critical infrastructure projects

SUMMARY

The Operations Committee reviewed this item on May 19, 2023, and referred it to a future Regular Bi-Monthly Meeting of the Board of Directors for the Board to consider approval and authorization for the General Manager to execute the amendment.

Environmental compliance support is necessary for the District to implement various infrastructure and watershed maintenance projects, including upkeep of trails, upgrades to water distribution infrastructure, and support of vegetation management for wildfire fuel reduction. These services include CEQA/NEPA documentation, environmental permitting, monitoring for permit conditions, biological surveys, cultural resources assessments, hydrologic analysis, and geomorphic monitoring. Amendment No. 4 extends the term of the on-call environmental services contract through June 30, 2025 for an additional \$300,000.

DISCUSSION

In the spring of 2019, the District sent a Request for Proposal to five San Francisco Bay Area firms that were identified as having sufficient in-house expertise to address all of the components of the District's environmental services scope of work. The five firms were Horizon Water and Environment, Panorama, Dudek, Amy O. Skewes Cox with Environmental Collaborative, and ESA. Following review of the submitted proposals, four firms were invited to participate in an interview process. ESA was selected based on their experience supporting clients with CEQA compliance, project level environmental assessments, and their team's breadth of technical expertise. On July 2, 2019, the District approved a two-year contract with ESA for On-Call Environmental Services with a not-to-exceed budget of \$250,000. Amendment No. 1 was executed on April 10, 2020, to correct the contract end date. Amendment No. 2 was executed on April 19, 2021, to extend the contract end date and add additional tasks to support the development of the Lagunitas Creek Flow Release Study and Temporary Urgency Change Petition (TUCP) and for additional funds in the amount of \$305,992 with a new total not-to-exceed budget of \$555,992. Amendment No. 3 was executed on December 6, 2021, to extend the contract end date and add additional tasks, such as support for the Emergency Intertie

Project, Azalea Hill Trail National Environmental Policy Act (NEPA) Natural Environmental Study, Pine Mountain Tunnel Replacement CEQA review, and other CEQA analyses for water infrastructure projects for an additional funds in the amount of \$751,393 with a total not-to-exceed budget of \$1,307,385.

Amendment No. 4 will add \$300,000 in additional budget for the On-Call Services tasks and extend the contract end date. This additional budget will be split across the next two fiscal years to ensure the District can continue to meet its project level environmental compliance requirements. The consultant has been effective at helping the District complete CEQA analysis for critical projects, conduct pre-project environmental assessments, and develop project permit applications. Some upcoming projects requiring CEQA and NEPA services include Wolfback Ridge Pipeline Replacement Project, North Marin Line Pipeline Replacement Project, Smith Saddle Tanks Replacement, Wolfback Ridge Tanks Recoating, Hind Tanks Replacement Project, watershed culvert compliance, as well as other small as-needed jobs in the Development Services department. Other projects needing environmental compliance services, such as the Phoenix-Bon Tempe Connection and Soulajule Electrification projects, are being addressed in other contracts.

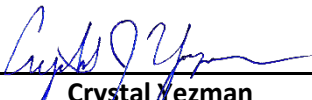

This amendment will be the last amendment for this agreement. District staff will engage in another formal Request for Proposal process for a new contract once the term of this agreement expires.

FISCAL IMPACT

Amendment No. 4 to Agreement 5789 with ESA would extend the current on-call services agreement term until June 30, 2025 and increase the budget by \$300,000 for a total annual not-to-exceed amount of \$150,000 in fiscal years 24 and 25. This would bring the total not-to-exceed contract amount to \$1,607,385.

ATTACHMENT(S)

None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Crystal Yezman Director of Engineering	 Ben Horenstein Executive Director



Approval Item

TITLE

Resolution Designating a Limited Purpose Facility, Water Line on Hill Avenue, Woodacre

RECOMMENDATION

Adopt a resolution pursuant to District Code section 11.48.010 designating the limited use of the extended and relocated Hill Avenue water main in Woodacre

SUMMARY

The Operations Committee reviewed this item on May 19, 2023, and referred it to a future Regular Bi-Monthly Meeting of the Board of Directors for the Board to consider adopting a resolution to designate a limited purpose facility in connection with the relocation and extension of a water service line on Hill Avenue in Woodacre.

The adoption of a resolution pursuant to District Code section 11.48.010 limits the use of a water main line to the property bearing the cost of the relocation/extension, subject to the future user(s) contribution of its share of the water main relocation/extension costs. Pursuant to District Code section 11.48.010, the Board may declare, by resolution, a new pipeline a Limited Purpose Facility, which means that it may be used to serve only the parcels specified in the resolution. Approval of a resolution designating the pipeline as a Limited Purpose Facility would require the future developer of the property seeking to use this water main to pay its fair share of the pipeline extension/relocation costs to the parcel owner who initially paid the entire cost for the relocation/extension of the line.

DISCUSSION

The District currently owns and maintains approximately 155' of 2-inch pipeline within the private property located at 43 Taylor Avenue in Woodacre. The property owner desires to make improvements to his property. These improvements would encumber the District's ability to access its existing pipeline and thus, create potential maintenance issues. Therefore, the property owner has entered into a Pipeline Relocation Agreement with the District to relocate the water main into the public right-of-way of Hill Avenue and has agreed to pay for all costs associated with the relocation and extension of this water line. The new pipeline alignment will begin by connecting to the District's existing water main in Hill Avenue and extend to the two existing services currently served by the 2-inch pipeline installed in the private property at 43 Taylor Avenue. The new pipeline will be approximately 350 linear feet in total.

Once installed, the new pipeline will make water service available to a currently undeveloped property on Hill Avenue. Without the availability of an existing District water main, the District would require any future developer to extend existing District facilities and bear all costs associated with the pipeline extension. Here, since the property owner of 43 Taylor Avenue is financing the relocation of this pipeline, District staff believe it is appropriate for the new

portion of pipeline along Hill Avenue to be deemed a Limited Purpose Facility. Pursuant to District Code Section 11.48.010, the Board may adopt a resolution declaring this new pipeline as a Limited Purpose Facility. In doing so, no new future water service will be approved for the undeveloped property on Hill Avenue without payment to the owner of 43 Taylor Avenue, who is financing the new pipeline installation, of a pro rata contribution toward the cost of the pipeline installation. This will ensure any future developer of that property pays its fair share. If designated as a Limited Purpose Facility, the designation will remain valid for an initial period of five (5) years. The Board, at its discretion, may extend such designation for subsequent periods in additional five (5) year increments by future resolution. The proposed resolution designating the new water main a Limited Purpose Facility does not guarantee future contribution to the owner of 43 Taylor Avenue, but merely puts a temporary marker in place with the District for possible future reimbursement to the owner of 43 Taylor Avenue.

ENVIRONMENTAL REVIEW

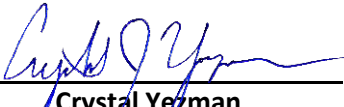

Staff has reviewed the Project pursuant to the California Environmental Quality Act (CEQA) and has found that the Project is statutorily exempt pursuant to the California Public Resource Code Division 13 Environmental Quality Section 21080.21 inasmuch as the project involves the installation of less than one mile of new pipeline within a public street. The Project is also eligible for a Categorical Exemption pursuant to CEQA Guidelines Section 15302(c), Replacement or Reconstruction. The Project qualifies for exemption pursuant to Section 15302(c) inasmuch as it is the replacement of existing pipeline involving negligible or no expansion of capacity.

FISCAL IMPACT

None

ATTACHMENT(S)

- 1. Proposed Resolution
- 2. District Code Section 11.48.010 Limited Purpose Facilities

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Crystal Yezman Director of Engineering	 Ben Horenstein General Manager

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

**RESOLUTION OF THE MARIN MUNICIPAL WATER DISTRICT BOARD OF DIRECTORS
DESIGNATING A LIMITED PURPOSE FACILITY - WATER LINE, HILL AVENUE, WOODACRE**

WHEREAS, the property owner of 43 Taylor Avenue in Woodacre (Property) has requested the relocation/extension of an existing Marin Municipal Water District (District) pipeline located on private property; and

WHEREAS, District staff reviewed the request and determined that it was feasible and beneficial to relocate the existing water pipeline into the public right of way in Hill Avenue adjacent to the Property; and

WHEREAS, the relocated water pipeline will be relocated and extended to run along Hill Avenue and as such will be in a location to provide future water service to an undeveloped property on Hill Avenue (APN: 172-021-15) as shown on Exhibit A, attached to this resolution and made part hereof; and

WHEREAS, the owner of the Property paying for the relocation and extension of said water has requested that the water line be designated as a "Limited Purpose Facility" pursuant to section 11.48.010 of the District Code such that said pipeline would be exclusively for the service of District customers in this area who have existing water service connections as of the approval date of this resolution, unless and until future users of said water line would first pay their pro rate share of such of the costs of the improvements for the benefit of the Property owner who paid the full cost to construct the improvements.

NOW, THEREFORE, BE IT RESOLVED, that the District Board of Directors hereby designates the proposed water pipeline extending approximately 350 linear feet from the end of the existing water main located in Hill Avenue, as depicted in Exhibit A attached hereto, as a Limited Purpose Facility for the exclusive service of the properties of District customers in this area who have existing water service connections as of the approval date of this resolution for a period of five (5) years from the date of the adoption of this resolution and shall not to be used for any new service connections, unless the prospective applicant complies with the provisions of Section 11.48.010 of the District Code, including payment of the pro rata contribution towards the cost of constructing the Limited Purpose Facility.

PASSED AND ADOPTED this 6th day of June, 2023, by the following vote of the Board of Directors.

AYES:

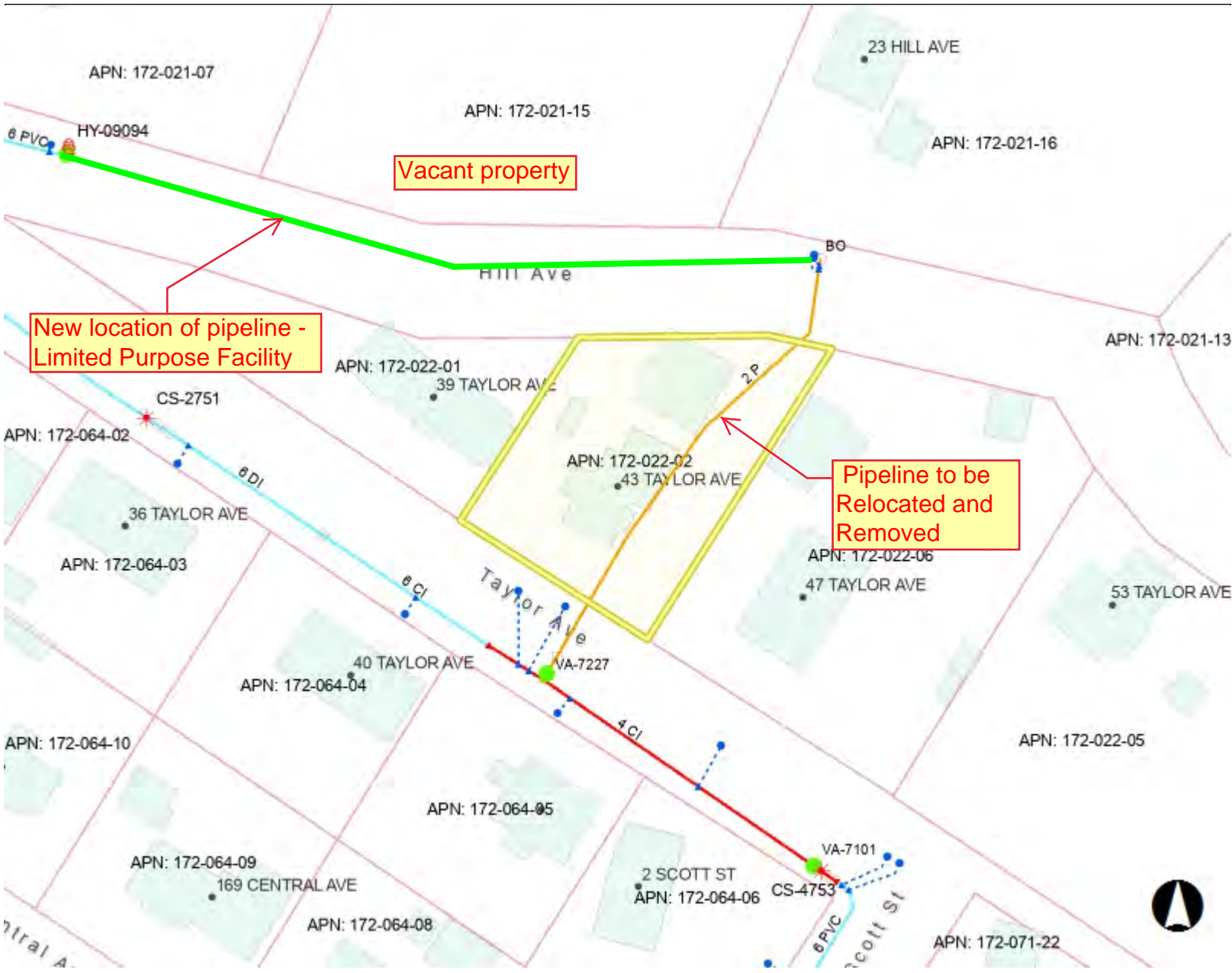
NOES:

ABSENT:

Monty Schmitt
President, Board of Directors

ATTEST:

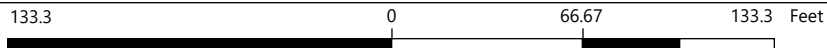
Terrie Gillen
Secretary, Board of Directors



Legend

- Emergency Pump Connections
- Active WQTS
- Non-System Facilities**
- PS Pump
- Tank
- Dam
- <all other values>
- Potable Installations**
- Fireline
- Service
- Potable Taps
- Potable CTS
- Potable Hydrants
- Potable Pump Stations
- Potable Tanks**
- Storage Tanks
- Pressure Tanks
- Error/Null Values
- Potable Treatment Plants
- Potable Valves**
- AR, Off
- AR, Static
- BO, Static
- CV, Static
- DR, Static
- LV, Off

Notes



11.48.010 *Limited purpose facilities.*

If and whenever the district constructs or causes to be constructed facilities to supply water to a specific area, the board may by resolution determine and declare that such facility shall be a *limited purpose* facility and subject to the restrictions of this section. In any such case, the facility shall be deemed to be a special or *limited purpose* facility not designed or intended to serve any properties other than the specific area described in such resolution, and the district shall not be deemed to have assumed to serve any other areas unless and until and to the extent that the board of directors expressly so declares by later resolution. In any such case, no person shall have the right to connect with or receive service from such facility, except upon payment of a pro rata contribution toward its cost, either for retention by the district or for repayment to the party who financed the initial construction, as applicable. Repayments to the party who financed the initial construction will be made for a period of five years after the date the *limited purpose* agreement was entered into for such construction and said repayment period may be extended by the board of directors for additional five-year periods. (Ord. 314 §2, 1990; Ord. 176 §1, 1978)



Approval Item

TITLE

Amendment No. 1 to Miscellaneous Agreement No. 6106 for On-Call Survey Services Contract with Cinquini & Passarino, Inc.

RECOMMENDATION

Approve Amendment No. 1 to the Miscellaneous Agreement No. 6106, and authorize execution by the General Manager, with Cinquini & Passarino, Inc. for the continuation of on-call survey services.

SUMMARY

The Operations Committee reviewed this item on May 19, 2023, and referred it to a future Regular Bi-Monthly Meeting of the Board of Directors for the Board to consider approval of the contract amendment and authorization for the General Manager to execute the amendment.

Staff recommends that the Board of Directors authorize the General Manager to execute Amendment No. 1 to Miscellaneous Agreement 6106 with Cinquini & Passarino, Inc. in an amount not to exceed \$100,000 for land surveying support services. The District has relied on Cinquini & Passarino, Inc. since June 2022 following the retirement of the District's in-house Land Surveyor. Under Amendment No. 1, Cinquini & Passarino will continue to provide land surveying support services through fiscal year 2024.

DISCUSSION

On April 18, 2022, the District issued a request for proposals for land surveying work (RFP) that was sent to CSW/Stuber-Stroeh Engineering Group, Inc., Cinquini & Passarino, Inc., Adobe Associates, Inc., and American Land Surveying. On May 10, 2022, CSW/Stuber-Stroeh and Cinquini & Passarino responded to the RFP. Cinquini & Passarino was ultimately selected as the successful proposal based on the thoroughness of its response, familiarity with the jurisdiction, and outstanding work on previous District projects.

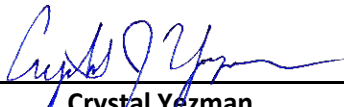

On June 6, 2022, the District entered into a professional services agreement, MA 6106, with Cinquini & Passarino for on-call land surveying services in an amount not to exceed \$100,000. Since then, the firm has provided quality surveying, maps and consulting services on several District projects. Overall, Cinquini & Passarino has been responsive to District requests, delivering products in a timely manner. Under Amendment No. 1, the District would continue to utilize Cinquini & Passarino's land surveying services through June 2024.

FISCAL IMPACT

Amendment No. 1 with Cinquini & Passarino Inc. would increase the budget by \$100,000 for a total not to exceed amount of \$200,000. Funding for these services is budgeted in FY24 within specific operational and capital projects.

ATTACHMENT(S)

None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Crystal Yezman Director of Engineering	 Ben Horenstein Executive Director



Approval Item

TITLE

Biodiversity, Fire, and Fuels, Integrated Plan Contractor Contract Extensions for FY 2023/2024

RECOMMENDATION

Approve Amendments to vegetation management contracts to extend contract term

1. Amendment No. 2 to Contract No. 1938 exercising an option to extend the contract term for one additional year until June 30, 2024 and increases the contract amount by \$860,285
2. Amendment No. 2 to Contract No. 1948 exercising an option to extend the contract term for one additional year until June 30, 2024 and increases the contract amount by \$984,690
3. Amendment No. 1 to Contract No. 1967 exercising an option to extend the contract term for one additional year until June 30, 2024 and increases the contract amount by \$1,029,943

SUMMARY

The District conducts vegetation management work on watershed lands throughout the year under the Biodiversity, Fire, and Fuels Integrated Plan (BFFIP). The District has three primary contracts that support implementation the Fuel Reduction and Restoration Contract No. 1938 with Hanford ARC., the Fuelbreak Maintenance and Invasive Management Contract No. 1948 with Forester & Kroeger, and the Forestry Services Contract No. 1967 with Bay Area Tree Specialist. All three contracts expire on June 30, 2023. Each contract allows for the contract to be extend for an additional one year term for up to an additional two years. Beginning July 1st of each additional fiscal year in which the District exercises the option to extend the term, the unit prices, as reflected on the Bidding Sheet Schedule may be escalated by the San Francisco-Oakland-San Jose Consumer Price Index (CPI). For each additional year of service the total contract amount will be increased by the second year contract bid sheet and by the CPI index.

DISCUSSION

In October of 2019, the District adopted the BFFIP which described the actions the District would implement to reduce wildfire hazards and to maintain and enhance ecosystem function. Under the BFFIP there are 27 management actions that are being implemented to fulfill the goals and approaches described in the plan. To implement the inventorying, planning, and monitoring management actions, the District conducts surveys, manages data, and creates maps. To implement the vegetation management actions, the District uses a combination of manual and mechanical techniques to achieve the BFFIP management action targets. On an annual basis the District is implementing approximately 1,400 acres of vegetation management work to improve watershed health and resiliency. The District relies on staff and professional services contracts with technical consultants to conduct pre-project biological survey work to inform Best Management Practices (BMP's) and avoidance measures. The District utilizes staff and contractors to implement vegetation management treatments on the watershed to reduce fuel loads, maintain fuelbreak infrastructure, preserve defensible space, reduce invasive weed species and restore forest health.

On November 10, 2020, the District and Hanford ARC entered into Contract No. 1938 for Fuel Reduction and Restoration for a period of two years. On May 17, 2022, the District Board authorized Amendment No. 1 to extend the contract end date to June 30, 2023 and increased the contract by \$825,609.

Amendment No. 2 will be the second and final extension to this contract and will extend the contract end date to June 30, 2024 and increase the contract by \$860,285. On June 6, 2021 the District entered into Contract No. 1948 for Fuelbreak Maintenance and Invasive Management with Forester & Kroger for a period of two years with a not to exceed total of \$1,781,000. On January 27, 2023, the District Board of Directors authorized Amendment No. 1, which corrected the contract completion date to June 30, 2023. Amendment No. 2 to this contract will extend the contract end date to June 30, 2024 and increase the contract amount by \$984,690. On January 4, 2021 the District and Bay Area Tree Specialist entered into Contract No. 1967 for Forestry Services for a period of two years with a not to exceed contract amount of \$1,856,789. Amendment No. 1 to this contract will extend the contract end date to June 30, 2024 and increase the contract amount by \$1,029,943.



The District produces the BFFIP Annual Report each year to document work completed on the watershed. It includes information on vegetation treatment types, total acres managed, and vegetation management costs. Also included in the report is an overview of the District’s environmental compliance and biological monitoring activities. Contractor crews work on the watershed year around and add an additional 15-23 skilled people to the District’s implementation of the BFFIP. In FY 2023/2024 the District is looking to update the BFFIP to increase treatment acres for some management actions in an effort to help restore forest health, address hazardous fuels build up associated with sudden oak death, and address understory fuel loads that have established on the watershed as a result of fire exclusion. The District’s additional investment in BFFIP implementation in FY 2023/2024 and beyond will require that the District add additional contractor support to help with increasing the pace and scale of BFFIP implementation. The District will also be applying for additional grant funds in FY 2023/2024 to support watershed resiliency and wildfire fuel reduction projects being implemented as part of the BFFIP.

FISCAL IMPACT

For FY 2023/2024 Marin Water budgeted BFFIP implementation costs in the Capital Program AE107 and from Operation Budgets 2044 and 2045. Additionally, Marin Water has received implementation grants funding the CalFIRE Forest Health Programs for forestry restoration work.

ATTACHMENT(S)

1. Amendment No. 2 to Contract No. 1938
2. Amendment No. 2 to Contract No. 1948
3. Amendment No. 1 to Contract No. 1967

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Watershed	 Shaun Horne Watershed Resources Manager	 Ben Horenstein General Manager

**AMENDMENT NO. 2 TO FUEL REDUCTION AND
RESTORATION CONTRACT BETWEEN MARIN
MUNICIPAL WATER DISTRICT and HANFORD ARC.
(CONTRACT NO. 1938)**

This Contract Amendment ("Amendment No. 2") is entered into by and between Marin Municipal Water District ("District") and Hanford ARC. ("Contractor"). For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. On November 10, 2020 the District and the Contractor entered into Contract No. 1938 for Fuel Reduction and Restoration ("Contract") to run through June 30, 2022.
- B. The Contract contains an option for the District to extend the term in one year increments for up to an additional two years. On June 30, 2023, the Contract term and first year extension expired.
- C. On May 17, 2022, the District Board of Directors authorized an amendment (Amendment No. 1) to extend the contract end date to June 30, 2023 and adjust the contractor rates.
- D. At this time, the Parties desire to execute an amendment ("Amendment No. 2") to the Contract to extend the services of Contractor for an additional one year term until June 30, 2024.

Section 2. Terms:

- A. Amendment to Contract: This Amendment No. 2 modifies the Contract. Except for the modifications contained herein, all the terms of the Contract shall apply.
- B. Terms:
 - 1. Special Provisions Part 1-General- Paragraph 1.5 entitled "CONTRACT COMPLETION DATE" is amended to read as follows:

Upon the execution of Amendment No. 2 to this Contract, the term shall be extended for one year and terminate on June 30, 2024 unless otherwise terminated pursuant to Article 46 of the standard specifications.
 - 2. Pursuant to Special Provisions Part 1 – General – Paragraph 1.22 entitled "ESCALATION OF UNIT PRICE", the unit prices will be adjusted effective July 1, 2023 by 4.2% as reflected on Attachment A to this Amendment No. 1, which is incorporated herein and made part of the Contract.

Continues on next page

Executed by the parties as follows:

Dated: _____

Dated: _____

Hanford ARC.

By: _____

Doug Hanford, President

Marin Municipal Water District

By: _____

Bennett Horenstein, General Manager

**Attachment A
Rate Sheet**

Understory brush/tree removal and mastication Year 4						
	Description	Quantity	Year 3 Rate	CPI Increase	Year 4 Rate	Total
a.	Heavy Equipment Operator	150	\$ 189.36	4.20%	\$ 197.31	\$ 29,596.97
b.	Crew Supervisor	1300	\$ 120.98	4.20%	\$ 126.06	\$ 163,879.51
c.	Sawyer	800	\$ 103.62	4.20%	\$ 107.97	\$ 86,377.63
d.	Laborer	6000	\$ 86.26	4.20%	\$ 89.88	\$ 539,297.52
e.	Skid steer (min. 4 ton) w/m	150	\$ 139.92	4.20%	\$ 145.80	\$ 21,869.50
f.	Chipper, run time	150	\$ 73.11	4.20%	\$ 76.18	\$ 11,427.09
g.	Water Buffalo (min 300 gal	650	\$ 11.57	4.20%	\$ 12.06	\$ 7,836.36
Total						\$ 860,284.58

**AMENDMENT NO. 2 TO FUELBREAK MAINTENANCE
AND INVASIVE MANAGEMETN CONTRACT BETWEEN
MARIN MUNICIPAL WATER DISTRICT and FORSTER AND
KROEGER LANDSCAPE MAINTENANCE INC.
(CONTRACT NO. 1948)**

This Contract Amendment ("Amendment No. 2") is entered into by and between Marin Municipal Water District ("District") and Forster and Kroeger Landscape Maintenance Inc. ("Contractor"). For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. On June 6, 2021 the District and the Contractor entered into Contract No. 1948 for Fuelbreak Maintenance and Invasive Management ("Contract") to run through June 30, 2023.
- B. The Contract contains an option for the District to extend the term in one year increments for up to an additional two years. On June 30, 2023, the initial two-year Contract term expired.
- C. On January 27, 2023, the District Board of Directors authorized an amendment (Amendment No. 1) which corrected the contract completion date to June 30, 2023.
- D. At this time, the Parties desire to execute an amendment ("Amendment No. 2") to the Contract to extend the services of Contractor for an additional one year term until June 30, 2024.

Section 2. Terms:

- A. Amendment to Contract: This Amendment No. 2 modifies the Contract. Except for the modifications contained herein, all the terms of the Contract shall apply.
- B. Terms:
 - 1. Special Provisions Part 1-General- Paragraph 1.5 entitled "CONTRACT COMPLETION DATE" is amended to read as follows:

Upon the execution of Amendment No. 2 to this Contract, the term shall be extended for one year and terminate on June 30, 2024 unless otherwise terminated pursuant to Article 46 of the standard specifications.
 - 2. Pursuant to Special Provisions Part 1 – General – Paragraph 1.22 entitled "ESCALATION OF UNIT PRICE", the unit prices will be adjusted effective July 1, 2023 by 4.2% as reflected on Attachment A to this Amendment No. 2, which is incorporated herein and made part of the Contract.

Continues on next page

Executed by the parties as follows:

Dated: _____

Dated: _____

Forster & Kroeger

By: _____

Raul Garcia, President

Marin Municipal Water District

By: _____

Bennett Horenstein, General Manager

**Attachment A
Rate Sheet**

Understory brush/tree removal and mastication Year 3						
	Description	Quantity	Year 2 Rate	CPI Increase	Year 3 Rate	Total
a.	Crew Supervisor	3,600	\$ 60.00	4.20%	\$ 62.52	\$ 225,072.00
b.	Laborer (Landscape Worker)	13,000	\$ 50.00	4.20%	\$ 52.10	\$ 677,300.00
c.	Laborer (Sawyer)	1,500	\$ 50.00	4.20%	\$ 52.10	\$ 78,150.00
d.	Chipper, run time	80	\$ 25.00	4.20%	\$ 26.05	\$ 2,084.00
e.	Box Truck	80	\$ 25.00	4.20%	\$ 26.05	\$ 2,084.00
Total						\$ 984,690.00

**AMENDMENT NO. 1 TO FORESTRY SERVICES
CONTRACT BETWEEN MARIN MUNICIPAL WATER
DISTRICT and BAY AREA TREE SPECIALIST
(CONTRACT NO. 1967)**

This Contract Amendment ("Amendment No. 1") is entered into by and between Marin Municipal Water District ("District") and Bay Area Tree Specialist ("Contractor"). For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. On January 4, 2022 the District and the Contractor entered into Contract No. 1967 for Forestry Services ("Contract") to run through June 30, 2023.
- B. The Contract contains an option for the District to extend the term in one year increments for up to an additional two years. On June 30, 2023, the Contract term expires.
- C. At this time, the Parties desire to execute an amendment ("Amendment No. 1") to the Contract to extend the services of Contractor for an additional one year term until June 30, 2024.

Section 2. Terms:

- A. Amendment to Contract: This Amendment No. 1 modifies the Contract. Except for the modifications contained herein, all the terms of the Contract shall apply.
- B. Terms:
 - 1. Special Provisions Part 1-General- Paragraph 1.5 entitled "CONTRACT COMPLETION DATE" is amended as follows:

Upon the execution of Amendment No. 1 to this Contract, the term shall be extended for one year and terminate on June 30, 2024 unless otherwise terminated pursuant to Article 46 of the standard specifications.
 - 2. Pursuant to Special Provisions Part 1 – General – Paragraph 1.22 entitled "ESCALATION OF UNIT PRICE", the unit prices will be adjusted effective July 1, 2023 by 4.2% [enter in the escalation amount] as reflected on Attachment A to this Amendment No. 1, which is incorporated herein and made part of the Contract.

Executed by the parties as follows:

Dated: _____	Bay Area Tree Specialist By: _____ Richard Smith, Owner
--------------	--

Dated: _____	Marin Municipal Water District By: _____ Bennett Horenstein, General Manager
--------------	---

Attachment A
Rate Sheet for FY 2023/2024

Forestry, fuels and weeds: FY23/24- July 1 , 2023 - June 30, 2024							
		Quantity	Unit Price	Year 2 Rate	CPI 4.2% increase	Year 3 Rate	Total
a.	Crew Supervisor	40	840	\$ 93.73	4.2%	\$ 97.67	\$ 82,039.99
b.	Heavy Equipment	80	1680	\$ 96.82	4.2%	\$ 100.89	\$ 169,489.22
c.	Tree Trimmer	80	1680	\$ 93.73	4.2%	\$ 97.67	\$ 164,079.99
d.	Ground Person	200	4200	\$ 93.73	4.2%	\$ 97.67	\$ 410,199.97
e.	Excavator (min. 10)	40	840	\$ 113.30	4.2%	\$ 118.06	\$ 99,169.22
f.	Skid steer (min. 4 ton)	40	840	\$ 103.00	4.2%	\$ 107.33	\$ 90,153.84
g.	Water Buffalo (min)	40	840	\$ 15.45	4.2%	\$ 16.10	\$ 13,523.08
h.	Mobilization/Demobiliza	Lump Sum		\$ 1,236.00	4.2%	\$ 1,287.91	\$ 1,287.91
Total							\$ 1,029,943.23



Item Number: 08
Meeting Date: 06-06-2023
Meeting: Board of Directors

Informational Item

TO: Board of Directors

FROM: Paul Sellier, Water Resources Director

THROUGH: Ben Horenstein, General Manager

DIVISION NAME: Water Resources

ITEM: Update on Water Supply Resiliency Roadmap

SUMMARY

On February 28, 2023, the Board selected the Integrated Roadmap for improved water supply resiliency (Roadmap); and, since that time, staff has been implementing the early action, also referred to as “no regrets”, projects, while in parallel working to procure consulting teams to implement the longer term more complex projects. Staff will provide a presentation on progress to date on Roadmap implementation.

DISCUSSION

In the presentation, staff will review the status of the early action projects, including pumping water from Phoenix to Bon Tempe, where the County of Marin have indicated an interest partner with the District to explore the potential for flood control for this project; Electrification of Soulajule, where discussions with PG&E are ongoing as the District explores different options for electrification of the pump station; and, Stream Release Automation, where the multi-disciplinary project team has been assembled and the team has engaged with the United States Geological Survey, State Parks and the Lagunitas Technical Advisory Committee.

Our water conservation efforts continue to target a range of incentives with a focus on turf removal. At the May 30, 2023 Communications & Water Efficiency Committee Meeting, staff took the opportunity to provide a comprehensive and in depth overview of conservation and communications activities aimed at driving water savings. The review identified that accelerated water savings may be achieved through refinements to the District’s non-functional turf and gray water ordinances. A discussion on this item will be brought to a future meeting in July.

For the longer-term projects, staff released the request for proposals for conveyance of supplemental water and increasing local storage on May 24, 2023 with site visits for prospective consulting teams scheduled on June 14 and 15 respectively with proposals due in July. Staff anticipate selection of consulting teams in August and seeking board approval to move forward with the work in September. Additionally, staff have worked with the City of Petaluma to establish an agreement (Memorandum of Understanding – Operations Committee May 19, 2023) to work together to determine the feasibility of the Petaluma River Brackish Desalination Project. As part of the City of Petaluma’s water supply resiliency efforts, they have agreed to undertake a preliminary groundwater yield analysis as part of their resiliency study with initial results likely available in July. The preliminary analysis will inform the scope of work that will be included in the request for proposals for this work.

In addition to the efforts described above, staff continue to be vigilant for grants to offset all projects identified in the Roadmap, including grants aimed at recycled water projects. Staff will also provide a brief update on the status of funding and grant applications.

FISCAL IMPACT

None

ATTACHMENT(S)

None

Approval Item

TITLE

Amendment No. 1 to Professional Services Agreement MA 6188 with Woodard and Curran for Program Management and Technical Services to Support the Implementation of the Integrated Water Supply Roadmap

RECOMMENDATION

Approve Amendment No. 1 to Professional Services Agreement MA 6188, and authorize the General Manager to finalize and execute said amendment, with Woodard and Curran for Program Management and technical services to support the implementation of the Integrated Water Supply Roadmap

SUMMARY

The Board selected the Integrated Water Supply Roadmap at the end of February 2023, and staff has made progress moving forward on the early action projects. The more complex projects such as improved conveyance of supplemental water, enlarging storage and Petaluma Brackish desalination require further analysis to better define the projects and refine cost estimates. Staff, working with Woodard & Curran (W&C), has developed and issued Requests for Proposals (RFPs) for the Conveyance and Storage projects described in the Roadmap. W&C will not be responding to the RFPs and staff is proposing to amend the agreement with W&C to include further program management and add technical services to support the evaluation and development of these important water supply projects.

BACKGROUND

W&C have previously worked for the District as program manager for the Emergency Intertie Project where, along with staff, they coordinated a range of consulting engineering disciplines. W&C team's technical ability, experience and resources proved instrumental to navigating a range of critical challenges, from environmental to structural, that enabled delivery of the final project design within a very short timeline. The Storage and, to a lesser extent, the Conveyance projects that the District is now seeking to implement are complex and long term projects that will require similar levels of coordination and resources to those brought to bear on the Emergency Intertie Project. The W&C team has experience managing projects on dams and has demonstrated experience working for the District on challenging pipeline projects.

In addition to assisting staff with program management, staff is proposing that W&C provide independent modelling services to develop an optimized strategy for the purchase of supplemental water, to review and evaluate a limited range of alternative storage and conveyance projects, as proposed by the successful consulting teams, to evaluate how the proposed projects will improve, both as stand-alone and in tandem, the District's water supply resiliency.


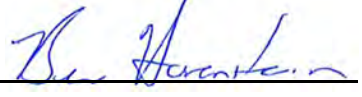
Staff issued request for proposals (RFPs) for both conveyance and storage projects on May 24 and are expecting proposals in July (the RFP for Petaluma River Brackish Desalination is expected to be released in late June). Staff will respond to questions, conduct coordinated site visits in June and interviews of shortlisted consulting teams in Mid to late July. Staff will negotiate the final scopes of work and expect to return to the board with the staff recommendations in August/September timeframe.

FISCAL IMPACT

Amendment No. 1 to MA 6188 will add \$349,770 to the original contract amount, for a total contract value of \$444,770.

ATTACHMENT(S)

1. Original Agreement and Scope
2. Draft Amendment No. 1 Fee
3. Draft Amendment No. 1 Scope

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Administrative Services	 Paul Sellier Water Resources Director	 Ben Horenstein General Manager

Misc. Agreement No. MA-6188

AGREEMENT FOR PROFESSIONAL SERVICES

The following is an agreement between **Marin Municipal Water District**, hereinafter "District", and **Woodard & Curran, Inc.** hereinafter, "Consultant".

WHEREAS, Consultant is a duly qualified consulting firm, experienced in engineering planning and design, and water supply planning and modeling.

WHEREAS, The District has selected to pursue water supply resiliency by implementing the Integrated Roadmap, and

WHEREAS, the District requires assistance to implement the Roadmap, it is necessary and desirable to employ the services of the Consultant to provide support services for the implementation of the Roadmap.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART A-- SPECIFIC PROVISIONS:

1. **DESCRIPTION OF SERVICES AND PAYMENT:** Except as modified in this agreement, the services to be provided and the payment schedule are:
 - a. The scope of work for this Agreement shall be as set forth at Attachment A which is made part of this Agreement.
 - b. The payment for the work hereunder shall not exceed a total of \$95,000 for the tasks set forth in the scope of work, based on the hourly rate schedule contained in Attachment A, unless modified by a written amendment to this Agreement signed by both parties. Consultant will submit monthly invoices for the work performed that identify the personnel, number of hours and brief description of work performed, as well as which Task said work falls within in accordance with Attachment A.

PART B-- GENERAL PROVISIONS

1. **ASSIGNMENT/DELEGATION:** Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
2. **STATUS OF CONSULTANT:** The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits District provides its employees.

3. INDEMNIFICATION: District is relying on professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of the Consultant's work by District shall not operate as a waiver or release.

- a. Consultant expressly agrees to defend, indemnify and hold harmless District, its officers, agents, and employees from and against any and all loss, liability, expense, claims, suits and damages, including attorneys' fees, arising out of or pertaining or relating to Consultant's, its associates', employees', subconsultants', or other agents' negligence, recklessness, or willful misconduct, in the operation and/or performance under this Agreement.
- b. With respect to all other than professional services under this agreement, Consultant shall indemnify, hold harmless, release and defend District, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including attorney's and expert fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with this agreement and the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of District.

This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the District or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. PROSECUTION OF WORK: The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed, within 180 calendar days of agreement execution, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance ("Acts"), the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed by such Acts.

5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bills and payment shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

District: Marin Municipal Water District
Attn: Paul Sellier
220 Nellen Avenue
Corte Madera CA 94925

CONSULTANT: Woodard and Curran, Inc.
Attn: Xavier Irias
2175 California Blvd., Ste 315
Walnut Creek, CA 94596
Ph.# 925-627-4131

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

6. MERGER: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

7. SEVERABILITY: Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

8. TERMINATION: At any time and without cause, the District shall have the right in its sole discretion, to terminate this agreement by giving written notice to the Consultant. In the event of such termination, District shall pay the Consultant for services rendered to the termination date.

In addition, if the Consultant should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this agreement, District may terminate this agreement by giving the Consultant written notice of such termination, stating the reason for such termination. In such event, the Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by the Consultant bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by District by virtue of the breach of the agreement by the Consultant.

9. TRANSFER OF RIGHTS/OWNERSHIP OF DATA: Except for the Consultant's proprietary software, source code, software framework and methodologies ("Intellectual Property"), the Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and right to ideas, in and to all versions of any plans and specifications, reports, video tapes, photographs, and documents ("Deliverables") now or later

prepared by the Consultant in connection with this contract. Consultant shall provide District a license in perpetuity to use Consultant's Intellectual Property necessary to utilize Deliverables provided to District pursuant to this agreement.

The Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this agreement, and to refrain from taking any action which would impair those rights. The Consultant's responsibilities under this contract will include, but not be limited to, placing proper notice of copyright on all versions of plans and specifications, reports and documents as District may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of District. The Consultant will not use, or permit another to use, any plans and specifications, reports and documents in connection with this or any other project without first obtaining written permission of District.

Except for the Consultant's proprietary software, source code, software framework and methodologies, all materials resulting from the efforts of District and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, video tapes, computer programs, computer printouts, digital data, notes, and any other pertinent data are the exclusive property of District. Reuse of these materials by the Consultant in any manner other than in conjunction with activities authorized by District is prohibited without written permission of District.

10. COST DISCLOSURE: In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided District, the numbers and amounts of all contracts and subcontracts relating to the preparation of the report.

11. NONDISCRIMINATION: The Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical handicap.

12. EXTRA (CHANGED) WORK: Extra work may be required. The Consultant shall not proceed nor be entitled to reimbursement for extra work unless that work has been authorized, in writing, in advance, by District. The Consultant shall inform the District as soon as it determines work beyond the scope of this agreement may be necessary and/or that the work under this agreement cannot be completed for the amount specified in this agreement. Failure to notify the District shall constitute waiver of the Consultant's right to reimbursement.

13. CONFLICT OF INTEREST: The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

14. INSURANCE: The Consultant shall obtain insurance acceptable to District in a company or companies with a Best's rated carrier of at least "A". The required documentation of such insurance shall be furnished to District at the time the Consultant returns the executed contract. The Consultant shall not commence work nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved.

The Consultant shall have and maintain at all times during the life of this agreement, up to the date of acceptance, the following policies of insurance:

- a. Workers' Compensation Insurance: Workers' Compensation Insurance to cover its employees, as required by the State of California, and shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. All Workers' Compensation policies shall be endorsed with the following specific language:

"This policy shall not be canceled without first giving thirty (30) days prior notice to District, Attn: Paul Sellier, by mail."

The Workers' Compensation Insurance self-insured deductibles and retentions for both the Consultant and its subcontractors shall not exceed \$50,000.

- b. Public Liability Insurance: Personal Injury (including bodily injury) and Property Damage Insurance for all activities of the Consultant and its subcontractors arising out of or in connection with this agreement, written on a commercial general liability form which provides coverage at least as broad as ISO Commercial General Liability Occurrence Form CG 00 01 11 85 or 88 or any subsequent revision or equivalent including benefit contractual coverage, completed operations coverage, Consultant's protective coverage, and automobile coverage. The automobile coverage should be at least as broad as ISO Business Auto Form CA001 edition 187 or equivalent including employer's non-ownership liability. All deductibles or self-insured retentions shall not exceed \$25,000. Coverage in an amount not less than \$1,000,000 combined single limit personal injury, including bodily injury, and property damage for each occurrence is required. Each such policy shall be endorsed with the following language:

1. The Marin Municipal Water District, its officers, agents, employees and volunteers are additional insureds under this policy.
2. The insurance shall be primary as respects the insured shown in the schedule above.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the District.
4. The referenced policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.

5. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.

Consultant's policy shall be endorsed with "Attachment B - Additional Insured Endorsement" form.

The General Aggregate Limits of Insurance in the referenced policies apply separately to this project.

- c. Professional Liability Insurance: The Consultant shall procure and maintain throughout the term of this agreement, Professional Liability Insurance in an amount not less than \$1,000,000. All insurance deductibles or self-insured retentions shall not exceed \$25,000. All Professional Liability Insurance policies shall be endorsed with the following specific language:
 - (i) This policy shall not be canceled without first giving thirty (30) days prior notice to District by certified mail.
- d. Documentation: The following documentation of insurance shall be submitted to District:
 - (i) A Certificate of Insurance for Workers' Compensation Insurance for Consultant. A copy of the required policy endorsements specified in subparagraph a. shall be attached to each such Certificate submitted.
 - (ii) Certificates of Liability Insurance showing the limits of insurance provided. Copies of the required endorsements specified in subparagraphs b. and c. shall be attached to each Certificate submitted.
- e. Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

15. DISPUTE RESOLUTION: Any dispute or claim in law or equity between District and Consultant arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the parties, numbering

one more than there are parties, will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

16. BILLING AND DOCUMENTATION: The Consultant shall bill District for work on a monthly or agreed upon basis or as articulated in Attachment A and shall include a summary of work for which payment is requested. The summary shall include time and hourly rate of each individual, a narrative description of work accomplished, and an estimate of work completed to date.

17. REASONABLE ASSURANCES: Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise, with respect to performance of either party, the other may, in writing, demand adequate assurance of due performance and until the requesting party receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of the party with respect to performance under this agreement but also conduct with respect to other agreements with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, not to exceed 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

18. LIMITATION OF LIABILITY. The total aggregate liability of the Consultant to District or anyone claiming through District for any and all claims whatsoever arising out of this Agreement shall not exceed the greater of the total applicable insured amounts as provided in Section 14 of this Agreement or the total amount of the contract sum that is set forth in Attachment A to this agreement, which is hereby incorporated by this reference, plus the total contract amount of any future amendments, if any.


WOODARD & CURRAN, INC.

Dated: March 16, 2023

By 
Xavier Irias
Senior Technical Practice Leader

MARIN MUNICIPAL WATER DISTRICT

Dated: 3/21/23

By 
Bennett Horenstein, General Manager

@@
Rev. 1-30-19

ATTACHMENT A

Scope of Work and Rates

Key personnel and rates:

Xavier Irias \$345/hr

Ryker Brown \$315/hr

Max Storms \$280/hr

Scope of Work

Per Attachment A-1.

Deliverables: per Attachment A-1.

Water Supply Roadmap Implementation Services

Background

Marin Water, also known as Marin Municipal Water District (MMWD) or District, has been studying options for supplemental drought supplies. A recent consultant study, currently in draft form; identifies and evaluates several potential options. The District selected the Integrated Roadmap that includes the following options:

- Construction of additional surface storage at one of MMWD's existing reservoirs
- Construction of conveyance improvements at MMWD's existing reservoirs, e.g., electrifying Soulajule or conveying Phoenix water to Bon Tempe
- Construction of conveyance improvements between the SCWA system and that of MMWD
- Construction of capital improvements within MMWD's system to allow more flexibility in taking SCWA water

To move the program forward over the next several months, the District will need to:

- Procure consultants to further develop any supply options not yet studied in detail sufficient to fully describe the option and allow assessment of its environmental impacts and costs.
- Refine operational assumptions for the various water supply options, to guide the more detailed development and economic evaluation of each option. Those operational assumptions such as likely flow rates during specific months of each year type will inform facility sizing, confirm water supply yield, and confirm the basis for unit cost per AF over the planning horizon.
- Manage the individual consultants as they further develop specific water supply options.
- Coordinate work among the various consultants, including the technical consultants developing supply options, as well as the District's environmental consultant.

The following scope of work is aimed at assisting the District with the foregoing items.

1. Overall Program Management Assistance

- 1.1. Evaluate and recommend appropriate scope of each needed additional technical study.
- 1.2. Assist with ongoing program management as needed, including development of program schedule updates ~~and outreach materials.~~

Assumption: W&C will assist the District as needed through the duration of the task order or until the task budget is depleted.

2. Other services

- 2.1. Assist in the procurement of consultants including the SOQ, RFQ and evaluation of proposals.
- 2.2. Participate in technical workshops and reviews. Level of effort assumes three consultant teams have one meeting every two weeks requiring attendance by W&C.
- 2.3. Attend select public outreach and board meetings (assume 6 in person board meetings) over the course of 12 months.
- 2.4. Provide technical review and input as requested.

Assumption: W&C will assist the District as needed through the duration of the task order or until the task budget is depleted.

3. Perform operational modeling of water supply options to:

- 3.1. Develop optimized strategy for procurement of supplemental water from Sonoma to maximize yield and minimize local reservoir spilling.
- 3.2. Refine O&M cost estimates for each prioritized option (Storage enlargement and supplemental water from Sonoma)
- 3.3. Refine performance evaluation of the options by examining the *incremental* benefit of an option considering the impact of likely state-mandated conservation during droughts regardless of water supply adequacy.

Assumptions: The modeling will be done by extending the MarinSim model. The District will provide the latest modeling files from Jacobs. Modeling scope including the number of future scenarios and number of operating strategies evaluated will be limited by the task budget. Work on this task will not begin until a task budget is established.

Deliverables: Updated MarinSim model.

PowerPoint presentation detailing the modeling process and results.

General Assumptions applicable to all tasks:

Deliverables in Word or PDF format unless noted otherwise.

Meetings virtual unless noted otherwise.

Duration of initial task order is through July 2023.



Fee Estimate

MMWD Roadmap Implementation Amendment #1: Task 3 modeling

Tasks					Total Hours	Total Fee
	Project Manager	Project Engineer/Planner 2	Modeler	Project Assistant		
	Xavier Irias	Jason Roberts	Melissa Stine	Staff		
	\$345	\$300	\$250	\$130		
Task 3.1: Review Existing Information						
3.1.1 Review various studies	10	18	24		52	\$14,850
3.1.2 Review Roadmap priorities	8	8	8		24	\$7,160
3.3.3 Update model to reflect current conditions	8	18	32	4	62	\$16,680
Subtotal 3.1:	26	44	64	4	138	\$38,690
Task 3.2 Develop Hydrologic Scenarios						
3.2.1 Obtain data from recent supply study	6	8	12		26	\$7,470
3.2.2 Validate and import hydrologic scenarios	4	18	44		66	\$17,780
3.2.3 Review with District, refine	6	16	30		52	\$14,370
3.2.4 Develop final scenarios	6	16	24	8	54	\$13,910
Subtotal Task 3.2:	22	58	110	8	198	\$53,530
Task 3.3 Develop Operating Strategies for Evaluation						
3.3.1 Min cost strategy	8	20	32		60	\$16,760
3.3.2 Min risk strategy	8	20	32		60	\$16,760
3.3.3 Balanced strategy	8	20	32	6	66	\$17,540
Subtotal Task 3.3:	24	60	96	6	186	\$51,060
Task 3.4 Develop Approach to Model Capital Alternatives						
3.4.1 Workshop to discuss assumptions	6	6	6		18	\$5,370
3.4.2 Develop conveyance approach	12	16	44		72	\$19,940
3.4.3 Develop storage approach	12	16	44	6	78	\$20,720
Subtotal Task 3.4:	30	38	94	6	168	\$46,030
Task 3.5 Modeling						
3.5.1 Develop model per agreed-upon approach	10	20	48		78	\$21,450
3.5.2 workshop to present initial results	6	6	6		18	\$5,370
3.5.3 Refine model per workshop input	4	16	30		50	\$13,680
3.5.4 Preliminary runs	4	12	30		46	\$12,480
3.5.5 Review results with District	6	6	6		18	\$5,370
3.5.6 Refine model	8	20	30		58	\$16,260
3.5.7 Re-run model	4	18	30		52	\$14,280
3.5.8 Process results	6	12	30	6	54	\$13,950
Subtotal Task 3.5:	48	110	210	6	374	\$102,840
Task 3.6 Modeling Report						
3.6.1 Draft TM	12	12	18	8	50	\$13,280
3.6.2 Final TM	8	10	12	6	36	\$9,540
Subtotal Task 3.6:	20	22	30	14	86	\$22,820
Task 3.7: Support Other Program Elements						
3.7.1 Coordination with other teams	14	14	12		40	\$12,030
3.7.2 Board meeting support	12	12	12		36	\$10,740
3.7.3 Attend other meetings as needed	14	14	12		40	\$12,030
Subtotal Task 3.7:	40	40	36	0	116	\$34,800
TOTAL	210	372	640	44	1266	\$349,770

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 10%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
4. W&C reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

Amendment #1

Scope of Work

TASK 3.1: REVIEW EXISTING INFORMATION

Consultant will review existing information including water supply planning studies and the water supply roadmap.

Consultant will update the existing MarinSim model to the latest software version, and to reflect current operating conditions.

Deliverables: workshop materials to be combined with Task 3.4

TASK 3.2 DEVELOP HYDROLOGIC SCENARIOS

Consultant will review the hydrologic scenarios used by District in recent planning studies, including historic hydrology and climate-impacted hydrologies. Consultant will work with District to develop key scenarios to guide the modeling work.

Deliverables: workshop materials to be combined with Task 3.4

TASK 3.3 DEVELOP OPERATING STRATEGIES FOR EVALUATION

Consultant will document alternative operating strategies to be evaluated, with the aim of optimizing current operations. Three strategies will be developed: one aimed at minimizing risk, one aimed at minimizing cost, and a third aimed at balancing those two objectives.

Deliverables: workshop materials to be combined with Task 3.4

TASK 3.4 DEVELOP APPROACH TO MODEL CAPITAL ALTERNATIVES

Consultant will propose modeling approaches to incorporate a representative range of capital improvements being considered as part of the Roadmap. Given the large number of discrete projects under consideration, and the possibility for even larger numbers of potential combinations, Consultant will propose an approach to model the options at an appropriate level of generality to minimize model complexity.

Consultant will prepare materials for, and lead, a workshop with District to review the proposed approach for modeling, accounting for this subtask as well as the prior subtasks. Consultant will prepare workshop notes that summarize the agreed-upon approach for modeling in Task 3.5.

Deliverables:

- Workshop materials
- Workshop notes

TASK 3.5 MODELING

Consultant will enhance the MarinSim model consistent with the approach developed in prior tasks. Consultant will then lead a workshop with the District to present initial results for a representative subset of scenarios and capital alternatives.

Based on workshop discussions, Consultant will refine the model.

Using the refined model, Consultant will perform preliminary model runs covering all of the relevant scenarios and alternatives.

Consultant will review the modeling results at a meeting with District and refine the model assumptions based on District input.

Consultant will rerun the refined model for the suite of scenarios and alternatives.

Deliverables: email notes summarizing agreed-upon model refinements. A formal model writeup from this subtask will be done in Task 3.6.

TASK 3.6 MODELING REPORT

Consultant will prepare a Technical Memorandum (TM) summarizing all of the work done in Tasks 3.1 through 3.5. Consultant will submit a draft TM for District review, as a PDF file.

Following District review, Consultant will incorporate District comments in a final TM, as a PDF file.

Deliverables: Draft and final TM's. Native versions of Word and Excel files as appropriate. Updated GoldSim files.

Assumptions: District will provide one set of consistent comments on the draft TM.

TASK 3.7: SUPPORT OTHER PROGRAM ELEMENTS

Consultant will support other program elements in relation to modeling, including the conveyance and storage technical teams and the environmental team. Consultant will participate in coordination meetings with those parties and assist in preparation of materials for meetings with the Board and-or other stakeholders.

Deliverables:

Meeting materials

Approval Item

TITLE

Award Multi-Year Tree Maintenance Contract No. 2004

RECOMMENDATION

Approve a resolution waiving minor bid irregularity and awarding Contract No. 2004, to The Professional Tree Care Company in the amount of \$744,835.

SUMMARY

The District currently retains the services a tree maintenance company to provide assistance in pruning and tree removal as necessary for public safety and to protect facilities on the District's watershed lands as well as at tank and pump sites. The current contract for these services is set to expire on June 30, 2023; and, in anticipation of this, District staff issued an invitation for bids for this work. The low bid received from The Professional Tree Care Company failed to include a signed Addendum Number 1 that was called for as part of the bid package. District staff, however, found that the District Board may waive the irregularity and accept this bid. Therefore, Staff recommends that the Board of Directors approve a resolution waiving the minor bid irregularity and award Contract No. 2004 to The Professional Tree Care Company at their bid price of \$744,835.

DISCUSSION

In October of 2019, the District adopted the Biodiversity, Fire, and Fuels Integrated Plan (BFFIP), which outlines the actions the District will implement to reduce wildfire hazards and to maintain and enhance ecosystem function. Under the BFFIP, there are 27 management actions that are being implemented to fulfill the goals and approach described in the BFFIP. Vegetation management under the BFFIP aims to reduce fuel loads, maintain fuel break infrastructure, preserve defensible space, reduce invasive weed species, manage hazardous trees and enhance biodiversity. Vegetation management is conducted continuously throughout the year with the primary goal of reducing fuel loads and maintaining the watershed's biological diversity. This tree maintenance contract will support the scaling up of fuel reduction work, forestry restoration, and hazardous tree management, which is necessary to reduce wildfire fuel issues and enhance native plants.

The Facilities Maintenance Department coordinates tree maintenance work at all tank and pump sites on an as-needed basis. A District arborist continually visits sites and assesses trees for disease and safety risk factors. The arborist is responsible for prioritizing pruning and removal of trees as soon as they are identified to ensure public safety and reduce potential fire risks. Hazardous trees are also regularly inventoried by Watershed Maintenance Staff and prioritized based on proximity to critical facilities and the immediacy of the potential risk. The probability of a hazard tree impacting a target such as a building, power or communication line,

visitor use facility or road is evaluated during each inventory. Identified trees are most often structurally unsound and may be pest infested diseased, storm damaged, pose a fire risk or are otherwise in decline. These are often large diameter trees that require climbing, boom trucks and cranes to address.

Given the upcoming expiration of the current tree maintenance contract, the District issued an invitation for bids for these services. The District sent out seven bid packets and on April 25, 2023, the District received three bids for the subject contract, which involves the furnishing of labor and equipment for normal and emergency tree maintenance at various sites throughout the District's service area and watershed lands. The lowest bid was nonresponsive because it submitted a bid based on the hourly rate for normal tree work with a three-person crew, rather than the individual unit prices called for in the IFB. This bid was rejected as nonresponsive. The next lowest responsible bid was submitted by The Professional Tree Care Company, which failed to include a signed copy of Addendum Number 1 with their contract bid for \$745,550 for a three-year contract ending fiscal year 2026. District legal staff determined that the Board has the right to waive this irregularity because it did not materially affect the bid submitted nor did it present an unfair advantage to the low bidder, as the low bidder holds the appropriate licenses identified in the Addendum Number 1. Staff supports award of the contract to The Professional Tree Care Company based on its qualifications and submittal of the lowest responsible bid for this contract. The bid documents have been reviewed and determined to be satisfactory, aside from the failure to submit a signed Addendum Number 1, which may be waived by the Board.

Staff is recommending that the Board waive the minor bid irregularity and award Contract No. 2004 to The Professional Tree Care Company for continued tree maintenance support for a three-year contract in an amount not to exceed \$744,835.

FISCAL IMPACT


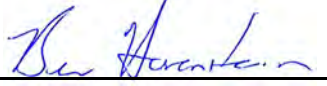
Funding for this contract is in the proposed budget for FY 2024 and FY 2025 as an operating expenditure under the Facilities Maintenance Department (6230-6410) and the Watershed Maintenance Department (2045-6410) uses both operating/capital expenditures. Staff will budget funds for this contract in FY 2026 as an operating expenditure under Facilities Maintenance and as both operating/capital expenditures under Watershed Maintenance.

ENVIRONMENTAL REVIEW

Staff has reviewed the Project pursuant to the California Environmental Quality Act (CEQA) and has found that the Project is eligible for a Categorical Exemption pursuant to CEQA Guidelines Section 15301(h), Existing Facilities. The Project qualifies for exemption pursuant to Section 15301(h) inasmuch as the tree maintenance contract involves maintenance of existing landscaping, native growth, and water supply reservoirs with negligible or no expansion of existing or former use. The Biodiversity, Fire and Fuels Integrated Plan (BFFIP) Environmental Impact Report was adopted in October of 2019 and covers work occurring on the watershed.

ATTACHMENT(S)

1. Proposed Resolution

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Operations	 Darren Machado Director of Operations	 Ben Horenstein General Manager

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT WAIVING A MINOR BID IRREGULARITY, ACCEPTING THE LOWEST RESPONSIVE BID AND AWARDING TREE MAINTENANCE CONTRACT NO. 2004 TO THE PROFESSIONAL TREE CARE COMPANY

WHEREAS, the District currently retains the services of a tree maintenance company to provide assistance in pruning and tree removal as necessary for public safety and to protect District facilities on watershed lands as well as at tank and pump sites and the current contract for these services is set to expire on June 30, 2023; and

WHEREAS, the District prepared an invitation for bids (IFB) for the tree maintenance work, sent out seven bid packets and on April 25, 2023, received three bids for the subject contract, which involves the furnishing of labor and equipment for normal and emergency tree maintenance at various sites throughout the District's service area and watershed lands; and

WHEREAS, the lowest bid was nonresponsive because it submitted a bid based on the hourly rate for normal tree work with a three-person crew, rather than the individual unit prices called for in the IFB and was subsequently rejected as nonresponsive; and

WHEREAS, the next lowest responsible bid was submitted by The Professional Tree Care Company that failed to include a signed copy of Addendum Number 1 with their contract bid for \$744,835; but, upon review, it was determined that this is a minor irregularity because it did not materially affect the bid submitted nor did it present an unfair advantage to the low bidder, as the low bidder holds the appropriate licenses identified in the Addendum Number 1; and, as such, this minor irregularity may be waived by the Board.

NOW THEREFORE, IT IS HEREBY RESOLVED that the failure to submit the signed Addendum Number 1 is a minor irregularity that is hereby waived and therefore the bid of \$744,835 submitted by The Professional Tree Care Company for the Multi-Year Tree Maintenance under Contract No. 2004 is the lowest responsible and responsive bid submitted and said bid is hereby accepted.

BE IT FURTHER RESOLVED that a contract for District tree maintenance work be awarded to said low bidder, and the General Manager and Secretary are authorized and directed to execute said contract on behalf of the District upon receipt of a performance bond, payment bond, proof of insurance, and the executed contract for the work from said bidder.

BE IT FURTHER RESOLVED that upon complete execution of said contract, the bonds and/or checks of the other bidders are to be returned to said other bidders, and all bids other than that of The Professional Tree Care Company are to be rejected.

BE IT FURTHER RESOLVED that the project is Categorically Exempt from review under Section 15301(h) of the CEQA Guidelines inasmuch as it is the maintenance of existing landscaping and native growth.

PASSED AND ADOPTED this 6th day of June, 2023, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Monty Schmitt
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary



Informational Item

TO: Board of Directors

FROM: Terrie Gillen, Board Secretary

THROUGH: Ben Horenstein, General Manager

DIVISION NAME: Communications & Public Affairs Department

ITEM: Future Meeting Schedule Items

SUMMARY

Review of the upcoming Board of Directors and Committee meetings

DISCUSSION

Meeting Schedule

Below are the upcoming meetings of the Board of Directors and/or Committees:

Internal Meetings

- Thursday, June 15, 2023
Watershed Committee Meeting/Special Meeting of the Board of Directors (Watershed)
1:30 p.m.
- Friday, June 16, 2023
Operations Committee Meeting/Special Meeting of the Board of Directors (Operations)
9:30 a.m.
- Tuesday, June 20, 2023
Regular Bi-Monthly Meeting of the Board of Directors
6:30 p.m.

External Meeting

- June 11 - 14
American Water Works Association (AWWA) Annual Conference
Location: Sheraton Centre Toronto Hotel, Toronto, Ontario
10:30 a.m.

FISCAL IMPACT

None

ATTACHMENT(S)

None