

**SECOND ADDENDUM TO AGREEMENT**  
 BY AND BETWEEN THE  
 COUNTY OF MARIN AND QUESTA ENGINEERING CORP.

THIS SECOND ADDENDUM is made and entered into on 21st day of August, 2018, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and Questa Engineering Corp., (hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the County and the Contractor entered into an agreement for planning assistance dated July 26, 2016 ("Agreement"); and

WHEREAS, **Section 4** of the agreement obligated Contractor to be compensated in the amount of \$66,000.00 for services

WHEREAS, the parties desire to amend the agreement to increase the compensation amount by \$15,000.00 for a total not to exceed \$81,000.00

NOW, THEREFORE, the parties agree to modify **Section 4** as set forth below.

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2.  Updated Certificate of Insurance(s) attached hereto.
3. Section 4 is/are hereby amended to read as follows:

Section 4: MAXIMUM COST TO THE COUNTY: In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$81,000.00 including direct non-salary expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum on the day first written above.

CONTRACTOR:

COUNTY OF MARIN:

By: *[Handwritten Signature]*

\_\_\_\_\_

**COUNTY COUNSEL REVIEW AND APPROVAL** (*required if template content has been modified*)



QUESENG-01

FRANCISCON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |                       |
|---|---|-----------------------|
| <b>PRODUCER</b> License # 0E67768<br>IOA Insurance Services<br>3875 Hopyard Road<br>Suite 200<br>Pleasanton, CA 94588 | <b>CONTACT NAME:</b> Jennifer Cervantes           |                       |
|   | <b>PHONE (A/C, No, Ext):</b> (925) 660-3533 50033 | <b>FAX (A/C, No):</b> |
| <b>E-MAIL ADDRESS:</b> jennifer.cervantes@ioausa.com  |   |                       |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |   | <b>NAIC #</b>         |
| <b>INSURER A :</b> Continental Casualty Company   |   | 20443                 |
| <b>INSURER B :</b>  |   |                       |
| <b>INSURER C :</b>  |   |                       |
| <b>INSURER D :</b>  |   |                       |
| <b>INSURER E :</b>  |   |                       |
| <b>INSURER F :</b>  |   |                       |

**INSURED**

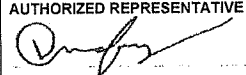
Questa Engineering Corporation  
 1220 Brickyard Cove Road, Suite 206  
 Point Richmond, CA 94801-4171

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | 6016629863    | 08/01/2018              | 08/01/2019              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$<br>COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          |               |                         |                         | \$<br>\$<br>\$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | 6016629913    | 08/01/2018              | 08/01/2019              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$<br>PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      |               |                         |                         | \$<br>\$<br>\$   |
| A        | Professional Liab.  |           |          | EEH004312784  | 08/01/2018              | 08/01/2019              | Per Claim 2,000,000  |
| A        | Professional Liab.  |           |          | EEH004312784  | 08/01/2018              | 08/01/2019              | Aggregate 2,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Woodacre Wastewater - Project #: 1600073  
 All operations of the Named Insured, including the aforementioned project, if any.  
 General Liability: County of Marin is included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>County of Marin<br>3501 Civic Center Drive, Suite 236<br>San Rafael, CA 94903 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br>   |



**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.**

**BLANKET ADDITIONAL INSURED ENDORSEMENT  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE  
&  
BLANKET WAIVER OF SUBROGATION**

**Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the:
    - a. "Bodily injury" or "property damage"; or
    - b. Offense that caused the "personal and advertising injury";for which the additional insured seeks coverage
- B. The insurance provided to the additional insured is limited as follows:**
1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
    - a. Your acts or omissions; or
    - b. The acts or omissions of those acting on your behalf,in the performance of your ongoing operations specified in the written contract or written agreement; or
  - c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
    - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
    - (2) This Coverage Part provides such coverage.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
    - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
    - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph D.2. below:
  - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
  - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs 2. and 3. and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis. But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraph 2. and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |                                       |                                      |                             |
|--|---------------------------------------|--------------------------------------|-----------------------------|
| PRODUCER<br>Diablo Valley Insurance Agency<br>801 Ygnacio Valley Rd, Ste 100<br>Walnut Creek, CA 94596<br>Diablo Valley Insurance Agency | 925-210-1717                          | CONTACT NAME: McGowan and Associates |                             |
|  |                                       | PHONE (A/C, No, Ext): 925-210-1717   | FAX (A/C, No): 925-210-1818 |
|  |                                       | E-MAIL ADDRESS:                      |                             |
| INSURED Quesa Engineering Corp.<br>Joe Smell<br>1220 Brickyard Cove Rd #206<br>Point Richmond, CA 94801                                  | INSURER(S) AFFORDING COVERAGE         |                                      | NAIC #                      |
|  | INSURER A : American Fire & Casualty  |                                      | 24066                       |
|  | INSURER B : Everest National Ins. Co. |                                      | 10120                       |
|  | INSURER C :                           |                                      |                             |
|  | INSURER D :                           |                                      |                             |
|  | INSURER E :                           |                                      |                             |
| INSURER F :  |                                       |                                      |                             |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

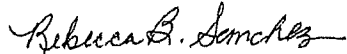
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

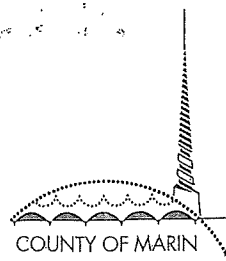
| INSTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|-------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
|       | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                  |
| A     | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | BAS56726262   | 10/01/2017              | 10/01/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A     | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | ESA56726262   | 10/01/2017              | 10/01/2018              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$  |
| B     | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | 7600014673181 | 04/01/2018              | 04/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

10 days notice of cancellation for non payment. 30 days written notice.  
 Project #: 1600073  
 Project Name: Woodacre Wastewater

**CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
| <b>COUNTAB</b><br><br>County of Marin<br>3501 Civic Center Dr. Ste 236<br>San Rafael, CA 94903 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br>  |



COMMUNITY DEVELOPMENT AGENCY  
ENVIRONMENTAL HEALTH SERVICES DIVISION

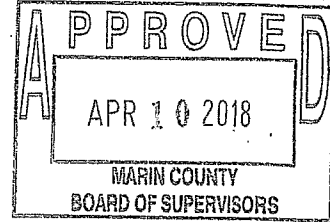
Brian C. Crawford  
DIRECTOR

Rebecca Ng, REHS  
DEPUTY DIRECTOR

Marin County Civic Center  
3501 Civic Center Drive  
Suite, 236  
San Rafael, CA 94903  
415 473 6907 T  
415 473 4120 F  
415 473 2255 TTY  
[www.marincounty.org/ehs](http://www.marincounty.org/ehs)

April 10, 2018

Marin County Board of Supervisors  
3501 Civic Center Drive  
San Rafael, CA 94903



**SUBJECT: Professional Services Agreement** with Questa Engineering Corporation to complete the feasibility study for the Woodacre/San Geronimo Flats Wastewater Recycling Project

Dear Board Members:

**RECOMMENDATION:** Review and approve the proposed addendum with Questa Engineering Corporation (Questa) to complete the feasibility study of alternative community wastewater solutions in the Woodacre and San Geronimo Flats area of the San Geronimo Valley. The addendum would extend their current contract for one year.

**SUMMARY:**

On March 15, 2016, the Board of Supervisors approved Resolution 2016-19 to sign and administer a \$75,000 water recycling grant from the State Water Resources Control Board (SWRCB). (Attachment 1) The purpose of the grant is to expand Questa's July 2011 report comparing various alternatives for wastewater treatment and disposal in Woodacre Flats. The study area was expanded in response to public interest to include part of the adjacent San Geronimo community.

On July 26, 2016, the Board of Supervisors approved the current Questa contract to conduct their analysis for the expanded Woodacre and San Geronimo Flats area. In March 2017, Questa produced a draft report of their comparative analysis of treatment alternatives, some of which do not involve facilities on the golf course property. Their report indicated that the apparent best alternative would be a community wastewater collection system with a compact tertiary treatment unit, ponding, and recycling to irrigate the San Geronimo Golf Course.

On March 22, 2017 a Notice of Preparation was issued for the Environmental Impact Report (EIR) on a community wastewater recycling project. A scoping session was held in the San Geronimo Valley on April 18, 2017 and comments were received through May 1, 2017. Shortly thereafter, the golf course property went up for sale and the project EIR was placed on hold.

Now that the County is in the process of purchasing the golf course property, Questa's draft report needs to be revised to reflect a change in ownership, and acknowledge the planned visioning process for the property. The County's purchase was unrelated to this wastewater recycling project. The results of the updated feasibility study will provide valuable information for the public and Marin County Parks as they determine

an overall master plan for the property. After the visioning process is complete, the County will decide what projects to pursue on the property (if any) and conduct any necessary review, including complying with CEQA.

The attached addendum would extend Questa's contract one year to March 1, 2019, resulting in a 2.6-year contract, and allow Questa to update their analysis of the recycling alternative. The time extension is also necessary in order to complete the study to meet the County's contractual obligations under the SWRCB grant.

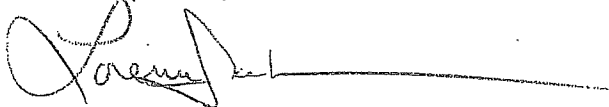
**FISCAL/STAFFING IMPACT:**

Funding for the current feasibility study is included in the Community Development Agency's FY 2017-18 budget.

**REVIEWED BY:**

- Department of Finance                     N/A
- County Counsel                                     N/A
- Human Resources                                 N/A

Respectfully Submitted,



Lorene Jackson  
Project Manager  
Environmental Health Services

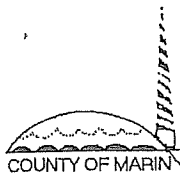
Reviewed By:



Brian C. Crawford, AICP  
Agency Director  
Community Development Agency

Contract # 31700217

- Attachment:
- 1) Resolution No. 2016-19
  - 2) Proposed Addendum to Contract
  - 3) Current Questa Professional Services Contract



# FRIST ADDENDUM TO AGREEMENT

BY AND BETWEEN THE  
COUNTY OF MARIN AND Questa Engineering Corp.

THIS FIRST ADDENDUM is made and entered into on 20th day of February, 2018, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and Questa Engineering Corp, (hereinafter referred to as "Contractor")

### RECITALS

WHEREAS, the County and the Contractor entered into an agreement for Woodacre/San Geronimo Flats Recycled Water Project dated July 26, 2016 ("Agreement"); and

WHEREAS, Section 5 to the agreement obligated Contractor to; complete work by March 1, 2018

WHEREAS, the parties desire to amend the agreement to extend the time for work to be completed by March 1, 2019

NOW, THEREFORE, the parties agree to modify Section 5 as set forth below.

### AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2.  Updated Certificate of Insurance(s) attached hereto.
3. Section 4 is/are hereby amended to read as follows:
4. Section 5 is/are hereby amended to read as follows: **Section 5. TIME OF AGREEMENT:** This Agreement shall commence on July 26, 2016 and shall terminate on March 1, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum on the day first written above.

CONTRACTOR:

By

COUNTY OF MARIN:

**Damon Connolly**  
**President, Board of Supervisors**

COUNTY COUNSEL REVIEW AND APPROVAL (required if complete content has been modified)

4/10/18



**DEPARTMENT CONTRACT APPROVAL FORM (DCAF)  
PROFESSIONAL SERVICES CONTRACT  
Risk Management (RM)**

Contractor Name: Questa Engineering Corp. Addendum  
 Company Name:  
 Contract Title: Woodacre/San Geronimo Flats Recycled Water Project

Maximum Cost to County \$ 3,000.00 Grant \$ 63,000.00 Revenue to County \$ \_\_\_\_\_

Routing:  
**MUNIS Contract #** 31700217 All contracts route to Risk Management through MUNIS. Paper copies required to be sent to RM if \$50,000 and below and to the BOS if \$50,000.01 and over.

Contract Start Date 07/26/2016 Contract End Date 03/01/2019

- County policy prohibits commencement of work prior to final contract approval by Risk Management or BOS.
- No changes to contract content by any party shall be made without signed approval by County Counsel (signature section, page 4) prior to contractor's signature.

Department Submitting Contract: Community Development Agency

Contract Contact Person Lorene Jackson Ext 7146

ORG

20935111

OBJ

522510

Contract Submission Checklist:

- Are all exhibits completed and attached
  - Exhibit A – Scope of Services
  - Exhibit B – Fees and Payment
  - Exhibit C – Insurance Waiver (if needed)
  - Exhibit D – Contractor's Debarment Certification (if needed)
  - Exhibit E – Subcontractor's Debarment Certification (if needed)
  - Exhibit M – Business Associate Agreement (if needed)

project

40 woodsgl

1st addendum

extend end time

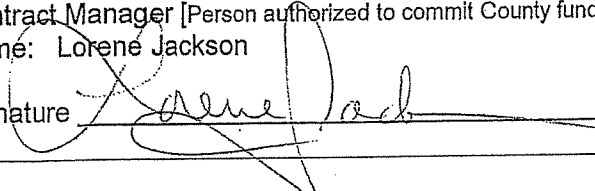
to 3/1/19

- Has Contractor initialed Section 22 - Exhibits and signed page 5 on all copies (1 original + at least 1 copy)
- Has Contractor provided current certificates (proof) of insurance pursuant to Section 6 (or a waiver, Exhibit C, in lieu of coverage or to request reduced limits, has been completed)

Contract Manager [Person authorized to commit County funds, direct grant money or otherwise enter into this agreement]

Name: Lorene Jackson

Signature



Date

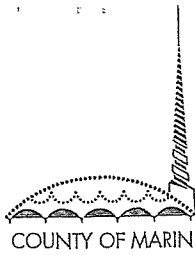
2/13/18

**RISK MANAGEMENT USE ONLY**

Contract Tracking # \_\_\_\_\_ Contract Reviewed \_\_\_\_\_ Date \_\_\_\_\_

Risk Manager Approval \_\_\_\_\_ Date \_\_\_\_\_

- PO Released
- Contract held/notice provided to \_\_\_\_\_



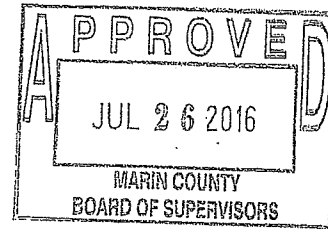
COMMUNITY DEVELOPMENT AGENCY  
ENVIRONMENTAL HEALTH SERVICES DIVISION

Brian C. Crawford  
DIRECTOR

Rebecca Ng, REHS.  
DEPUTY DIRECTOR

July 26, 2016

Marin County Board of Supervisors  
3501 Civic Center Drive  
San Rafael, CA 94903



Marin County Civic Center  
3501 Civic Center Drive  
Suite 236  
San Rafael, CA 94903  
415 473 6907 T  
415 473 4120 F  
415 473 2255 TTY  
[www.marincounty.org/ehs](http://www.marincounty.org/ehs)

**SUBJECT:** Professional Services Agreement with Questa Engineering Corporation to complete the feasibility study for the Woodacre/San Geronimo Flats Wastewater Recycling Project

Dear Board Members,

**RECOMMENDATION:** Review and approve the proposed agreement with Questa Engineering Corporation (Questa) to complete the feasibility study of alternative community wastewater solutions in the Woodacre and San Geronimo Flats area of the San Geronimo Valley. The total contract amount is \$66,000.

**SUMMARY:** In February 2010, the Board of Supervisors contracted with Questa to conduct a wastewater feasibility study of the Woodacre Flats area. Their report, dated July 2011, included a comparative analysis of various alternatives for wastewater treatment and disposal, indicating the apparent best alternative to be a community wastewater collection system with tertiary treatment, ponding, and recycling to the San Geronimo Golf Course. In response to public interest, the study area has since been expanded to include part of the adjacent San Geronimo community.

On July 12, 2016, the Board of Supervisors approved the budget for the larger Woodacre/San Geronimo Flats Wastewater Recycling Project. The first phase of the project expands upon Questa's 2011 Woodacre Flats Wastewater Feasibility Study. Completion of the expanded feasibility study will allow the County to initiate preparation of the environmental impact report (EIR) for constructing a community wastewater system in the Woodacre and San Geronimo Flats area.

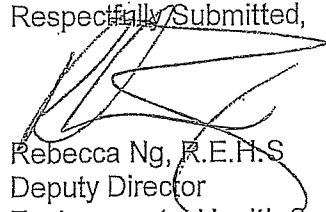
The proposed contract would allow Questa to complete their alternatives analysis for the expanded project area. The professional engineering services needed to complete the feasibility study include evaluating the following: the wastewater recycling alternative for the larger service area, system capacity, costs, and location of the treatment plant, holding ponds for the recycled water, and pipeline routes. The contractor will study financing, management of the system, and formation of an assessment district for construction, operation, and maintenance of the system. The attached agreement retains Questa Engineering Corporation for these services.

**FISCAL/STAFFING IMPACT:** Funding for the proposed feasibility study is included in the Community Development Agency's FY 2016-17 budget.

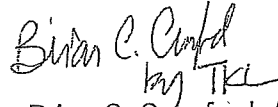
**REVIEWED BY:**

- |  |   |
|--|---|
| <input type="checkbox"/> Department of Finance | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> County Counsel        | <input checked="" type="checkbox"/> N/A |
| <input type="checkbox"/> Human Resources       | <input checked="" type="checkbox"/> N/A |

Respectfully Submitted,

  
Rebecca Ng, R.E.H.S  
Deputy Director  
Environmental Health Services

Reviewed By:

  
Brian C. Crawford, AICP  
Agency Director  
Community Development Agency

Contract # 31700217

Attachment: Contract for Professional Services

**DEPARTMENT CONTRACT APPROVAL FORM (DCAF)  
STANDARD SHORT FORM CONTRACT  
Risk Management (RM)**

---

Contractor Name: Questa Engineering Corp.  
Company Name:  
Contract Title: Woodacre/San Geronimo Flats Recycled Water Project

Maximum Cost to County \$ 3,000.00 Grant \$ 63,000.00 Revenue to County \$ \_\_\_\_\_

Routing:

~~PO#~~ \_\_\_\_\_ Contracts \$50,000 and under require Risk Management approval.

~~Req#~~ 31700217 Contracts over \$50,000 require Risk Management approval of insurance and thereafter BOS approval.

Contract Start Date July 19<sup>26</sup>, 2016 Contract End Date March 1, 2018

- County policy prohibits commencement of work prior to final contract approval by Risk Management or BOS.
- No changes to contract content by any party shall be made without signed approval by County Counsel (signature section, page 4) prior to contractor's signature.

Department Submitting Contract: Community Development Agency

Contract Contact Person Lorene Jackson Ext 7146

Contract Submission Checklist:

- Are all exhibits completed and attached
  - Exhibit A – Scope of Services
  - Exhibit B – Fees and Payment
  - Exhibit C – Insurance Waiver (if needed)
  - Exhibit D – Contractor's Debarment Certification (if needed)
  - Exhibit E – Subcontractor's Debarment Certification (if needed)
  - Exhibit M – Business Associate Agreement (if needed)
- Has Contractor initialed Section 22 - Exhibits and signed page 5 on all copies (1 original + at least 1 copy)
- Has Contractor provided current certificates (proof) of insurance pursuant to Section 6 (or a waiver, Exhibit C, in lieu of coverage or to request reduced limits, has been completed)

v 6768  
org 20935111  
obj 522510  
project 40woodsg16

paid from SWRCB  
revenue obj 451970

Contract Manager [Person authorized to commit County funds, direct grant money or otherwise enter into this agreement]  
Name: Lorene Jackson  
Signature [Signature] Date 6/21/16

---

**RISK MANAGEMENT USE ONLY**

Contract Tracking # \_\_\_\_\_ Contract Reviewed \_\_\_\_\_ Date \_\_\_\_\_

Risk Manager Approval \_\_\_\_\_ Date \_\_\_\_\_

- PO Released
- Contract held/notice provided to \_\_\_\_\_

TO BOS  
7/20/16

**COUNTY OF MARIN  
PROFESSIONAL SERVICES CONTRACT  
2015 - Edition 1**

THIS CONTRACT is made and entered into this 26<sup>th</sup> day of July, 2016, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and Questa Engineering Corp., hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, County desires to retain a person or firm to provide the following service: Woodacre/San Geronimo Flats Recycled Water Project; and

**WHEREAS**, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

**3. FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

**4. MAXIMUM COST TO COUNTY:**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$66,000.00** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

**5. TIME OF CONTRACT:**

This Contract shall commence on July 26, 2016, and shall terminate on March 1, 2018. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

7/26/16  
CA-2

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

**7. ANTI DISCRIMINATION AND ANTI HARASSMENT:**

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

**8. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

**9. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

**10. LICENSING AND PERMITS:**

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

#### **11. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

#### **12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:**

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

#### **13. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

#### **14. APPROPRIATIONS:**

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

**15. RELATIONSHIP BETWEEN THE PARTIES:**

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

**16. AMENDMENT:**

This Contract may be amended or modified only by written Contract of all parties.

**17. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

**18. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**19. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

**20. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at [www.sam.gov](http://www.sam.gov).

**Exhibit D - Debarment Certification**

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:



- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
- Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

**21. NOTICES:**

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Lorene Jackson,  
Environmental Health Services Project Manager  
3501 Civic Center Drive, Room 236  
 Dept./Location: San Rafael, CA 94903  
 Telephone No.: 415-473-7146

Notices shall be given to Contractor at the following address:

Contractor: Questa Engineering Corp.  
PO Box 70356  
 Address: Point Richmond, CA 94807  
 Telephone No.: 510-236-6114

**22. ACKNOWLEDGEMENT OF EXHIBITS**

Check applicable Exhibits

**CONTRACTOR'S INITIALS**

|                   |   |            |
|-------------------|---|------------|
| <u>EXHIBIT A.</u> | <input checked="" type="checkbox"/> <b>Scope of Services</b>                    | <i>NSH</i> |
| <u>EXHIBIT B.</u> | <input checked="" type="checkbox"/> <b>Fees and Payment</b>                     | <i>NSH</i> |
| <u>EXHIBIT C.</u> | <input type="checkbox"/> <b>Insurance Reduction/Waiver</b>                      |            |
| <u>EXHIBIT D.</u> | <input checked="" type="checkbox"/> <b>Contractor's Debarment Certification</b> | <i>NSH</i> |
| <u>EXHIBIT E.</u> | <input type="checkbox"/> <b>Subcontractor's Debarment Certification</b>         |            |

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: *Norman Haatvech*  
 Name: NORMAN HAATVECH  
 Title: PRESIDENT

APPROVED BY  
 COUNTY OF MARIN:

By: *Steve Kinsey*

**Steve Kinsey**  
**President, Board of Supervisors**

COUNTY COUNSEL REVIEW AND APPROVAL (required)  
 County Counsel: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Services**

#### **Water Recycling Facilities Study**

The contractor will evaluate the feasibility of constructing a community sewer system and tertiary wastewater treatment facility for approximately 300 parcels currently serviced by on-site septic systems in the San Geronimo Valley. The treated wastewater would be collected in ponds and used to irrigate a local golf course during the dry season.

The contractor will evaluate the following additional option of wastewater recycling: expanded service area, system capacity, location of the treatment plan, treatment processes, location and capacity of holding ponds for the recycled water, and pipeline routes. The contractor will look at financing, management of the system, and formation of an assessment district for construction, operation; and maintenance of the system. Additionally, the contractor will evaluate the ability to expand the amount of recyclable wastewater by connecting other nearby wastewater systems during the summer season when the demand for recycled water is greatest.

The contractor will undertake the following tasks. These tasks and the final report shall align with the recommended Facilities Plan/Final Report provided in Appendix B of the State's Water Recycling Funding Program Guidelines.

#### **Task 1 – Define and Characterize Study Area**

Task 1 entails the compilation, review, and summary of pertinent background information related to land uses, development, and environmental characteristics of the Woodacre/San Geronimo Flats study area. This task will present the overall background and impetus for the project, i.e. problem statement. The basis for the study area boundaries will be explained, and the possibility of alternative service area boundaries (within the overall study area) will be evaluated and considered for inclusion in the Project Alternatives Analysis (Task 6.)

The summary of the study area characteristics will include geographical and topographic information, geology, land uses and land use trends, population projections, jurisdictional boundaries, and key environmental features. Particular emphasis will be given to water resources, including:

- Surface water resources and hydrology, including: a) surface water features; b) stream flows; c) beneficial uses; d) water quality; e) water quality impairment issues; and f) watershed management activities relating to wastewater practices, water uses, conservation, and stream flow conditions.
- Groundwater resources, including: a) groundwater occurrence, quantities, quality, and beneficial uses; b) surface water-groundwater interactions; c) cumulative wastewater impacts on groundwater; and d) groundwater management and protection issues.

#### **Task 2 – Water Supply Characteristics and Facilities**

Task 2 will provide a review, summary, and mapping of domestic water supply characteristics and facilities in the study area, which are entirely under the jurisdiction of the Marin Municipal Water District (MMWD). This will address:

- MMWD jurisdictional boundaries, activities, and policies regarding water supply, water conservation, and water recycling;
- MMWD water supply, treatment, and distribution facilities within and relevant to the study area, including sources of supply, major facilities, costs, subsidies, and customer prices;
- Capacities of present MMWD facilities, existing flows, estimated years when capacities to be reached for major components (water treatment plants, major transmission and storage facilities);
- Water use trends and future demands, prices and costs for potable water, raw water, and recycled water;
- Quality of water supplies; and
- Sources for additional water and plans for new facilities.

### **Task 3 – Wastewater Characteristics and Facilities**

Task 3 will cover the review, summary, and mapping of wastewater treatment and disposal facilities in the study area, including: a) existing facilities, which consist entirely of individual and small community-type systems utilizing subsurface wastewater disposal, i.e., septic systems or onsite wastewater treatment systems (OWTS); and b) potential community wastewater facilities that have been identified and studied for replacement of existing OWTS. Background information for this task will come largely from the "*Woodacre Flats Wastewater Feasibility Study*" (Questa Engineering, July 2011), which includes data specific to the Woodacre Flats portion of the study area. This will be augmented with similar information for the expanded Woodacre area and San Geronimo Flats portion of the study area, and will also recognize some of the small community-type wastewater facilities immediately bordering the study area (e.g., Spirit Rock Center, Lagunitas School, and the French Ranch development.)

**Existing Wastewater Facilities.** The following information will be compiled for the study area:

- The number, type, level of treatment and location of individual residential OWTS for the entire study area and sub-areas;
- Type, size, level of treatment, and location of any commercial and community-type wastewater facilities;
- Total estimated wastewater flows for the entire study area and sub-areas, including seasonal fluctuations, as applicable;
- Effluent quality data, as applicable;
- Operational information, including water quality impact issues of concern; and
- Regulatory and permitting status.

**Potential Community Wastewater Facilities.** A summary of key findings and recommendations from the 2011 *Woodacre Flats Wastewater Feasibility Study* will be presented, including:

- Service area addressed;
- Wastewater treatment and disposal alternatives evaluated;
- Types of treatment systems, capacities, and effluent quality;
- Methods of wastewater disposal and/or recycling;
- Identified project facilities with potential for water recycling;
- Estimated capital and operational costs; and
- Options/recommendations for operation, maintenance, and governance.

### **Task 4 – Treatment Requirements for Discharge and Reuse**

Under Task 4, the requirements for use of recycled water for golf course irrigation and other potential recycled water uses will be presented. This will address treatment, storage, and use area requirements as established in Title 22, California Code of Regulations, along with any other requirements of the San Francisco Bay Regional Water Quality Control Board (RWQCB) particular to recycled water projects and/or the watershed encompassing the project study area. Information presented in the 2011 *Woodacre Flats Wastewater Feasibility Study* will be reviewed and updated, as appropriate, including any recent or anticipated changes in Title 22 or RWQCB requirements.

### **Task 5 – Recycled Water Market**

This task will review potential uses of recycled water in the study area, the primary focus being turf irrigation at the San Geronimo Golf Course. Other smaller or incidental uses of recycled water will also be evaluated and included as appropriate. Information contained in the 2011 *Woodacre Flats Wastewater Feasibility Study* will provide the starting point and will be updated with new information to address an expanded service area and other facilities and use areas within the golf course. The 2011 study examined a project limited to the Woodacre Flats service area, with a single storage reservoir located in the front nine area of the golf course. The current project will expand to include a larger source of recyclable wastewater and a potential second storage reservoir located on the back nine portion of the golf course.

The assessment of the golf course for recycled water use will cover:

- Existing golf course irrigation water sources and demand, including seasonal fluctuations;
- Description and mapping of existing golf course irrigation facilities and operations;
- Evaluation of additional facilities, system modifications, and operational practices required to incorporate recycled water;
- Estimated internal capital investment (on-site conversion costs) to accommodate recycled water;
- Estimated water cost savings from different levels of recycled water use (volumes); and
- Interest, commitment, terms, and financial arrangements of golf course participation in a recycled water project.

A review will be conducted to identify other potential uses of recycled water in the study area, such as school playing fields, community ball fields, agricultural lands, laundry, toilet flushing for public buildings, groundwater recharge, and other permitted uses for tertiary recycled water per Title 22. Since such uses are expected to be minor or incidental in comparison to the primary use for golf course irrigation, it is not anticipated that facility details and costs for these other uses will be developed. Information collected regarding potential locations and recycled water volumes will be presented in a summary table.

### **Task 6 – Project Alternatives Analysis**

Task 6 will analyze project alternatives, including engineering, regulatory, environmental, and cost issues. The analysis will address and provide information regarding the following:

#### **Planning and Design Assumptions:**

- Location(s) for delivery of recycled water;
- Treatment criteria;
- Storage criteria;
- Operational and use area restrictions;
- Cost basis: cost index, discount rate, service life, etc; and
- Planning period.

**Water Recycling Alternatives to be Evaluated.** A detailed description of selected alternatives will be presented that include the following:

- Treatment alternatives and relevant design criteria:
  - ✓ Alternative treatment plant locations
  - ✓ Alternative treatment system capacities
  - ✓ Alternative unit processes to achieve a given level of treatment
- Pipeline route alternatives:
  - ✓ Collection system and transmission line routes
  - ✓ Treated water delivery pipelines
- Alternative markets:
  - ✓ Primary use – golf course irrigation
  - ✓ Potential secondary/incidental uses – school yard, ball fields, agriculture, laundry, toilet flushing, and groundwater recharge
- Storage Alternatives:
  - ✓ Storage pond locations
  - ✓ Storage pond capacities
  - ✓ Wet weather failsafe contingencies
- Sub alternatives of selected alternative:
  - ✓ Service area connections
  - ✓ Geographical areas
- Pollution control alternatives (if applicable) needed to address septic system-water quality management issues; allocation of costs between recycling and pollution control.
- No project alternative

### **Information to be supplied for each Alternative:**

- Cost tables for each alternative with breakdown of costs by total capital (without grants), operation and maintenance (O&M), unit processes, and with equivalent annual cost and per acre-foot cost;
- Lists of potential participants assumed for each alternative;
- Economic analysis;
- Energy analysis for each alternative, including direct and construction energy;
- Water quality and watershed impacts:
  - ✓Effect on receiving waters by removing or reducing discharge of effluent, including effect on beneficial uses;
  - ✓Groundwater impacts;
  - ✓Cumulative watershed impacts, including streamflow and groundwater recharge;
- Water conservation/reduction analysis:
  - ✓Estimates of raw water use reduction;
  - ✓Water conservation benefits; and
- Other non-monetary benefits
- Other local environmental issues of potential concern.
- Operational and management requirements, issues, and contingency measures.

### **Comparative Review, Ranking, and Recommendations:**

- Conduct a comparative review and ranking of the various alternatives considering the various engineering, regulatory, environmental, and cost factors.
- Identify recommended ("Apparent Best") alternative based on the comparative review, including input from the project participants, community, and agency staff.

### **Task 7 – Recommended Facilities Project Plan**

Based on the results of the Alternatives Analysis (Task 6) along with any additional information or mitigation requirements arising out of the environmental review, the recommended water recycling facilities project plan will be described and presented in accordance with the following outline.

#### **Water Recycling Facilities**

- Description of all proposed wastewater collection, treatment, storage, and piping facilities, including preliminary layout and basis for selection;
- Preliminary design criteria for all major project facility elements;
- Cost estimate based on projected time of construction;
- Description of recycled water operations, quantity of recycled water use, and comparison to peak demand; and
- Reliability of facilities and failsafe measures compared to user requirements.

**Project Implementation Plan.** This will include a discussion of any interagency service agreements necessary to construct, operate, and maintain the selected system. This will include the following:

- Agreement with recycled water user(s) (San Geronimo Golf Course);
- Governance for construction and operation of wastewater collection, treatment, and water recycling facilities;
- Ordinance(s);
- Tentative water recycling requirements of RWQCB;
- Permits, right-of-way, design, construction; and
- Detailed schedule.

#### **Operational Plan**

- Operation, maintenance, and monitoring requirements for all major components, including wastewater collection, transmission, treatment, storage, and distribution;
- Responsible parties, coordination and personnel;
- Equipment, irrigation logistics, monitoring, and reporting;

- Contingencies and emergency procedures; and
- Annual O&M cost estimates.

### **Task 8 – Construction Financing Plan and Revenue Program**

A financing plan and revenue program will be developed for project construction and ongoing facilities operation and maintenance, anticipated to include items listed below. This will include documentation showing the County has the legal, institutional, managerial, and financial ability to set up a framework to construct and maintain the selected alternative through the service life of the facility:

#### **Construction Financing**

- Required costs for project implementation (from Task 7);
- Estimated distribution of costs between water pollution control and water recycling;
- Cost (or equivalent) contributions from golf course; and
- Sources and timing of funds for design and construction, anticipated to include property assessments, loans, and grants.

#### **Ongoing Operation and Maintenance Costs**

- Projected annual O&M costs (from Task 7);
- Distribution of O&M costs between water pollution control and water recycling;
- Water pricing policy/agreement for recycled water; and
- Estimated annual O&M user costs for service area residents;

### **Task 9 –Project Report (Months 5-20)**

The findings, results, and recommendations from Tasks 1 through 8 will be presented in a draft facilities plan/project report for review by the community and Water Board staff. It will also provide the basis for conducting the environmental review, including project description, environmental setting, and key environmental topic areas (e.g., geology, hydrology, water quality, etc.)

Following formal environmental review, a facilities plan/final report will be prepared, including supplementary information, mitigations, and/or revisions based on input and comments from the environmental review process.

**EXHIBIT "B"**  
**FEES AND PAYMENT SCHEDULE**

COUNTY shall pay CONTRACTOR as follows:

- (1) **BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee not to exceed \$66,000.00 during the term of the contract. CONTRACTOR shall submit requests for payment via invoice net 30 following provision of services.
- (2) **MILEAGE.** COUNTY shall not pay CONTRACTOR for travel by private, leased or hired vehicle as required by this Contract.
- (3) **AUTHORIZATION REQUIRED.** Services performed by CONTRACTOR and not authorized in this Contract shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Contract is amended by both parties in advance of performing additional services.
- (4) **MAXIMUM CONTRACT AMOUNT.** The maximum term of this Contract is July 19, 2016 – March 1, 2018. The maximum amount payable to Contractor under this Contract for this period shall not exceed \$66,000.00.
- (5) **REPORTS:** Reports shall be submitted as follows:
  - Draft report due November 15, 2016
  - Draft final report due Feb 1, 2018
  - Final report due Feb 15, 2018