

*1902 - Serving Our Community for over 120 Years - 2023*  
WEST BAY SANITARY DISTRICT  
AGENDA OF BUSINESS  
REGULAR MEETING OF THE DISTRICT BOARD  
WEDNESDAY, JULY 12, 2023 AT 7:00 P.M.  
RONALD W. SHEPHERD ADMINISTRATION BUILDING,  
500 LAUREL STREET, MENLO PARK, CALIFORNIA 94025

**Board Members**

Fran Dehn, President  
David Walker, Secretary  
Roy Thiele-Sardiña, Treasurer  
Edward P. Moritz, Member  
George Otte, Member

**General Manager**

Sergio Ramirez

**District General Counsel**

Anthony Condotti, Esq.

**AGENDA OF BUSINESS**

To participate by telephone or Zoom meeting, public comments can be made by joining Zoom meeting at:

<https://us06web.zoom.us/j/87622696993?pwd=a0pZdlo5WHJjOGd4MEtEYU05YVY3QT09>

Meeting ID: 876 2269 6993 Passcode: 705843

Telephone 1 669 900 6833 Meeting ID: 876 2269 6993 Passcode: 705843

***NOTE: The Board may take action on any agendized item unless specifically designated a “discussion” item or a “report.”***

1. Call to Order and Roll Call
2. Communications from the Public
3. Consent Calendar

*Matters listed under this item are considered routine and will be enacted by one motion. The motion, seconds, and vote are applicable to any included resolutions and recorded accordingly. There will be no separate discussion of these items unless specifically requested by a member of the Board.*

- A. Approval of Minutes for Regular Meeting June 28, 2023 Pg. 3A-1
- B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru June 30, 2023 Pg. 3B-1
- C. WBSD Operations and Maintenance Report – June 2023 Pg. 3C-1
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – June 2023 Pg. 3D-1
- E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – June 2023 Pg. 3E-1

4. Public Hearing: Consider Approving Resolution Confirming Report on Sewer Service Charges for West Bay Sanitary District for the Fiscal Year 2023/2024 Pg. 4-1
5. Consider Approving Resolution Confirming Report on Sewer Service Charges for West Bay Sanitary District for Fiscal Year 2023/2024 Pg. 5-1
6. General Manager's Report Pg. 6-1
7. Consider Approving Purchase of Flygt MultiSmart to Upgrade the Pump Station Telemetry System Pg. 7-1
8. Consider Authorizing the General Manager to Enter Into an Agreement for Design and Construction Support for the Replacement of the Stowe Lane Pump Station in Menlo Park, Unincorporated San Mateo County Pg. 8-1
9. Consider Authorizing the General Manager to Enter Into an Agreement for Design and Construction Support for the Willow Road Pump Station Wet Well Rehabilitation and Discharge Piping Replacement in Menlo Park Pg. 9-1
10. Consider Authorizing General Manager to Extend the Agreement for Engineering Staff Augmentation Services Pg. 10-1
11. Discussion and Direction on the West Bay and Sharon Heights Recycled Water Facility Pg. 11-1
12. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 12-1
13. Report and Discussion on South Bayside Waste Management Authority (SBWMA) Pg.13-1
14. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 14-1
15. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
16. Adjournment

The West Bay Sanitary District does not discriminate against persons with disabilities. Upon request, the agenda and agenda packet can be provided in a format to accommodate special needs. If you require a copy of the agenda or related materials in an alternative format to accommodate a disability, or if you wish to attend this public meeting and will require special assistance or other special equipment, please call the District at (650) 321-0384 at least five days in advance and we will make every reasonable attempt to provide such an accommodation.



1902 - *Serving Our Community for over 115 Years* - 2023

WEST BAY SANITARY DISTRICT  
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD  
WEDNESDAY, JUNE 28, 2023 AT 7:00 P.M.

1. **Call to Order**

President Dehn called the meeting to order at 7:00 PM

**Roll Call**

BOARD MEMBERS PRESENT: President Dehn, Secretary Walker, Treasurer Thiele-Sardiña, Director Moritz, Director Otte

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Ramirez, Heydari and Reese, Fisher, Ledesma, and Condotti by Zoom

Others Present: Adrianna Sells – Streamline Inc., James Konugres and Ron Dennis – Central Square, Rob Bartoli – LAFCo, Richard Laureta – Freyer & Laureta Inc.

2. **Communications from the Public:** None.

3. **Consent Calendar**

**CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR**

Discussion/Comments:

- A. Approval of Minutes for Regular Meeting June 14, 2023
- B. Consider Resolution Accepting Deed of Easement Pursuant to Class 3 Sewer Permit No. 1613 for the Construction of Wastewater Facilities for 305 Cervantes Road, Portola Valley, California
- C. Consider Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1613 for the Construction of Wastewater Facilities for 305 Cervantes Rd, Portola Valley, California
- D. Consider Authorizing the General Manager to Issue Class 3 Sewer Permit No. 1628 for the Construction of Wastewater Facilities for 460 Cervantes Road, Portola Valley, California

Motion to Approve by: Moritz 2<sup>nd</sup> by: Walker Vote: AYE: 5 NAY: 0 Abstain: 0

4. **General Manager’s Report**

Discussion/Comments: General Manager Ramirez reported two new electric vehicles and a Vactor Combo unit have arrived. He also reported a Reclaimed Water Code is in draft. He continued to report upcoming agenda items will include Stowe Lane Pump Station and Willow Road Pump Station design projects. In addition, he informed the District will participate in the Redwood City Fourth of July parade driving the 1958 classic water truck. General Manager Ramirez further reported the Operations Superintendent and Assistant Operations Superintendent attended an EV seminar in Fresno highlighting truck and equipment EV. The next regular Board meetings will be held July 12<sup>th</sup> while the July 26<sup>th</sup> meeting may be cancelled. The complete General Manager’s written report is in the June 28<sup>th</sup>, 2023 agenda packet.

**5. Presentation, Discussion, and Direction on the New District Website**

Discussion/Comments: Adrianna Sells of Streamline Inc. gave a presentation on the District's new website including the layout, ADA accessibility, customer survey, and other updated sections with new photos. James Konugres of Central Square gave a presentation on the website's new permitting and payment section. Some of the highlights Mr. Konugres included were Individual Parcel Information, Permit Application, Plan Submittals, Payment Processing, Geographical Information System (GIS) Integration, Contractor License Verification, Inspection Scheduling, and Automatic Notifications throughout the Permit Process. The Board provided feedback that included cleaning up the images, less scrolling of web pages, and rotating smaller photos.

**6. Consider Authorizing the General Manager to Enter Into an Agreement Approved as to Form by General Counsel with Central Square for the Online Permitting System**

Motion to Approve by: Walker 2<sup>nd</sup> by: Moritz Vote: AYE: 5 NAY: 0 Abstain: 0

Discussion/Comments: General Manager Ramirez reported that the Board of Directors gave direction to staff to move its software platforms to the cloud whenever feasible. Staff began to research different online permitting platforms, including Central Square, to help streamline the permitting process. The District uses Lucity as its asset management software. Lucity is a product of Central Square. He also reported SaaS set up and first year cost would be \$84,215 and annual fee starting the second year would be \$16,500.

**7. Presentation and Discussion by San Mateo LAFCo Executive Director on the Solid Waste Divestiture Process**

Discussion/Comments: Rob Bartoli of San Mateo County LAFCo reported on the process for the District to start the solid waste divestiture process with the County of San Mateo. Board consensus was to start the process immediately by sending rates to County and LAFCo. The Board also provided direction to contact HF&H for a rate study proposal to include the County's rates and service area maps.

**8. Presentation and Discussion on Flow Equalization and Resource Recovery Facility Levee Improvement Project**

Discussion/Comments: Richard Laureta of Freyer and Laureta Inc. presented an update on the project that included pre-construction activities and construction schedules.

**9. Consider Authorizing the General Manager to Enter Into an Agreement for On-Call Environmental Compliance Support with Kaz & Associates, LLC for the Flow Equalization and Resource Recovery Facility Levee Improvement Project**

Motion to Approve by: Thiele-Sardiña 2<sup>nd</sup> by: Walker Vote: AYE: 5 NAY: 0 Abstain: 0

Discussion/Comments: General Manager Ramirez reported the work outlined in the agreement is a requirement by State Water Quality Control Board prior to start of construction. He reported having the District enter into the agreement directly with the consultant would avoid contractor markups. He also stated that the NFWF grant and SRF loan would pay for the cost.

**10. Consider Accepting Work by Precision Engineering for the North Bay Road and Ringwood Avenue Sewer Project; and Authorizing the General Manager to Execute the Balancing Change Order and File the Notice of Completion**

Motion to Approve by: Moritz 2<sup>nd</sup> by: Thiele-Sardiña Vote: AYE: 5 NAY: 0 Abstain: 0

Discussion/Comments: General Manager Ramirez reported 11,110 feet of sewer main was installed and 2,797 feet of reclaimed water main. He also reported 32 manholes were replaced some of which were over 100 years old. Work was conducted in easements and in streets using a combination of pipe bursting, CIPP and open trench repairs. In addition, he reported the balancing change order for \$292,140.17 was for additional work completed.

**11. Consider Resolution to Adopt the New West Bay Sanitary District Logo to Include Insignia to Reclaimed Water and Authorize the General Manager to Convert to the New Logo**

Motion to Approve by: Walker 2<sup>nd</sup> by: Otte Vote: AYE: 5 NAY: 0 Abstain: 0

Discussion/Comments: General Manager Ramirez presented the new District logo which includes a more modern look and purple recycled water arrows.

**12. Consider Adopting Regulation Amending Various Provisions of the General Code of Regulations**

Motion to Approve by: Walker 2<sup>nd</sup> by: Moritz Vote: AYE: 5 NAY: 0 Abstain: 0

Discussion/Comments: General Manager Ramirez reported General Code of Regulations updates included: Section 6 Interference with Easements - Zone of Influence and Prescriptive Easements; as well as, Section 7 Types of Permits - Added Class 5 and 6 Permits for STEP/Grinder Systems and Trenchless Contractors.

**13. Consider Adopting Regulation Amending the General Code of Regulations to adopt updated Standard Specifications (Section 400)**

Motion to Approve by: Moritz 2<sup>nd</sup> by: Walker Vote: AYE: 5 NAY: 0 Abstain: 0

Discussion/Comments: None.

**14. Consider Adopting Resolution Approving Master Fee Schedule (2023)**

Motion to Approve by: Dehn 2<sup>nd</sup> by: Otte Vote: AYE: 5 NAY: 0 Abstain: 0

Discussion/Comments: General Manager Ramirez reported rates were last updated in 2020 and the new rates include CPI and staff MOU increases. He reported significant changes include combining permit deposits and fees into one fee, the addition of Class 5 and Class 6 permits, and the addition of private job account deposits for developments and re-development projects.

**15. Report and Discussion on Sharon Heights Recycled Water Plant**

Discussion/Comments: General Manager Ramirez reported 5.1MG was treated in May and 400K gallons were used for dust control. He also reported Casey Construction has started work on the Avy Altschul Pump Station. General Counsel Condotti reported Sharon Heights Golf & Country Club has agreed to the terms outlined in the amendment to the Long-Term Agreement and has assured him they will sign it by June 30.

**16. Discussion and Direction on Bayfront Recycled Water Project and Status Update**

Discussion/Comments: General Manager Ramirez reported on the May 31 kick-off meeting for the recycled water project. He also reported bid packets for the Levee Project will go out by June 30, the pre-bid meeting will be on July 11 and the bid opening will be held on July 25.

**17. Report & Discussion on South Bayside Waste Management Authority (SBWMA)**

Discussion/Comments: Director Otte reported on the recent retreat. President Dehn reported on the approval of contract for the metal building roof replacement, and the removal and replacement of the underground tanks. She also reported on the approval of the Facility Property Insurance Coverage for policy year 2023/24.

**18. Report, Discussion & Direction on Silicon Valley Clean Water (SVCW) and Discussion on SVCW CIP Program and Financing**

Discussion/Comments: Director Otte reported on approval of the reserve policy.

**19. Closed Session**

Entered closed session at 10:01 p.m. Left closed session at 10:41 p.m.

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/CONF. WITH LABOR NEGOTIATORS  
Agency designated representatives: Board President/General Counsel  
Unrepresented employee: General Manager

Reportable action: President Dehn reported no reportable action.

**20. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda**

Discussion/Comments: None.

**21. Adjournment Time:** The meeting was adjourned at 10:42 PM

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**Secretary**



**WEST BAY SANITARY DISTRICT**  
**Financial Activity Report**  
**June 2023**

**Date:** *July 12, 2023*

**To:** *Board of Directors*

**From:** *Annette Bergeron, Personnel & Accounting Specialist*  
*Debra Fisher, Finance Manager*

**Subject:** *Approve Monthly Financial Activity Report*

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**Financial Activity for the month of June 2023.**

**Receipt Summary:**

Commercial Deposits	499,510.82
Deposits in Transit/(Prior Period)	0.00
Returned Checks	0.00
Credit Cards	7,210.70
Franchise Fees	9,272.54
San Mateo County [Tax Roll]	3,062,933.70
Other Receipts	111,292.59
Transfers	670,000.00
<b>Total Receipts</b>	<b><u>4,360,220.35</u></b>

**Withdrawal Summary**

Total Checks	858,866.42
Total Corp Cards	12,714.73
Total Bank Wires/ACHs	1,907,131.69
<b>External Withdrawals</b>	<b><u>2,778,712.84</u></b>
Total Internal Bank Transfers	1,000,000.00
<b>Total Withdrawals</b>	<b><u>3,778,712.84</u></b>

**Fund Expenditure Summary by Budget Category**

<b>Fund</b>	<b>Expenditure Summary by Budget Category</b>	
100	Operations	1,813,823.75
200	Capital	647,327.98
300	Solid Waste	0.00
500	Recycled Water	56,004.11
800	Silicon Valley Clean Water	1,261,557.00
<b>Expenditures by Fund</b>		<b><u>3,778,712.84</u></b>

Presented to West Bay Sanitary District Board of Directors for review and approval.

President \_\_\_\_\_

Secretary \_\_\_\_\_

**West Bay Sanitary District  
Receipts  
June 2023**

RECEIPT NUMBER	RECEIPT DATE	DESCRIPTION	AMOUNT
463027	6/1/2023	SMC: SSC FY 2022-23, 2nd Period Clean-up Apportionment	2,407,216.04
463028	6/1/2023	OHC of California: Medical Screening Overpmt - D'Andre W.	33.00
463029	6/1/2023	US Bank: CalCard Cash Back CY 2023 Q1	766.00
463030	6/1/2023	Mc Plumbing: 118 Hillside Ave, MP, Permit	290.00
463031	6/1/2023	Rj Daily Construction Company: 202 Atherton Ave, ATH, Permit	460.00
463032	6/2/2023	Ramin Dariani: 2018 Sand Hill Rd, MP, Permit	170.00
463033	6/2/2023	Melissa Philbrick: 1350 Adams Ct, MP, Permit	410.00
463034	6/2/2023	Pipe Thru Plumbing: 307 Waverley St, MP, Permit	290.00
463035	6/5/2023	Rona Development: 671 Live Oak Ave, MP, ADU Conn & Permit	5,885.20
463036	6/5/2023	Steven Olivares: 923 Theresa Ct, MP, Permit	290.00
463037	6/5/2023	James Caccia Plumbing: 860 Olive St, MP, Permit	355.00
463038	6/7/2023	Void	0.00
463039	6/7/2023	Amir Hossein Jalali: 25 Vasilakos Way, MP, ADU Conn	5,595.20
463040	6/7/2023	Amir Hossein Jalali: 25 Vasilakos Way, MP, Permit	290.00
463041	6/7/2023	James Caccia Plumbing: 934 Alice Ln, MP, Permit	290.00
463042	6/7/2023	Valentine Construction: 33 Ashfield Rd, ATH, Permit	290.00
463043	6/7/2023	Wizard Plumbing: 141 Durazno Way, MP, Permit	290.00
463044	6/8/2023	Huo Family Trust: 510 Pope St, MP, Permit	290.00
463045	6/8/2023	Westcoast Plumbing Inc.: 141 Karen Way, ATH, Permit	290.00
463046	6/13/2023	Town of Los Altos Hills: MSA 3/2023	39,041.08
463047	6/13/2023	Town of Los Altos Hills: MSA 4/2023	38,324.11
463048	6/13/2023	Recology: SW Franchise Fee 5/2023	9,272.54
463049	6/14/2023	Raul Martinez: 290 S. Balsamina Way, PV, Permit	65.00
463050	6/14/2023	Trenchfree: 27 Willow Rd, MP, Permit	290.00
463051	6/14/2023	Casey Construction: 1205 Middle Ave, MP, ADU & Permit	4,594.00
463052	6/15/2023	Mission Square: Over payment on EE Matching	368.67
463053	6/16/2023	Bayshore Plumbers: 923 Marsh Rd, MP, Permit	290.00
463054	6/20/2023	TD Builder: 40 Laburnum Rd, Ath, Permit	610.70
463055	6/21/2023	William Young: 261 Atherton Ave, ATH, Permit	170.00
463056	6/21/2023	William Young: 261 Atherton Ave, ATH, Permit	293.56
463057	6/22/2023	Cox Bros. Constrction: 455 Claremont Way, MP, Permit	95.00
463058	6/22/2023	Wizard Plumbing: 2070 Camino A Los Cerros, MP, Permit	290.00
463059	6/22/2023	King Knong Plumbing: 811 College Ave, MP, Permit	290.00
463060	6/23/2023	Marrone & Marrone: 282 Park Lane, Ath, Permit	290.00
463061	6/23/2023	Makoni Construction: Manzanita Rd, Ath, Permit	290.00
463062	6/23/2023	Afsaneh Oskouy: 671 Live Oak Ave, MP, Permit	65.00
463063	6/26/2023	SVCW: Flow Equalization Facility Pond FY 2023-24	403,165.00
463064	6/26/2023	WBSD: Transfer Treatment Plant Reserve to Checking	670,000.00
463065	6/27/2023	JPM Construction: 1435 Laurel St, MP, Permit	170.00
463066	6/27/2023	Pacific Peninsula Group: 358 Walsh Rd, ATH, Permit	170.00
463067	6/27/2023	Speed Construction: 2 Lowery Drive, Ath, Permit	170.00
463068	6/28/2023	Atlas Plumbing: 944 Evelyn St, MP, Permit	290.00
463069	6/29/2023	Wizard Plumbing: 199 Arlington Way, MP, Permit	290.00
463070	6/29/2023	Dulcy Freeman: 1325 Johnson St, MP, Permit	355.00
463071	6/29/2023	Trenchfree: 201 Mckendry Drive, MP, Permit	290.00
463072	6/30/2023	Valentine Construction: 1235 Bay Laurel, Permit	170.00
463073	6/30/2023	SMC: SSC FY 2022-23 Final Pmt	655,717.66
463074	6/30/2023	SHGCC: O&M Expense 7/2023, SRF Loan # 4, Reim Solar 4/2023	111,292.59
<b>Total Receipts</b>			<b>\$4,360,220.35</b>



**West Bay Sanitary District  
Financial Activity Report  
Withdrawals  
June 2023**

Check	Date	Payee	Purpose	Amount
70398	6/7/2023	Atchison, Barisone & Condotti	Void - Check Lost	(7,897.60)
70565	6/7/2023	A-A Lock & Alarm	Key Spares for Stock and Replacement 5/2023	51.84
70566	6/7/2023	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility 5/15/23	540.00
70567	6/7/2023	Atchison, Barisone & Condotti	Reissue: Legal Services 3/2023	7,897.60
70568	6/7/2023	Void		0.00
70569	6/7/2023	Bayside Equipment Company	Generator Service & Repair - 4/2023	7,032.99
70570	6/7/2023	CWEA	Membership Fee R.Hulsmann & D.Nanni 2023-24	310.00
70571	6/7/2023	California Water Service	Water Service - 4/22/23-5/19/23	32.23
70572	6/7/2023	Cintas	Uniform Service 06/2023	2,001.44
70573	6/7/2023	Cleanserv Universal Services	Janitorial Service 6/2023	1,075.00
70574	6/7/2023	Du-All Safety, LLC	Safety Maint. Contract & SOP Development 5/2023	2,520.00
70575	6/7/2023	FedEx	Shipping Charges 5/24/2023	114.81
70576	6/7/2023	Navia Benefit Solutions	FSA & Commuter Fees 5/2023	200.00
70577	6/7/2023	Grainger	Misc.Parts, Tools & Supplies 3/2023	1,395.10
70578	6/7/2023	Hach Company	Flo Dar Maintenance & Reporting Qrtly 6/2023	13,921.75
70579	6/7/2023	Void		0.00
70580	6/7/2023	Home Depot Credit Services	Tools & Pump Station Parts and Material 5/2023	1,712.51
70581	6/7/2023	Kone Pasadena	Elevator Maintenance 6/2023	298.69
70582	6/7/2023	City Of Menlo Park - Fuel	Fuel: District Vehicles 5/2023	8,049.27
70583	6/7/2023	Abila	MIP Cloud Subscription 7/4/23-8/3/23	652.67
70584	6/7/2023	Owen Equipment Sales	Vactor Vacuum Combo Unit 229	562,689.53
70585	6/7/2023	P&F Distributors	HDPE Parts for Stock 5/2023	1,516.28
70586	6/7/2023	Pacific Gas & Electric	Electric Service - April-May 2023	4,444.63
70587	6/7/2023	Preferred Alliance	DOT Testing Admin Fees 4/2023	266.76
70588	6/7/2023	Principal Life Insurance	Dental, Vision, Life AD&D, Disability Ins 6/2023	7,042.54
70589	6/7/2023	Recology Peninsula Services	Recology Waste 2 Yard Bin - SHGCC 5/2023	249.39
70590	6/7/2023	Redwood City Health & Wellness	DOT Physical - H. Cortez 6/1/23	85.50
70591	6/7/2023	Shape, Inc.	Avy Altschul Pump Station Flygt Pump 5/2023	19,877.81
70592	6/7/2023	Sharp Business Systems	Monthly Lease for Copiers 6/2023	1,206.28
70593	6/7/2023	TPX Communications	District VoIP & Fiber Service 5/2023	3,156.69
70594	6/7/2023	Teamsters Local No. 350	Union Dues 6/2023	1,008.00
70595	6/7/2023	Verizon Wireless	Internet 5/2/23-6/1/23	65.69
70596	6/7/2023	Vision Communications Co.	Radio Air Time 6/2023	724.13
70597	6/14/2023	Action Towing	Unit 212 Towed To Towne Ford 5/2023	268.13
70598	6/14/2023	Matheson Tri-Gas	Tank Rentals 5/2023	66.63
70599	6/14/2023	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility 5/2023	450.00
70600	6/14/2023	ReadyRefresh By Nestle	Water Delivery 5/1/23-5/31/23	48.32
70601	6/14/2023	Bay Reprographic	Maintenance and Service of plotter and scanner 5/2023	922.11
70602	6/14/2023	Bayside Equipment Company	Station Generator Repair 5/2023	4,369.27
70603	6/14/2023	CWEA	CWEA Renewal R.Scheidt 2022 & 2023	235.00
70604	6/14/2023	California Water Service	Water Service - Wheeling/Jet Truck Acct 5/4/23-6/5/23	1,649.47
70605	6/14/2023	CalPERS Longterm Care Program	LTC Withholding 6/1/23-6/15/23	67.27
70606	6/14/2023	Cintas	Uniform Service 6/7/23	1,218.00
70607	6/14/2023	Coast To Coast Trucking School	Driving School - Feliti Koka Class A License	5,000.00
70608	6/14/2023	Core & Main	Extension Hose 5/2023	78.07
70609	6/14/2023	Fischer Compliance LLC	2006 OERP - 2022 SERP Review 6/2023	5,000.00
70610	6/14/2023	Navia Benefit Solutions	FSA Contributions PR 6/16/23	631.15
70611	6/14/2023	Ieda	Consulting Fees 6/2023	814.00
70612	6/14/2023	City Of Menlo Park - Water Svc	Water Service - April-May 2023	142.93
70613	6/14/2023	Municipal Maintenance Equip.	Unit 221 & 226: Vehicle Repairs	1,065.97
70614	6/14/2023	R.D. Kincaide, Inc.	Pipe Patch Order (23) 5/2023	10,828.13
70615	6/14/2023	Pacific Gas & Electric	Electric Service - April-May 2023	1,209.28
70616	6/14/2023	San Mateo County Assessor	Special Assessment Secured Roll (as of the close of the roll	305.00
70617	6/14/2023	Siemens Industry, Inc.	SHRWF Avy PS: Mag Meter & Transmitter	4,426.41
70618	6/21/2023	AT&T	Telemetry & Alarms 5/13/23-6/12/23	1,153.38
70619	6/21/2023	Veolia Water North America	Water Service - 1805 Purdue Ave 5/2/23-6/1/23	43.03
70620	6/21/2023	Readyrefresh By Nestle	Water Delivery 5/11/23-6/10/23	227.79
70621	6/21/2023	Atchison, Barisone & Condotti	Legal Services 5/2023	11,676.20
70622	6/21/2023	Bay Alarm	Alarm Monitoring 7/1/23-9/30/23	2,970.99
70623	6/21/2023	Bay Area Paving Co.	Rehab's Point Repair - 6/2023	11,366.00
70624	6/21/2023	CWEA	CWEA Certificate R.Sandoval 4/2023	95.00
70625	6/21/2023	California Water Service	Water Service - May-June 2023	100.89
70626	6/21/2023	Comcast	Internet - 2900 Sand Hill Rd 6/18/23-7/17/23	286.06
70627	6/21/2023	FedEx	FedEx - ABC Law 6/9/2023	46.18
70628	6/21/2023	Freyer & Laureta	1086 On-Call North Bay Road 3/2023	5,051.25

**West Bay Sanitary District**

**Financial Activity Report**

**Withdrawals**

**June 2023**

70629	6/21/2023	City Of Menlo Park - Water Svc	Water Service - Laurel St 5/5/23-6/2/23	505.60
70630	6/21/2023	Pacific Gas & Electric	Electric Service - Los Trancos Rd 5/16/23-6/13/23	239.06
70631	6/21/2023	Redwood General Tire Co	Unit 212 Tires & Service 5/2023	5,006.90
70632	6/21/2023	Staples Credit Plan	Staples - Office Supplies May 2023	1,986.93
70633	6/21/2023	Towne Ford	Unit 212 & 224 Vehicle Repairs 5/2023	3,125.09
70634	6/21/2023	Leaf Capital Funding	Fujitsu Scanner Monthly Lease 7/2023	462.99
70635	6/29/2023	Learn It	Office 365 Training 6/2023-7/2023	2,800.00
70636	6/29/2023	Airgas Usa, LLC	Tank Rentals 5/2023	54.01
70637	6/29/2023	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility 5/2023	360.00
70638	6/29/2023	Bayside Equipment Company	Fuel Filter - 6/2023	14.65
70639	6/29/2023	CWEA	CWEA Membership Renewal L.Marquez 2023	295.00
70640	6/29/2023	Calpers Longterm Care Program	LTC Withholding 6/16/23-6/30/23	67.27
70641	6/29/2023	Cintas	Uniform Service 6/2023	1,992.18
70642	6/29/2023	Core & Main	Couplers & Supplies 6/2023	1,071.11
70643	6/29/2023	CPS HR Consulting	HR Consulting Services 4/2/23-4/29/23	625.00
70644	6/29/2023	Das Manufacturing, Inc.	Curb Markers 6/2023	1,347.60
70645	6/29/2023	Navia Benefit Solutions	FSA Contributions PR 6/30/23	631.15
70646	6/29/2023	Freyer & Laureta	North Bay Road & Ringwood CIP Design 4/2023	760.00
70647	6/29/2023	Grainger	Misc.Parts & Supplies 6/2023	1,296.46
70648	6/29/2023	NorCal Materials, Inc.	2 Sack Sand Slurry Mix for San Mateo County Backfill 5/2023	1,185.08
70649	6/29/2023	Mallory Co.	PPE Supplies 5/2023	1,717.73
70650	6/29/2023	Sutter EAP	Quarterly EAP Charges - Q2 2023	427.50
70651	6/29/2023	Nassco Pacp	J.Kinder Training NASSCO PACP/LACP/MACP Renewal 6/2023	1,075.00
70652	6/29/2023	Pacific Gas & Electric	Electric Service - May-June 2023	2,057.70
70653	6/29/2023	D&J Gardening	Landscaping 6/2023	1,415.00
70654	6/29/2023	Preferred Alliance	DOT Testing Admin Fees 5/2023	329.76
70655	6/29/2023	Ranger Pipelines	Bayfront Park Sanitary Sewer Improvement Project 1761.8	78,827.20
70656	6/29/2023	Redwood City Health & Wellness	DOT Physical - L.Marquez 6/20/23	85.50
70657	6/29/2023	County Of San Mateo	LSSA Recording Fee: 290 S. Balsamina Way, MP	20.00
70658	6/29/2023	Seekzen Systems	Project 8A VMWare Upgrade Deposit FY 2023-24	8,275.00
70659	6/29/2023	Shape, Inc.	E-One Pump Replacement 6/2023	9,426.40
70660	6/29/2023	Telstar Instruments, Inc.	Pump Station Cell Site Radio Survey (12) 6/2023	7,850.00
70661	6/29/2023	Uline	Touchless Foam Dispenser Soap (8)	350.51
70662	6/29/2023	V & A Consulting Engineers	Master Plan: V&A Flow Monitoring Study 5/2023	5,710.50
70663	6/29/2023	Verizon Wireless	District Cellphones 5/16/23-6/15/23	2,349.96
70664	6/29/2023	Weeco Industries	Sewer Cleaning Equipment 5/2023	1,753.16
68857	6/29/2023	County of San Mateo	Void - Check Lost	(26.00)
68953	6/29/2023	County of San Mateo	Void - Check Lost	(20.00)
69449	6/29/2023	County of San Mateo	Void - Check Lost	(23.00)
69551	6/29/2023	City of Menlo Park	Void - Check Lost	(615.02)

**Checks**

**858,866.42**

**Corporate Cards:**

<b>GL</b>	<b>Date</b>	<b>Account Name</b>	<b>Description</b>	<b>Amount</b>
54028	6/20/2023	Commuter Benefits	Fastrak: Commuter Expenses	1,180.00
54063	6/20/2023	Diesel Pump Stations Fuel	Chargepoint: EV Charging 5/20/23	10.00
54080	6/20/2023	Memberships	Varion Rapid: Traffic Control Program Annual Fee 5/05/23	373.46
54091	6/20/2023	Stationary and Office Supplies	Air Filters, Keyboard Tray, Door Hangers, Office & Break Room Supplies	1,469.95
54095	6/20/2023	Postage	Sympathy Flowers, Birthday Cards, Team Building Supplies	196.33
54102	6/20/2023	Safety Supplies & Materials	Costco: Recycled Water Facility Shed 5/22/23	3,609.36
54103	6/20/2023	Vehicle & Equipment Supplies	Trailer Connector, Vehicle Lights	259.12
54105	6/20/2023	Pump Station Parts & Supplies	Portola Valley Hardware: Pump Repair Grinder 5/18/23	49.74
54112	6/20/2023	Personal Safety Garments	Amazon: Work Pants For Operations Supervisor 5/11/23	166.05
54132	6/20/2023	Printing Forms & Cards	DLX: Stock AP Checks (1000) 5/24/23	589.45
54151	6/20/2023	Fleet/Vehicle R&M	Vehicle Repairs, Car Wash	122.85
54158	6/20/2023	Computer Software R & M	Subscriptions: Duo, Zoom, Dropbox, Haikudeck, Sersera Cloud	328.37
54159	6/20/2023	Computer Hardware R & M	Costco: Office Supplies 2TB Hard Drive 4/27/23	208.75
54173	6/20/2023	Dept Training & EE Development	Notary Recertification, CWEA Seminars	991.87
54174	6/20/2023	Mgmt Conf. & District Meetings	Employee Appreciation Lunch, Business Meetings	1,194.07
54175	6/20/2023	CWEA Conf/Section Mtgs	CWEA: Progressive Build Conference J.Beyer	120.00
54176	6/20/2023	Business Meetings	General Manager Meetings	1,179.60
54191	6/20/2023	Internet	Comcast: Internet 5/07/23 - SHRWF	171.76
54202	6/20/2023	Other Misc. Operating Expense	Ace Parking: Parking 5/01/23	14.00
54207	6/20/2023	Vallombrosa Center	Vallombrosa: Lodging - V. Garica 5/1/23-5/7/23	480.00

**US Bank - CalCards - Credit Cards**

**12,714.73**

**West Bay Sanitary District  
Financial Activity Report  
Withdrawals  
June 2023**

**Bank Transfers:**

<b>Date</b>	<b>Payee</b>	<b>Purpose</b>	<b>Amount</b>
6/1/2023	ADP	Payroll Taxes - Board	743.40
6/1/2023	ADP	Payroll Taxes - 6/2/2023	37,270.56
6/1/2023	ADP	Director Fees May 2023	4,081.87
6/1/2023	ADP	Employee Payroll - Check Date: 06/02/2023	123,687.18
6/1/2023	CalPERS	Retirement Contributions PR 5/19/2023	24,904.55
6/2/2023	MissionSquare	Deferred Compensation, Formerly: ICMA	12,462.73
6/2/2023	Paytrace	Credit Card Processing Fees	538.85
6/5/2023	SVCW	SVCW Monthly Operating Contribution	591,557.00
6/9/2023	ADP	ADP Fees	315.00
6/12/2023	CalPERS	Health Premiums	62,750.78
6/15/2023	ADP	Payroll Taxes - 6/16/2023	35,687.13
6/15/2023	ADP	Employee Payroll - Check Date: 06/16/2023	119,612.95
6/16/2023	MissionSquare	Deferred Compensation, Formerly: ICMA	12,462.73
6/16/2023	CalPERS	Retirement Contributions PR 06/02/2023	24,877.70
6/20/2023	Bank of the West	Bank Fees	208.25
6/22/2023	NeoPost	Postage	300.00
6/23/2023	ADP	ADP Fees	285.00
6/26/2023	CalPERS	Retirement Contributions PR 06/16/2023	24,941.17
6/29/2023	SVCW	SVCW Debt Reserve Contribution	670,000.00
6/29/2023	ADP	Payroll Taxes - 6/30/2023	32,249.12
6/29/2023	ADP	Employee Payroll - Check Date: 06/30/2023	116,422.79
6/30/2023	MissionSquare	Deferred Compensation, Formerly: ICMA	11,772.93
<b>Bank Wires &amp; ACHs</b>			<b>1,907,131.69</b>

<b>Date</b>	<b>Payee</b>	<b>Purpose</b>	<b>Amount</b>
6/23/2023	WBSD LAIF Account	Transfer from BofW Checking to LAIF	1,000,000.00
<b>Internal Bank Transfers</b>			<b>1,000,000.00</b>

**Summaries:**

**Withdrawal Summary**

Total Checks	858,866.42
Total Corp Card	12,714.73
Total Bank Wires / ACHs	1,907,131.69
Total Internal Bank Transfers	1,000,000.00
<b>Total Withdrawals</b>	<b>3,778,712.84</b>

**West Bay Sanitary District  
Expenditures By Vendor  
7/01/2022 to 06/30/2023**

<b>Withdrawals</b>	<b>Total by Vendor YTD FY 2022-23</b>	<b>Withdrawals June 2023</b>
3600 Haven Avenue, LP	38,939.80	-
AAA Fire Protection Services	1,323.05	-
AAA Rentals	13,189.98	-
A-A Lock & Alarm	1,133.76	51.84
Svend Aagesen	1,483.53	-
Ace Fire Equipment & Service	2,342.38	-
Action Towing	2,190.63	268.13
Abila	11,868.09	652.67
Fumio Adachi	1,483.53	-
ADP Fees	8,366.40	600.00
ADP-Wage Garnishment	5,721.53	-
Aerzen USA Corp.	4,878.93	-
Airgas Usa, LLC	956.85	54.01
Stephen Albano	39,231.90	-
Allied Crane	1,490.36	-
The Almanac	15,921.92	-
Alpha Analytical Laboratories	15,200.00	1,350.00
Angel Ambriz	518.41	-
American Highway Products	536.52	-
Anderson Pacific	2,083.31	-
Larry & Mary Anderson	1,483.53	-
Domenic Andrightto	471.87	-
Angulos NorCal Tree Service	4,500.00	-
Aqua Natural Solutions	2,422.08	-
AT&T	13,941.03	1,153.38
Atchison, Barisone & Condotti	120,234.69	11,676.20
Seth Avila	500.00	-
Jancie L. Avilla	1,483.53	-
Aztec Consultants	15,722.05	-
BAGG Engineers	6,665.00	-
Backflow Prevention Specialist	2,715.00	-
Bank of the West - Credit Cards	66,439.60	-
Bank of the West	2,440.12	208.25
Battery Junction Wholesale	4,278.39	-
Bay Alarm	28,170.17	2,970.99
Bay Area Air Quality Mgmt Dist	3,716.00	-
Bay Area Barricade Service Inc	1,936.33	-
Bay Area Paving Co.	67,939.00	11,366.00
Bay Reprographic	1,452.59	922.11
Bayside Equipment Company	15,704.04	11,416.91
Claude Michael Beasley	1,483.53	-
Annette Bergeron	7,571.48	-
Jed M. Beyer	405.38	-
Blackburn Manufacturing Co	1,391.48	-
Bonny Doon Environmental	983.76	-
Richard W. & Sandra W. Boyce	3,494.44	-
Bosco Oil Inc DBA Valley Oil	322.09	-
Patricia Burns	1,483.53	-
CA Dept Of Tax & Fee Admin	-	-
CASA	14,300.00	-
CA State Disbursement Unit	-	-
CPS HR Consulting	4,506.25	625.00
Calgon Carbon Corporation	3,084.16	-
Calif. Labor Law Poster Service	192.00	-
CA Regional Water Quality	25,637.00	-
California Car Sounds	11,846.10	-
California State Lands Comm	5,248.66	-
California Water Service	30,841.78	1,782.59
CA Water Boards SWRCB	662,910.88	-
CalPERS - Actuary Fee	-	-
CalPERS - Admin Fees	600.00	-
CalPERS - Unfunded Accrued Liability	10,690.00	-
CalPERS - GASB Fee	1,050.00	-
CalPERS - Retirement	655,430.52	74,723.42
CalPERS - Health Premiums	709,807.18	62,750.78
CalPERS - 1959 Survivor Billing	1,677.90	-
CalPERS Longterm Care Program	1,519.91	134.54
Carla Carstens	5,521.53	-
Martin & Kristen Casado	1,483.53	-
CDW Government	6,073.54	-
Michael Chang	1,263.16	-
Chavan & Associates	14,000.00	-
ChemsearchFE	625.57	-
George Choi & Michele Ono	3,494.44	-
Cintas	53,593.60	5,211.62
City of Foster City	2,680.00	-
City of Menlo Park	690.10	(615.02)
City Of Menlo Park - Fuel	137,866.62	8,049.27
City Of Menlo Park - Water Svc	16,694.33	648.53

**West Bay Sanitary District  
Expenditures By Vendor  
7/01/2022 to 06/30/2023**

<b>Withdrawals</b>	<b>Total by Vendor YTD FY 2022-23</b>	<b>Withdrawals June 2023</b>
Thomas Robert Clandinin	1,483.53	-
Clean Earth Environmental	2,265.89	-
Cleanserv Universal Services	13,471.98	1,075.00
Coast To Coast Trucking School	5,000.00	5,000.00
Comcast	6,829.10	286.06
The Concept Genie	10,280.40	-
Consolidated Parts	9,894.69	-
Core & Main	38,914.66	1,149.18
Corrosion Protection Solutions	3,860.00	-
Heath Cortez	249.19	-
Costco	60.00	-
Tracy & Peter Cowperthwaite	1,483.53	-
CSDA	8,810.00	-
CSRMA c/o Alliant Insurance	359,324.57	-
CTJ	1,483.53	-
Cues, Inc.	3,950.00	-
Sean A. Curran	1,483.53	-
CWEA	3,423.00	935.00
D&J Gardening	3,415.00	1,415.00
Stephen Daane & Sheryl Garrett	1,483.53	-
Dale Scott & Co.	4,000.00	-
Daniel Mechanical	19,450.00	-
Das Manufacturing, Inc.	1,347.60	1,347.60
Lyn Louise Dearborn	1,483.53	-
Alan & Lauren Denenberg	3,494.44	-
Dewey Pest Control	27,171.94	-
Dolphin Graphics	7,487.05	-
Palwasha & Zelikha Dost	1,483.53	-
David Douglas	27.39	-
Du-All Safety, LLC	29,295.00	2,520.00
Ronald Dalman & Jocelyn Dunn	471.87	-
Lois DuBois	1,483.53	-
David & Julie Duncan	6,382.00	-
Duke's Root Control, Inc	267,966.64	-
Stephen Dunne	4,450.59	-
EDD	124.87	-
ESRI	11,300.00	-
Ian Earnest	2,967.06	-
East Bay Municipal Utility	2,493.00	-
Ergoworks	36.88	-
Fast Response On-Site Testing	1,742.40	-
FedEx	3,671.89	160.99
Fischer Compliance LLC	20,825.00	5,000.00
Ford Motor Company	3,990.00	-
James H. Foster	1,483.53	-
Freyer & Laureta	943,295.31	5,811.25
Frisch Engineering, Inc.	1,657.50	-
Mary Ann H. Furda	1,483.53	-
Dorothy Garcia Bachler	3,494.44	-
Scott & Jennifer Gamel	1,483.53	-
Tyler Garratt	10,345.71	-
Victor Garcia	790.00	-
Matt Gebhart	1,483.53	-
Global Equipment, Inc	531.61	-
Golden State Reprographics LLC	846.17	-
Goldstreet Design Agency, Inc.	4,000.00	-
Govconnection, Inc.	3,023.31	-
Governmentjobs.Com, Inc	4,479.01	-
Grainger	45,145.12	2,691.56
Granite Rock Company	2,924.10	-
Quinten Green	896.08	-
Gurtner Living Trust	471.87	-
HF&H Consultants	21,390.00	-
Hach Company	203,994.87	13,921.75
Hadronex	46,783.37	-
Jerald Hall Jensen	1,483.53	-
Harben California	6,218.98	-
Ann Hardy	1,483.53	-
Ingrid B. Hardy	1,483.53	-
Harrington Industrial Plastics	301.73	-
Yvonne Harrosh	25,848.00	-
Haas & Hayne	1,040.82	-
Elizabeth Hayden	10,345.71	-
Helix Laboratories, Inc.	2,764.03	-
Gabriel Hernandez	1,500.00	-
Javier Hernandez	1,798.20	-
Hillyard/San Francisco	691.29	-
Home Depot Credit Services	10,011.47	1,712.51
John Paul Huetter	1,483.53	-

**West Bay Sanitary District**  
**Expenditures By Vendor**  
**7/01/2022 to 06/30/2023**

<b>Withdrawals</b>	<b>Total by Vendor YTD FY 2022-23</b>	<b>Withdrawals June 2023</b>
Bob Hulsmann	893.88	-
Mark & Rebecca Hilderbrand	3,494.44	-
ICMA	63,489.56	-
IEDA	9,768.00	814.00
Innovyze	9,035.00	-
Institute For Local Government	225.00	-
Instrument Technology Corp.	160.67	-
Interstate Traffic Control	509.15	-
Ironhouse Sanitary District	2,713.45	-
The Jensen Family Trust	1,483.53	-
Raivis Kampenuss	1,483.53	-
Mary Kelley & Marc Levaggi	1,483.53	-
Carol Kemper	1,483.53	-
Parisa Khorsand	30,844.46	-
Kimball Midwest	10,499.34	-
Bill Kitajima	30,768.33	-
Heather Kirkby	1,483.53	-
Judy Klein	5,521.53	-
Kone Pasadena	3,584.28	298.69
Alexander M. Kostrikin	1,483.53	-
Alison Krausz	471.87	-
Lasky Trade Printing	607.03	-
Leaf Capital Funding	5,602.18	462.99
Learn It	2,800.00	2,800.00
Livermore Auto Group	70,508.81	-
Sione Lolohea	682.00	-
Dave Russell A Lojera	6,453.64	-
JoAnn Loulan	1,483.53	-
David A. Lowin	1,483.53	-
Gary Daniel MacGregor	1,483.53	-
Eric Madrigal	75.00	-
Mallory Co.	14,554.80	1,717.73
Charles & Toni Markley	2,967.06	-
Lisandro Marquez	250.00	-
Matheson Tri-Gas	857.63	66.63
Maxx Metals	71.09	-
David H. McMurtry	1,483.53	-
Medco Supply Company	790.18	-
Menlo Park Fire Protection	2,692.00	-
Menlo Park Hardware Co. #14016	902.31	-
Mid Peninsula Abstracts	830.00	-
Mid State Container Sales, Inc	5,185.00	-
Piterman Milanendra	-	-
Frazier Miller	1,483.53	-
Mission Clay Products, LLC	7,848.06	-
MissionSquare	-	36,698.39
Mission Valley Ford	5,957.00	-
Katrina Montinola	471.87	-
Morse Hydraulics	774.19	-
Motion Industries	6,834.69	-
Multiquip Inc	578.23	-
Municipal Maintenance Equip.	18,332.19	1,065.97
Dominic Nanni	631.94	-
Napa Auto Parts	2,818.31	-
Nassco Pacp	1,075.00	1,075.00
National Auto Fleet Club	131,650.66	-
Navia Benefit Solutions	18,761.04	1,462.30
Paul Andrew Nelson	385.00	-
William E. Nelson	1,483.53	-
NeoPost	2,450.00	300.00
Nancy & Robert Neuer	1,483.53	-
Robert J. & Nancy J. Neuer	1,483.53	-
Carrie Nevoli - Petty Cash	342.20	-
Keri Nicholas	471.87	-
John Nightingale	1,483.53	-
NorCal Materials, Inc.	4,385.97	1,185.08
North Bay Pensions	1,500.00	-
Stig & Holly Nybo	1,483.53	-
Occasions, Etc.	279.02	-
Occupational Health Centers	2,708.00	-
Ogasawara Landscape Maint.	6,030.00	-
Omega Industrial Supply	8,791.09	-
Orenco Systems, Inc.	5,793.81	-
Ovivo Usa, LLC	11,934.66	-
Owen Equipment Sales	562,689.53	562,689.53
P&F Distributers	6,241.20	1,516.28
PARS	-	-
Paxxo (USA) Inc	568.46	-
PBM	3,094.62	-

**West Bay Sanitary District**  
**Expenditures By Vendor**  
**7/01/2022 to 06/30/2023**

<b>Withdrawals</b>	<b>Total by Vendor YTD FY 2022-23</b>	<b>Withdrawals June 2023</b>
Pacific Gas & Electric	298,836.68	7,950.67
Paytrace	7,456.10	538.85
Lynne Penek - Holden	1,483.53	-
Peninsula Truck Repair	17,567.97	-
Pier 2 Marketing	2,000.00	-
Charles A. Planje	1,584.00	-
Ponton Industries, Inc.	3,554.69	-
Precise Printing And Mailing	3,940.82	-
Precision Engineering	914,052.95	-
Preferred Alliance	4,233.99	596.52
PrimePay Fees	956.25	-
Principal Life Insurance	77,011.28	7,042.54
Dominic Proia	75.00	-
Project Ergonomics	488.80	-
Quadient Leasing USA	1,073.62	-
Quincy Compressor	2,161.19	-
R.A. Nosek Investigations	3,010.00	-
R.D. Kincaide, Inc.	33,939.90	10,828.13
Sergio Ramirez	302.89	-
Ranger Pipelines	162,427.20	78,827.20
Readyrefresh By Nestle	4,222.76	276.11
Recology Peninsula Services	2,992.68	249.39
Red Wing Shoe Store	6,934.78	-
Redwood City Health & Wellness	427.50	171.00
Redwood General Tire Co	14,905.69	5,006.90
City Of Redwood City	9,678.32	-
Todd Reese	225.00	-
Keith Reeves	1,483.53	-
Registrar Of Voters	2,524.00	-
Rich Voss Trucking	900.00	-
Sean Riley & Judy Riley	1,483.53	-
Nicolas Rochard & Leigh Birch	1,483.53	-
Samuel M. Rose	1,650.00	-
Cindy Lee Russell	1,483.53	-
Kent Ryhorchuk & Cathy Brewer	1,483.53	-
SVCW - Monthly Operating Contribution	7,098,684.00	591,557.00
SVCW Debt Reserve Contribution	670,000.00	670,000.00
SVCW 2018 Bonds	1,833,999.48	-
SVCW 2021 A-B Bonds	2,736,917.22	-
SVCW - SRF Debt	506,765.21	-
Silicon Valley Clean Water	2,925.00	-
Michael Scandalios	471.87	-
Rupert Sandoval	200.00	-
County of San Mateo	1,620.00	(49.00)
San Mateo County Assessor	610.00	305.00
San Mateo County Tax Collector	990.00	-
San Mateo County Health	4,314.00	-
County of San Mateo - LAFCO	22,323.00	-
San Mateo Lawn Mower Shop	2,392.37	-
County of Santa Clara	-	-
SWRCB	18,512.00	-
Victoria S. Sargent	1,483.53	-
Robert J. Scheidt	821.03	-
Thomas & Jean Schellenberg	1,483.53	-
Seekzen Systems	79,884.00	8,275.00
Sensera Systems	2,148.00	-
Shape, Inc.	115,784.84	29,304.21
Sharp Business Systems	14,495.21	1,206.28
Bob Sick	1,587.36	-
Daniel Siegel	471.87	-
Siemens Industry, Inc.	4,426.41	4,426.41
Signa Mechanical	343.25	-
Thomas W. Sisson	1,483.53	-
Spartan Tool	4,899.88	-
SPL Laboratories	2,728.50	-
David Stagg	1,483.53	-
Staples Credit Plan	11,059.66	1,986.93
Armin Staprans	1,483.53	-
Steven Creek Quarry	2,131.64	-
Streamline	800.00	-
Sutter EAP	1,667.25	427.50
TJB Investments LLC	25,394.71	-
TPC Training	1,295.00	-
TPX Communications	37,989.36	3,156.69
Teamsters Local No. 350	12,033.00	1,008.00
Teletrac Navman US	3,263.52	-
Telstar Instruments, Inc.	10,784.00	7,850.00
Thomas & Associates	491.92	-
William & Susan Thomas	3,494.44	-

**West Bay Sanitary District  
Expenditures By Vendor  
7/01/2022 to 06/30/2023**

<b>Withdrawals</b>	<b>Total by Vendor YTD FY 2022-23</b>	<b>Withdrawals June 2023</b>
Town Of Atherton	3,000.00	-
Towne Ford	123,345.19	3,125.09
Uline	2,334.36	350.51
Underground, Inc.	165.89	-
Underground Service Alert	13,714.45	-
United Rentals (North America)	3,133.09	-
Univar Solutions USA	12,387.46	-
John Urbanowicz	5,521.53	-
Thomas V. & Nusrat T. Uridel	1,483.53	-
US Bank - CalCards - Credit Cards	55,913.05	12,714.73
U.S. Jetting, LLC.	2,596.60	-
US Standard Products Corp	2,650.56	-
V & A Consulting Engineers	71,199.26	5,710.50
Valley Heating & Cooling	3,268.00	-
Vallombrosa Center	1,120.00	-
Gregory G. Van Hauser	1,483.53	-
Veolia Water North America	507.67	43.03
Verizon Wireless	20,635.78	2,415.65
Video Voice Data Communication	10,708.95	-
Ramon & Kelly W. Villareal	3,494.44	-
Vision Communications Co.	16,901.53	724.13
Andrew & Kathy L. Waddell	3,494.44	-
Weco Industries	80,784.13	1,753.16
The Weed Solution	7,700.00	-
Mark Weiss	1,483.53	-
Jonathan Werness	154.44	-
West Yost & Associates	3,578.00	-
Western States Tool & Supply	523.42	-
Western Truck Fabrication, Inc	1,596.60	-
Erin & Julie Whalan	1,483.53	-
Stephen Wheeler	1,483.53	-
Israel White	1,436.71	-
Grover T. Wickersham	2,967.06	-
Blake Winchell	5,521.53	-
Woodard & Curran	288,595.82	-
Kenneth D. Woods	1,483.53	-
Young's Auto Supply Center	1,091.97	-
Zenon Environmental	8,739.07	-
Yanting Zhang	1,483.53	-
Zip's AW Direct	826.23	-
<b>Total Vendor Withdrawals</b>	<b><u>21,888,476.44</u></b>	<b><u>2,308,957.84</u></b>
<b><u>Wages &amp; Payroll Taxes</u></b>		
Salaries/Wages - Net Pay	3,498,749.97	359,722.92
Directors Fees - Net Pay	38,823.08	4,081.87
Payroll Taxes	1,138,011.31	105,950.21
Performance Merit Program - Net Pay	213,353.66	-
<b>Total Payroll</b>	<b><u>4,888,938.02</u></b>	<b><u>469,755.00</u></b>
<b>Total External Withdrawals</b>	<b><u>26,777,414.46</u></b>	<b><u>2,778,712.84</u></b>
<b><u>WBSD Transfers:</u></b>		
WBSD LAIF Account	12,500,000.00	1,000,000.00
WBSD Investment Accounts	12,202,111.08	-
Public Agency Retirement Services (PARS)	75,000.00	-
Other Transfers	3,006,000.00	-
<b>Total Transfers</b>	<b><u>27,783,111.08</u></b>	<b><u>1,000,000.00</u></b>
<b>Total Withdrawals</b>	<b><u>54,560,525.54</u></b>	<b><u>3,778,712.84</u></b>





**WEST BAY SANITARY DISTRICT**

**AGENDA ITEM 3C**

**To: Board of Directors**

**From: Bob Hulsmann, Operations Superintendent**

**Subject: WBSD Operations and Maintenance Report – June 2023**

Month	Basin PM Pipe Cleaning Miles	High Freq. PM Pipe Cleaning Miles	Un-Sche. Pipe Cleaning Miles	WBSD CCTV Insp. Miles	Pipe Patch Repairs Qty.	Open Trench Repairs Qty.	Pump Sta. PM Qty.	Pump Sta. Unsch. Repairs Qty.	SSO Cat. 1	SSO Cat. 2&3s	Service Calls- Unit 208			
											Call Outs	Sch PM	Unsch. PM	USA's
January	7.2	4.5	1.1	3.1	6	7	78	0	0	0	103	0	0	393
February	7.2	5.3	1.4	3.7	2	10	60	0	0	1	75	12	0	324
March	15.7	0.2	0.6	4.7	7	7	67	0	0	0	71	16	0	320
April	12.1	4.4	0.4	2.7	5	9	64	0	0	1	74	4	0	305
May	10.0	7.9	0.6	3.7	5	8	75	0	0	0	64	13	0	293
June	16.1	0.1	0.3	1.7	0	12	69	0	0	0	56	9	0	350
July														
August														
Sept.														
Oct.														
Nov.														
Dec														
<b>Yr to date</b>	<b>68.3</b>	<b>22.4</b>	<b>4.4</b>	<b>19.6</b>	<b>25.0</b>	<b>53.0</b>	<b>413.0</b>	<b>0.0</b>	<b>0.0</b>	<b>2.0</b>	<b>443.0</b>	<b>54.0</b>	<b>0.0</b>	<b>1985.0</b>
<b>2023 Goals</b>	<b>120.0</b>	<b>50.0</b>	<b>n/a</b>	<b>45-50</b>	<b>50-65</b>	<b>90</b>	<b>n/a</b>	<b>&lt;10</b>	<b>&lt;</b>	<b>4</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>
<b>2022 Results</b>	<b>120.9</b>	<b>53.6</b>	<b>7.5</b>	<b>**40.3</b>	<b>**92</b>	<b>100</b>	<b>774</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>858</b>	<b>97</b>	<b>2</b>	<b>3161</b>

**Report to the District Board for the Regular Meeting of July 12, 2023**

2021 Results	*123	*50	8.6	**46	**55	91	834	2	0	4	944	n/a	n/a	2294
2020 Results	134.2	51.0	8.4	29.6	72	85	754	6	0	0	1012	89	5	2362
2019 Results	112.0	48.2	6.9	42.7	60	86	967	6	0	4	1063	75	33	2850
2018 Results	134.2	48.5	7.4	42.1	66	63	1256	6	0	4	1139	134	89	2525
2017 Results	126.4	52	6	25	66	97	1265	8	2	3	700	178	61	3218

**\* = Including TOW**

**\*\*= Including LAH and TOW**



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 3D**

**To: Board of Directors**

**From: Bob Hulsmann, Operations Superintendent**

**Subject: Town of Los Altos Hills - Operations and Maintenance Report for Work Performed by WBSD – June 2023**

	Basin PM Pipe Clean-ing	High Freq. PM Pipe Clean-ing	Un-Sche. Pipe Clean-ing	WBSD CCTV Insp.	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls
Month							Cat. 1	Cat. 2&3s	Call
Temp Help	Miles	Miles	Miles	Miles	Qty.	Qty.			Outs
January-23	0.8	1.3	0.1	0.9	5	0	1	0	0
February	1.8	0.3	0.3	0.8	4	0	0	0	0
March	0.8	0.9	0.0	1.1	4	3	1	0	0
April	0.0	1.6	0.1	1.0	4	0	0	0	0
May	0.0	1.8	0.2	1.4	5	0	1	0	0
June	0.7	0.5	0.0	1.0	4	0	0	0	0
July	1.2	0.5	0.0	0.9	4	0	0	0	0
*August 22	0.1	1.1	0.0	0.9	4	0	0	0	0
Sept.	1.6	1.3	0.1	0.9	4	0	0	0	0
Oct.	0.9	1.4	0.4	1.1	4	0	0	0	0
Nov.	0.4	1.3	0.0	1.1	4	0	0	1	1
Dec	0.3	1.4	0.0	0.5	4	0	0	0	0

<b>** Yr to date</b>	<b>8.6</b>	<b>13.4</b>	<b>1.2</b>	<b>11.6</b>	<b>50</b>	<b>3</b>	<b>3</b>	<b>1</b>	<b>1</b>
FY22/23Goals	10.6	14.4	n/a	8.1	52	n/a	n/a	n/a	n/a

\* = August- Start of Contract

	Goal	Total	Remain
Pipe Cleaning	25	24.2	0.8
CCTV Inspection	8.1	11.1	-3.0



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 3E**

**To: Board of Directors**

**From: Bob Hulsmann, Operations Superintendent**

**Subject: Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – June 2023**



**Yearly Summary Report**

7/6/2023  
9:45 AM

Dates Between 7/1/2022 and 6/30/2023

Month	Basin PM Pipe Cleaning (miles)	High Freq PM Pipe Cleaning (miles)	Unscheduled Pipe Cleaning (miles)	CCTV Inspection (miles)	Pump Stations Preventive Maintenance Qty	Pump Stations Unscheduled Repairs Qty	SSO Cat 1	SSO Cat 2 & 3	Service Calls Call Outs
January	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
February	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
March	0.00	0.3	0.0	0.0	8	0.0	0.0	0.0	0.0
April	0.00	0.0	0.0	1.1	8	0.0	0.0	0.0	0.0
May	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
June	0.00	0.3	0.0	0.0	8	0.0	0.0	0.0	0.0
July	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
August	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
September	0.19	0.3	0.0	0.0	8	0.0	0.0	0.0	0.0
October	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
November	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
December	4.42	0.0	0.0	0.0	8	0.0	1	0.0	0.0
<b>Totals</b>	<b>4.61</b>	<b>0.8</b>	<b>0.0</b>	<b>1.1</b>	<b>96</b>	<b>0.0</b>	<b>1</b>	<b>0.0</b>	<b>0.0</b>

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## WEST BAY SANITARY DISTRICT AGENDA ITEM 4

**To:** *Board of Directors*

**From:** *Sergio Ramirez, General Manager*

**Subject:** *Public Hearing: Consider Approving Resolution Confirming Report on Sewer Service Charges for West Bay Sanitary District for the Fiscal Year 2023/2024*

---

### **Background**

Pursuant to Article IX; Section 900 (10) of the General Code of Regulations, the District collects annual sewer service charges (SSCs) on the tax roll of the County of San Mateo at the same time as property taxes, assessments and other charges collected thereon by the County.

The General Manager shall prepare and file with the District Secretary on or before the 15<sup>th</sup> day of July a written report containing a description and the SSC amount for each parcel receiving sewer service. Then the District shall cause notice of a time and place of hearing to consider any objections or protest to the sewer service charges.

On April 27, 2022, the District Board held a public hearing to establish SSCs for fiscal year 2023/2024 in accordance with Proposition 218. The established SSC for fiscal year 2023/2024 is \$1,306 for a single-family residence (SFR) and \$2,226 for SFRs within the On-site Wastewater Disposal Zone (OWDZ). Non-residential users are calculated based on water consumption and type of use so charges will vary, but no non-residential user shall be charged less than the established SFR.

On May 24, 2023, the District Board established July 12, 2023 at 7:00 pm as the date and time of the Public Hearing to consider any objections or protest to the sewer service charges to be collected on the tax roll for the Fiscal Year 2023/2024.

### **Analysis**

After closing the Public Hearing, the Board is asked to adopt the "Resolution Confirming Report on Sewer Services Charges for FY 2023/2024", which states that objections and protests against the report were not made by the owners of a majority of the properties against which charges were fixed at the Public Hearing held July 12, 2023. The Resolution further states that the charges will be collected on the FY 2023/2024 tax roll.

---

### **Fiscal Impact**

The estimated budget annual SSC revenues for Fiscal Year 2023-2024 are \$32,477,617.00; however, based on SSC and Commercial accounts water usage data for calendar year 2022 the final report anticipates revenues to be \$ 32,415,061.08, this total includes Hach flow meter charges for commercial customers.

### **Recommendation**

The General Manager recommends, following the close of Public Hearing, the District Board adopt the Resolution Confirming Report on Sewer Service Charges for Fiscal Year 2023-2024.





## WEST BAY SANITARY DISTRICT

### NOTICE OF PUBLIC HEARING

**NOTICE IS GIVEN** pursuant to Sections 5473, et. seq. of the California Health and Safety Code that the District Board of West Bay Sanitary District has, by general regulation, elected to collect its charges for sewer services for FY 2023-2024 on the tax roll in the same manner as general taxes and will cause to be filed with its Secretary a written report containing a description of each parcel of real property receiving sanitary sewer service from the District and the amount of the charge for each parcel.

**NOTICE IS FURTHER GIVEN** that on Wednesday evening, July 12, 2023 at the hour of 7:00 p.m. at the meeting room located at the District's offices, located at 500 Laurel Street, Menlo Park, CA or by Zoom or telephone <https://us06web.zoom.us/j/87622696993?pwd=a0pZdlo5WHJjOGd4MEtEYU05YVY3QT09> Meeting ID: 876 2269 6993 Passcode: 705843  
Telephone 1 669 900 6833 Meeting ID: 876 2269 6993 Passcode: 705843

The District Board will conduct a Public Hearing to hear and consider all protests and objections, if any, to the report.

Anyone wishing to address the District Board concerning these matters may do so in writing at or before the date of the Public Hearing or may be heard at the time of the Board's meeting.

Dated: May 24, 2023

/s/ Sergio Ramirez  
Sergio Ramirez  
General Manager

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 5**

**To: Board of Directors**

**From: Sergio Ramirez, General Manager**

**Subject: Consider Approving Resolution Confirming Report on Sewer Service Charges for West Bay Sanitary District for Fiscal Year 2023/2024**

---

Following the Public Hearing, the Board is asked to approve the attached Resolution confirming the report on Sewer Service Charges for Fiscal Year 2023-2024.

Attachment: Resolution\_\_\_\_ (2023)  
San Mateo County Controller Letter

RESOLUTION NO. \_\_\_\_\_ (2023)

***A RESOLUTION CONFIRMING REPORT ON SEWER SERVICE CHARGES  
FOR WEST BAY SANITARY DISTRICT FOR FISCAL YEAR 2023/2024  
FOR THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA***

\*\*\*\*\*

**WHEREAS**, this Board did, on April 17, 1974 adopt General Regulation No. 55, whereby this Board elected to collect sewer service charges on the tax roll and provided for annual preparation and filing of a written report containing description of each parcel of real property receiving services and facilities from the District and the amount of the service charge for each parcel for each fiscal year; and

**WHEREAS**, these provisions have been amended from time to time and are presently contained in the District's "Code of General Regulations" adopted by General Regulation No. 58 on November 22, 1982; and

**WHEREAS**, said written report for fiscal year 2023/2024, July 1, 2023-June 30, 2024 was prepared and filed with the Secretary on May 24, 2023 and

**WHEREAS**, in accordance with General Regulation No. 58, as amended, and all other applicable provisions of law, this Board appointed the time and place of hearing protests to said report and directed notice; and

**WHEREAS**, notice was given of the time therein stated in the manner provided by law as appears by the affidavits of publication on file at the District's offices; and

**WHEREAS**, said matter came regularly for hearing at the place and time fixed; and

**WHEREAS**, the highest charge amount is \$516,343.14 and lowest charge amount is \$1,306.00; and

**WHEREAS**, all written protests and other written communications were publicly read at said hearing and all persons desiring to be heard were fully heard; and

**WHEREAS**, the Board finds that these fees have been reviewed and found to be in compliance with Proposition 218;

**NOW, THEREFORE, IT IS ORDERED** as follows:

1. That objections to and protest against said report were not made by the owners of a majority of the separate parcels of property described in the report against which charges for the services and facilities provided by the District were fixed.

2. That said report be, and it is hereby, adopted and that said charges shall be collected on the tax roll of the County of San Mateo in the manner provided by law.

3. That the Secretary of this District is hereby directed to file with the County Controller of San Mateo County on or before the 1<sup>st</sup> day of August 2023 a copy of said report, upon which shall be endorsed, over their signature, a statement that the report has been finally adopted by the District Board of the West Bay Sanitary District.

4. The County Controller of San Mateo County shall, upon receipt of said report, enter the amounts of the charges against the respective lots or parcels as they appear on the assessment roll for fiscal year 2023-2024.

\*\*\*\*\*

Passed and adopted by the District Board of West Bay Sanitary District at a regular meeting thereof held on the 12th day of July, 2023 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

---

President of the District Board of the  
West Bay Sanitary District, County of San  
Mateo, State of California

Attest:

---

Secretary of the District Board of the  
West Bay Sanitary District, County  
of San Mateo, State of California



*Serving Our Community Since 1902*

500 Laurel Street, Menlo Park, California 94025-3486 (650) 321-0384 (650)321-4265 FAX

SERGIO RAMIREZ  
General Manager

In reply, please refer to our  
File No.

1250.3

July 12, 2023

Mr. Juan Raigoza  
County Controller  
County of San Mateo  
555 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063

Dear Mr. Raigoza:

This is to state that at the July 12, 2023 Regular Meeting of the West Bay Sanitary District Board, the Board did adopt the written report referred to in Section 5473 of the Health and Safety Code of the State of California. This adoption was made pursuant to the provisions of Section 5473.4 of the Health and Safety Code of the State of California. A copy of the written report is herewith.

I am the Secretary of the District Board of the West Bay Sanitary District. I certify under penalty of perjury the above is true and correct.

Very truly yours,

**WEST BAY SANITARY DISTRICT**

---

David A. Walker  
Secretary of the District Board

cc: Assistant Controller & Property Tax Manager, Real Property Section, County Controller's office, 555 County Center,  
4<sup>th</sup> Floor



**To: Board of Directors**  
**From: Sergio Ramirez, General Manager**  
**Subject: General Manager's Report**

---

**1) Administrative:**

- a. Staff is working with SBWMA to give District Staff training on recycling practices and SB1383 compliance.
- b. The updated Code of General Regulations, Standard Specifications and Details, as well as the new Master Fee Schedule has been placed on the Website and will be disseminated to local Plumbers and Contractors.

**2) Finance:**

- a. The District received a remnant payment from San Mateo County Controller's Office in the amount of \$655,717.66 for FY22/23.
- b. Staff is researching accounting and reporting Software as a Service to streamline the accounting and reporting activities at the District.

**3) CIP Projects:**

**a. Construction Capital Improvement Program (CIP):**

- i. The High Frequency Point Repair Project awarded to Casey Construction is expected to begin in July.
- ii. The Bayfront Park Sewer Improvements Project awarded to Ranger Pipelines Inc. is scheduled to begin work in the middle of August while coordinating with the Menlo Park Pump Station improvements.

**b. Levee Improvement Project:**

- i. KAZ Consulting is working on a Storm Water Pollution Prevention Plan for the necessary grading work.
- ii. Levee preconstruction monitoring will continue through August.
- iii. The project will bid schedule is as follows:
  - a) Advertise: Wednesday 6/28
  - b) Pre-Bid: Tuesday 7/11
  - c) Bid Opening: Tuesday 7/25

**4) Information Technology (IT):**

- a. Staff is working with Streamline on the new website based on Board feedback.

**5) Operations and Maintenance:**

**a. Collection System:**

- i. The crew has been working in the Town of Atherton performing the annual sewer main cleaning in the area.

**b. Pump Facilities:**

- i. The Pump Station crew has been retrofitting the STEP/Grinder Systems with alarms and buzzards to assist with reporting failures.

- c. **Training:**
  - i. Maintenance Staff received training on the new 2100 Vactor Combo Unit during June 26<sup>th</sup> through the 28<sup>th</sup>.
  
- 6) **Water Quality:**
  - a. **Sharon Heights Golf and Country Club (SHGCC):**
    - i. Casey Construction was awarded the Avy Altschul Pump Station project and has started the construction.
  
  - b. **Bayfront Recycled Water Facility (BRWF):**
    - i. The District received the draft finance agreement from the State Revolving Fund staff and is under review by General Counsel.
  
  - c. **Woodside Recycled Water Facility (BRWF):**
    - i. The Woodside Recycled Water Facility feasibility will conclude soon. The study identifies a .17MGD, a .445MGD plant, as well as receiving reclaimed water from Silicon Valley Clean Water.
  
- 7) **Fleet and Facilities:**
  - a. **Vehicle Maintenance:**
    - i. Both Ford EV F-150 Lightnings arrived on June 28<sup>th</sup>.
  
- 8) **Personnel:**
  - i. Recruitment for a Maintenance Worker will begin in July.
  
- 9) **Upcoming Events:**
  - a. **Next Regular Board Meetings:** Wednesdays, July 12<sup>th</sup> and July 26<sup>th</sup>.
  
- 10) **Misc. Items:**
  - a. **West Bay:** The District has experienced two sanitary sewer spills. Both were due to pipeline structural defects.
  
  - b. **Town of Los Altos Hills:** Crews performed 12 PipePatch repairs for the Town.
  
  - c. **Town of Woodside:** The Town is preparing to rehabilitate the La Questa Pump Station off of Canada Road.





## WEST BAY SANITARY DISTRICT AGENDA ITEM 7

**To:** *Board of Directors*

**From:** *Bob Hulsmann, Operations Superintendent*

**Subject:** *Consider Approving Purchase of Flygt MultiSmart to Upgrade the Pump Station Telemetry System*

---

### Background

The District uses ISAC a regular phone line telemetry system to monitor the eleven publicly owned pump stations. The District's telemetry system is vital to monitoring and operating the District's pump stations which convey wastewater to its regional treatment plant, Silicon Valley Clean Water. Staff receives alarms 24/7 in the event of pump station irregularities or failures and can remotely stop or start pumps in emergency situations. The existing telemetry system is at the end of its reliable lifespan. In addition, the District's telemetry consultant retired recently and technical support is now limited.

### Analysis

The District has utilized an ISAC Pump Station Telemetry System for over 20 years. This system has successfully monitored the publicly owned pump stations; however, it is at the end of its useful lifespan. District crews evaluated four different brands of telemetry systems utilized by Cities and Districts throughout the San Francisco Bay Area. After nine months of research, presentations, trials, and field trips, Staff identified Flygt MultiSmart as the best choice for the District. Approximately 20 years ago, The District standardized to Flygt pumps, and the MultiSmart Telemetry system built by Flygt would seamlessly integrate with the existing pumps and related controls.

### Fiscal Impact

The proposed telemetry system was budgeted in FY23/24 Capital Asset Expenditures Fund. Fiscal impact is \$396,273.44 to be used in FY23/24.

### Recommendation

The Operations Superintendent recommends the Board authorize the General Manager to purchase and install the Flygt MultiSmart Telemetry System for the eleven publicly owned pump stations.

Attachments:           Shape Incorporated Quote

---



**SANITATION • HYDRAULIC • AND PROCESSING EQUIPMENT**

**PLEASANTON**

**SACRAMENTO**

**STOCKTON**

5976 W. Las Positas Blvd. #226  
Pleasanton, CA 94588  
Phone (925) 485-9720

2200 Sunrise Ave, Ste 240  
Gold River, CA 95670  
Phone (916) 309-4132

119 Val Dervin Parkway # 2  
Stockton, CA 95206  
Phone (209) 234-5909

QUOTATION

<b>TO:</b>	West Bay Sanitary District 500 Laurel Street Menlo Park, CA 94025	<b>DATE:</b>	05-10-2023
<b>ATTN:</b>	Bobby Hulsmann	<b>QUOTE #:</b>	112037
		<b>DESC:</b>	MultiSmart Upgrade for Multiple Stations
		<b>JOB:</b>	West Bay SD - MultiSmart Upgrade
		<b>LOCATION:</b>	Menlo Park
		<b>PHONE:</b>	(650) 321-0396
		<b>EMAIL:</b>	bhulsmann@westbaysanitary.org
<b>WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT SUBJECT TO CONDITIONS PRINTED ON LAST PAGE HEREOF, THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN STATEMENT SIGNED BY AN OFFICER OF SHAPE, INCORPORATED.</b>		<input checked="" type="checkbox"/> F.O.B. FACTORY	
		<input checked="" type="checkbox"/> F.F.A. TO FIRST DESTINATION	

Hamilton Henderson Duplex PS			
Line #	Qty	Item	Price
01	1	84-800084 - MutiSmart 3MP w/ Energy Monitoring and Motor Protection	
02	1	14-699761D - MultiSmart Enable Flow Module	
03	1	14-500171 - Flygt Cloud Modem Kit w/ High Gain Antenna	
04	1	14-699765S - Flygt Cloud Access, 1 yr Prepaid	
05	6	14-404121 - Current Transformers, 50:5 ratio	
06	1	14-603010 - 24V Power Supply, with battery backup	
07	2	14-603026 - 12V Battery	
08	2	84-800095 - MTR Backup Float Relay, 110VAC	
09	2	5828804 - ENM-10 Float Switch, 65ft Cable	
10	1	846236 - LTU 801 Transducer, 0-10m range w/ 25m Cable	
11	1	Misc. Electrical (wire, fuses, terminals)	

**Notes and Clarifications:** (2) CP3201, MT637, 35HP, 460/3/60, 44A

University Triplex PS			
Line #	Qty	Item	Price
01	1	84-800084 - MutiSmart 3MP w/ Energy Monitoring and Motor Protection	
02	1	14-699761D - MultiSmart Enable Flow Module	
03	1	14-500171 - Flygt Cloud Modem Kit w/ High Gain Antenna	
04	1	14-699765S - Flygt Cloud Access, 1 yr Prepaid	
05	9	14-404121 - Current Transformers, 50:5 ratio	
06	1	14-603010 - 24V Power Supply, with battery backup	
07	2	14-603026 - 12V Battery	
08	3	84-800095 - MTR Backup Float Relay, 110VAC	
09	2	5828804 - ENM-10 Float Switch, 65ft Cable	
10	1	846236 - LTU 801 Transducer, 0-10m range w/ 25m Cable	
11	1	Misc. Electrical (wire, fuses, terminals)	

**Notes and Clarifications:** (3)CP3102 MT435, 5HP, 230/3/60, 14A

Willow Duplex PS			
Line #	Qty	Item	Price
01	1	84-800084 - MutiSmart 3MP w/ Energy Monitoring and Motor Protection	
02	1	14-699761D - MultiSmart Enable Flow Module	
03	1	14-500171 - Flygt Cloud Modem Kit w/ High Gain Antenna	
04	1	14-699765S - Flygt Cloud Access, 1 yr Prepaid	

**QUOTATION FOR SHAPE, INC.**

Line #	Qty	Item	Price
05	6	14-404121 - Current Transformers, 50:5 ratio	
06	1	14-603010 - 24V Power Supply, with battery backup	
07	2	14-603026 - 12V Battery	
08	2	84-800095 - MTR Backup Float Relay, 110VAC	
09	2	5828804 - ENM-10 Float Switch, 65ft Cable	
10	1	846236 - LTU 801 Transducer, 0-10m range w/ 25m Cable	
11	1	Misc. Electrical (wire, fuses, terminals)	
<b>Notes and Clarifications:</b> (2) NP3153 LT 433, 20HP, 480V/3/60, 26A			

<b>Menlo Industrial Duplex PS</b>			
Line #	Qty	Item	Price
01	1	MutiSmart 3MP w/ Energy Monitoring and Motor Protection	
02	1	MultiSmart Enable Flow Module	
03	1	Flygt Cloud Modem Kit w/ High Gain Antenna	
04	1	Flygt Cloud Access, 1 yr Prepaid	
05	6	Current Transformers, 50:5 ratio	
06	1	24V Power Supply, with battery backup	
07	2	12V Battery	
08	2	MTR Backup Float Relay, 110VAC	
09	2	ENM-10 Float Switch, 65ft Cable	
10	1	LTU 801 Transducer, 0-10m range w/ 25m Cable	
11	1	Misc. Electrical (wire, fuses, terminals)	
<b>Notes and Clarifications:</b> (2)CP3127 HT484, 10HP, 230/3/60, 25A			

<b>Illinois Duplex PS</b>			
Line #	Qty	Item	Price
01	1	MutiSmart 3MP w/ Energy Monitoring and Motor Protection	
02	1	MultiSmart Enable Flow Module	
03	1	Flygt Cloud Modem Kit w/ High Gain Antenna	
04	1	Flygt Cloud Access, 1 yr Prepaid	
05	6	Current Transformers, 50:5 ratio	
06	1	24V Power Supply, with battery backup	
07	2	12V Battery	
08	2	MTR Backup Float Relay, 110VAC	
09	2	ENM-10 Float Switch, 65ft Cable	
10	1	LTU 801 Transducer, 0-10m range w/ 25m Cable	
11	1	Misc. Electrical (wire, fuses, terminals)	
<b>Notes and Clarifications:</b> (2)NP3153 HT462, 20HP, 460/3/60, 26A			

<b>Vintage Oaks 1 Duplex PS</b>			
Line #	Qty	Item	Price
01	1	MutiSmart 3MP w/ Energy Monitoring and Motor Protection	
02	1	MultiSmart Enable Flow Module	
03	1	Flygt Cloud Modem Kit w/ High Gain Antenna	
04	1	Flygt Cloud Access, 1 yr Prepaid	
05	6	Current Transformers, 50:5 ratio	
06	1	24V Power Supply, with battery backup	
07	2	12V Battery	
08	2	MTR Backup Float Relay, 110VAC	
09	2	ENM-10 Float Switch, 65ft Cable	
10	1	LTU 801 Transducer, 0-10m range w/ 25m Cable	
11	1	Misc. Electrical (wire, fuses, terminals)	
<b>Notes and Clarifications:</b> (2)CP3102 LT442, 5HP, 230/3/60, 14A			

<b>Vintage Oaks 2 Duplex PS</b>			
<b>Line #</b>	<b>Qty</b>	<b>Item</b>	<b>Price</b>
01	1	MultiSmart 3MP w/ Energy Monitoring and Motor Protection	
02	1	MultiSmart Enable Flow Module	
03	1	Flygt Cloud Modem Kit w/ High Gain Antenna	
04	1	Flygt Cloud Access, 1 yr Prepaid	
05	6	Current Transformers, 50:5 ratio	
06	1	24V Power Supply, with battery backup	
07	2	12V Battery	
08	2	MTR Backup Float Relay, 110VAC	
09	2	ENM-10 Float Switch, 65ft Cable	
10	1	LTU 801 Transducer, 0-10m range w/ 25m Cable	
11	1	Misc. Electrical (wire, fuses, terminals)	
<b>Notes and Clarifications:</b> (2)CP3102 LT442, 5HP, 230/3/60, 14A			

<b>Sowe Lane Duplex Dry Pit PS</b>			
<b>Line #</b>	<b>Qty</b>	<b>Item</b>	<b>Price</b>
01	1	MultiSmart 3MP w/ Energy Monitoring and Motor Protection	
02	1	MultiSmart Enable Flow Module	
03	1	Flygt Cloud Modem Kit w/ High Gain Antenna	
04	1	Flygt Cloud Access, 1 yr Prepaid	
05	6	Current Transformers, 50:5 ratio	
06	1	24V Power Supply, with battery backup	
07	2	12V Battery	
08	2	MTR Backup Float Relay, 110VAC	
09	2	ENM-10 Float Switch, 65ft Cable	
10	1	LTU 801 Transducer, 0-10m range w/ 25m Cable	
11	1	Misc. Electrical (wire, fuses, terminals)	
<b>Notes and Clarifications:</b> (2)CT3127 MT434, 7.5HP, 230/3/60, 19A			

<b>Los Trancos Duplex PS</b>			
<b>Line #</b>	<b>Qty</b>	<b>Item</b>	<b>Price</b>
01	1	MultiSmart 3MP w/ Energy Monitoring and Motor Protection	
02	1	MultiSmart Enable Flow Module	
03	1	Flygt Cloud Modem Kit w/ High Gain Antenna	
04	1	Flygt Cloud Access, 1 yr Prepaid	
05	6	Current Transformers, 50:5 ratio	
06	1	24V Power Supply, with battery backup	
07	2	12V Battery	
08	2	MTR Backup Float Relay, 110VAC	
09	2	ENM-10 Float Switch, 65ft Cable	
10	1	LTU 801 Transducer, 0-10m range w/ 25m Cable	
11	1	Misc. Electrical (wire, fuses, terminals)	
<b>Notes and Clarifications:</b> (2)CP3102 MT433, 5HP, 230/3/60, 14A			

<b>Sausal Vista Duplex PS</b>			
<b>Line #</b>	<b>Qty</b>	<b>Item</b>	<b>Price</b>
01	1	MultiSmart 3MP w/ Energy Monitoring and Motor Protection	
02	1	MultiSmart Enable Flow Module	
03	1	Flygt Cloud Modem Kit w/ High Gain Antenna	
04	1	Flygt Cloud Access, 1 yr Prepaid	
05	6	Current Transformers, 50:5 ratio	
06	1	24V Power Supply, with battery backup	

**QUOTATION FOR SHAPE, INC.**

Line #	Qty	Item	Price
07	2	12V Battery	
08	2	MTR Backup Float Relay, 110VAC	
09	2	ENM-10 Float Switch, 65ft Cable	
10	1	LTU 801 Transducer, 0-10m range w/ 25m Cable	
11	1	Misc. Electrical (wire, fuses, terminals)	
<b>Notes and Clarifications:</b> (2)NP3127 HT454, 34HP, 460/3/60, 40A			

<b>Village Square Duplex PS</b>			
Line #	Qty	Item	Price
01	1	MultiSmart 3MP w/ Energy Monitoring and Motor Protection	
02	1	MultiSmart Enable Flow Module	
03	1	Flygt Cloud Modem Kit w/ High Gain Antenna	
04	1	Flygt Cloud Access, 1 yr Prepaid	
05	6	Current Transformers, 50:5 ratio	
06	1	24V Power Supply, with battery backup	
07	2	12V Battery	
08	2	MTR Backup Float Relay, 110VAC	
09	2	ENM-10 Float Switch, 65ft Cable	
10	1	LTU 801 Transducer, 0-10m range w/ 25m Cable	
11	1	Misc. Electrical (wire, fuses, terminals)	
<b>Notes and Clarifications:</b> (2)CP3152 SH267, 23HP, 460/3/60, 26A			
<b>Sub Total for all Above Taxable Equipment:</b>			<b>\$217,850.00</b>

<b>Labor and Freight (Non Taxable)</b>			
Line #	Qty	Item	Price
01	11	Installation, Startup Assistance (2 days for each station)	
02	1	Lot: Freight	
<b>Total for Non-Taxables Items:</b>			<b>\$158,000.00</b>

<b>(Tax Rate 9.375%) Total Tax:</b>	<b>\$20,423.44</b>
<b>Grand Total:</b>	<b>\$396,273.44</b>

**Notes:**

1. QUOTE IS VALID FOR 45 DAYS, See attached TOCs for details
2. Price DOES NOT INCLUDE ANY APPLICABLE TAXES
3. Price INCLUDES Freight: F.F.A.
4. Price does not include: installation, equipment unloading, pipe, conduit, anchor bolts, guide bars/rails or any other items not listed.
5. ESTIMATED EQUIPMENT LEAD TIME: 10-12 WEEKS AOR

SHAPE, INC.

Ricardo Garcia - rgarcia@shapecal.com

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATURE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

**NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS. 30% Re-stocking fee.**

**ACCEPTANCE**

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

**APPROVAL DRAWINGS**

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

**DELIVERY**

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required within two (2) days. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

**STORAGE**

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

**PAYMENT**

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

**FORCE MAJEURE**

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

**TAXES AND BONDS**

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

**CLAIMS AND BACKCHARGES**

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS,**

DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

**SECURITY INTEREST & TITLE**

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

**WARRANTY**

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

**INDEMNIFICATION**

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

**CANCELLATION**

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

**FIELD WORK**

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

**MODIFICATIONS**

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

**AUTHORITY OF SELLER'S AGENTS**

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

**NO THIRD-PARTY BENEFICIARIES**

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

**GOVERNING LAW**

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

**DISPUTE RESOLUTION**

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

**SEVERABILITY**

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

**ASSIGNMENT - DELEGATION**

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

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## WEST BAY SANITARY DISTRICT AGENDA ITEM 8

**To:** *Board of Directors*

**From:** *Fariborz Heydari, P.E. Project Manager*

**Subject:** *Consider Authorizing the General Manager to Enter Into an Agreement for Design and Construction Support for the Replacement of the Stowe Lane Pump Station in Menlo Park, Unincorporated San Mateo County*

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### Background

The Stowe Lane Pump Station was built in 1950. On November 6, 1968, the Board of Supervisors, County of San Mateo by Resolution No. 25727 quitclaimed to the Menlo Park Sanitary District all right, title and interest of the County of San Mateo in the pumping station and an easement for sanitary sewer purposes being held in the name of the County of San Mateo.

The Stowe Lane Pump Station is an original installation except for the upgraded fuel tank. This pump station is the last Wet Well/Dry Well station in the District, and it requires replacement and standardization to a Flygt pump submersible pump station, just as all others in the District. The pumps were replaced in the 1990s and have exceeded their useful life. This pump station is in need of complete tear down and to be reconfigured to serve the District for the next 40 plus years.

### Analysis

The Stowe Lane Pump Station has reached its useful life cycle and it needs to be replaced. To move forward with the design phase for the replacement of the Stowe Lane Pump Station, Feryer and Laureta, Inc. (F&L) has prepared a proposal that includes the following tasks, with added descriptions in the attached proposal.

- Task I: Project Management and Coordination
- Task II: Site Investigation, Data Collection, Record Research
- Task III: Construction Document Preparation
- Task IV : Construction Consultation

### Fiscal Impact

On June 14, 2023, the District adopted FY 2023-24 Budget. The District estimates to have \$45.56 million Capital Budget balance available for FY 2023-24, with \$23.9 million in budgeted capital expenditures for FY 2023-2024. The fiscal impact to the District would be \$208,400. The Pipeline Replacement & Rehab Construction summary table on Page 14 of the FY 2023-24 Budget shows allocated (Carryover) budget of \$200,000 for Stowe Lane Pump Station Design with another \$3 million towards construction in 2024.

### Recommendation

The Project Manager recommends the District Board of Directors authorize the General Manager to enter into an agreement with Freyer and Laureta, Inc. to the amount of \$208,400 for design and construction support for the replacement of the Stowe Lane Pump Station.

Attachments: Stowe Lane Pump Station Project Design Proposal dated May 24, 2023

F&L Design and Construction Support Agreement

May 24, 2023

Mr. Fariborz Heydari  
Project Manager  
West Bay Sanitary District  
500 Laurel Street  
Menlo Park, California 94025

**Re: STOWE LANE PUMP STATION REPLACEMENT PROJECT**

Dear Mr. Heydari,

Thank you for your proposal request to provide engineering design for the replacement of the Stowe Lane Pump Station in Unincorporated San Mateo County. Freyer & Laureta, Inc. (F&L) will be the lead consultant on this project. Natron Consulting Engineers will be a subconsultant to F&L for electrical design. We are pleased to present the following Scope of Professional Services and Fee Schedule.

**Scope of Professional Services**

Task I: Project Management and Coordination

- F&L will attend meetings to coordinate this project. 4 meetings are budgeted.
- F&L will provide QA/QC and monitor schedule and budget.

Task II: Site Investigation, Data Collection, Record Research

- Topographic survey will be performed for the project site and to locate utilities.
- Vertical control will be based on NAVD 88 benchmark.
- Inverts and pipe sizes for all entering and exiting pipes within sanitary sewer manholes will be determined.
- Inverts, pipe sizes and direction of flow will be collected for storm drain lines, manholes, and catch basins. Understanding adjacent gravity drainage systems are essential for sanitary sewer design.
- Trees over 12" diameter will be located.
- Top of creek bank will be located.
- Visible improvements, driveways, and utilities, including existing U.S.A. markings will be located.
- Utility research will be performed, and utility locations interpreted from utility company system drawings will be drawn onto the survey base.
- Existing easements granted to the District will be located.
- Limits of Caltrans Right of Way will be located. Survey information will be translated to AutoCad drawings for use in the design effort.

Task III: Construction Document Preparation

- Prepare construction drawings including:

**Headquarters**

150 Executive Park Blvd, Ste 4200  
San Francisco, CA 94134  
(415) 534-7070

**North Bay Office**

505 San Marin Dr, Ste A220  
Novato, CA 94945  
(415) 534-7070

**East Bay Office**

825 Washington Street, Ste 237  
Oakland, CA 94607  
(510) 937-2310

**South Bay Office**

20863 Stevens Creek Blvd, Ste 400  
Cupertino, CA 95014  
(408) 516-1090

- Prepare preliminary pump station layout that allows the construction of a new wet well while the pump station is still in operation. Pump station layout will be approved by West Bay prior to the start of design drawings.
- Demolition of existing pump station building to allow for concrete pad for new motor control center, generator, and fuel tank.
- The redirection of gravity main lines to the new pump station wet well.
- Design of new pump station that includes:
  - Duplex pump station with submersible pumps in new wet well.
  - New Motor Control Center.
  - New emergency generator and fuel tank.
  - New valves and valve pit with submersible pump for drainage.
  - Magnetic flow meter.
  - Vault covers with safety grates.
- Drawings will be in AutoCAD format at a scale appropriate to show the necessary information (most probably 20-scale). Drawings will show plan and profile and appropriate construction details and notes.
- Coordinate with PG&E for upgrade of service to 480Volt, 3phase power.
- Prepare Engineer's Opinion of Probable Construction Costs.
- Our team will prepare three review submittals: 70%, 90%, and 100%. Submittals will be made electronically.
- Following approval, one Permit set of reproducible drawings and one set of specifications will be provided to the District for the bidding and construction phases of the project.
- Electronic files of the drawings and specifications will be provided to the District upon request.

#### Task IV: Construction Consultation

- Provide bid assistance including responses to questions and preparation of addenda.
- Conduct 8 site visits during construction.
- Prepare responses to Requests for Information.
- Provide submittal review.
- Review Change Orders and provide clarifications and opinions.
- Prepare Record Drawings and Project Closeout Tasks.

#### Exclusions

This proposal has the following exclusions:

- The scope of services does not include payment of any permit fees.
- Geotechnical Investigation is not included in this proposal.
- Potholing is not included in this proposal.
- Preparation of CEQA documentation is not included in this proposal.
- Preparation of plats and legal descriptions for new easements if the need for new easements is determined. If determined, F&L can provide an added services proposal to create these easements.



## Compensation

We propose to provide our professional services on a time and materials basis as follows:

<b>Project Management and Coordination</b>	<b>\$6,800</b>
<b>Site Investigation, Data Collection, Record Research</b>	<b>\$17,200</b>
<b>Construction Document Preparation</b>	<b>\$140,100</b>
<b>Construction Consultation</b>	<b><u>\$44,300</u></b>
	<b>\$208,400</b>

Thank you again for the opportunity of submitting this proposal to you. If you have any questions, please feel free to call us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Richard J. Laureta', written in a cursive style.

**Richard J. Laureta, P.E.  
FREYER & LAURETA, INC.**

**ESTIMATED BUDGET FOR ENGINEERING SERVICES  
STOWE LANE PUMP STATION REPLACEMENT PROJECT  
West Bay Sanitary District**

TASKS	ESTIMATED LABOR (Hours)					TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION				ESTIMATED COST	
	Personnel & Rates (\$/hr)						UNIT	QNTY	UNIT COST (\$)	5% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	F&L Administrative	2-Man Survey Crew	F&L Staff Engineer IV	F&L Project Manager	F&L Principal							
	90	375	170	225	250							
<b>Task I: Project Management and Coordination</b>												
Meetings				4	4						\$1,900	
Monitor budget and project schedule					8						\$2,000	
QA/QC					8						\$2,000	
Monthly progress and cost summary report, invoices				4	2						\$860	
Subtotal Labor Hours - Task I	4			4	22						\$6,760	
Estimated Cost - Task I											\$6,800	
<b>Task II: Site Investigation, Data Collection, Record Research</b>												
Review existing records, drawings, limits of project, field reconnaissance			8	2	1						\$2,060	
Utility Coordination			8	2	1						\$2,060	
Perform field investigation and survey of project area (budget)		24	4								\$9,680	
Develop design Base Map including utilities, right of way, easements			16	2	1						\$3,420	
Subtotal Labor Hours - Task II	24	36	6	3							\$17,220	
Estimated Cost - Task II											\$17,200	
<b>Task III: Construction Document Preparation</b>												
Preliminary Pump Station Layout			40	24	4						\$13,200	
70% Design and Calculations	2		300	80	8	Natron Electrical	1	\$9,000	\$450		\$80,630	
90% Design	2		120	24	4	Natron Electrical	1	\$5,000	\$250		\$32,230	
100% Design	2		40	8	2	Natron Electrical	1	\$2,000	\$100		\$11,380	
Permit Set	1		8	2	1	Natron Electrical	1	\$500	\$25		\$2,675	
Subtotal Labor Hours - Task III	7		508	138	19						\$122,790	
Estimated Cost - Task III											\$140,100	
<b>Task IV: Construction Consultation</b>												
Provide bid assistance, clarification, prepare addenda			8	2	1	Natron Electrical	1	\$500	\$25		\$2,585	
Conduct eight (8) site visitings				16	16						\$7,600	
Prepare Responses to Requests for Information												
Assume 10 RFIs, 2 hour per RFI plus management			20	5		Natron Electrical	1	\$1,000	\$50		\$5,575	
Internal Review					2						\$500	
Review submittals												
Assume 30 submittals, 2 hours per submittal plus management			60	15		Natron Electrical	1	\$1,000	\$50		\$14,625	
Internal Review					6						\$1,500	
Review Change Orders												
Assume 4 clarifications, 4 hour per clarification plus management			16	4		Natron Electrical	1	\$500	\$25		\$4,145	
Internal Review					4						\$1,000	
Project Closeout (Allowance)			8	4	2						\$2,760	
Prepare Record Drawings												
Prepare Draft Record Drawings			16	2							\$3,170	
Prepare Final Record Drawings incorporating comments			2	2							\$790	
Internal Review					2						\$500	
Subtotal Labor Hours - Task V			130	50	33						\$41,600	
Estimated Cost - Task IV											\$44,300	
<b>Total Labor Hours</b>											<b>\$208,400</b>	
<b>Total Estimated Cost</b>											<b>\$208,400</b>	

**AGREEMENT FOR PROFESSIONAL  
SERVICES BETWEEN WEST BAY  
SANITARY DISTRICT AND  
FREYER & LAURETA, INC.**

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THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this 12<sup>th</sup> day of July, 2023, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer & Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires to procure certain professional services as more particularly described in “WEST BAY SANITARY DISTRICT STOWE LANE PUMP STATION REPLACEMENT IMPROVEMENT SCOPE FOR DESIGN AND CONSTRUCTION CONSULTATION SUPPORT PROJECT MANAGEMENT SERVICES FREYER & LAURETA” (“Scope of Work”) attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as “Proposal”); and

WHEREAS, Consultant has available, and offers to provide, personnel and facilities necessary to accomplish the work contemplated in the Proposal as may be requested by the District;

NOW, THEREFORE, the District and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Consultant will provide engineering design for the replacement of the Stowe Lane Pump Station in Menlo Park, in Unincorporated San Mateo County.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the **Scope of Work**, attached hereto as **Exhibit A**.

Consultant shall not undertake any work beyond the scope of services as set forth in Exhibit A. No changes in the scope of services shall be made without the District's prior written approval.

II. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either June 30, 2024 or the timely completion of the Scope of Work described in the Proposal, whichever is later.

Consultant shall begin work as specified in a written authorization (e.g. Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the District.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date of June 30, 2024 in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

### III. COMPENSATION

For actual services performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$208,400.00 as specified in the Proposal, shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the Proposal.

Consultant shall submit invoices for services completed each month. The District shall pay such invoices within forty-five (45) days after their receipt.

### IV. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that all work performed by Consultant or under Consultant's direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and warrants that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

If, in performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, the security and safety of any facility of District within the job site which is not under the Consultant's control.

### V. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all liability, claim, action, loss, injury, damage,



judgment, or expense, including attorneys' fees and costs ("Losses") caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant's officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant's duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant's officers, employees, agents, or subcontractors, Consultant's costs to defend Indemnitees shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of this Agreement.

## VI. INSURANCE

Prior to the beginning and throughout the duration of the Agreement, as may be extended by written amendment, Consultant will maintain and comply with the insurance requirements below with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII. Consultant will insure the District against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

### Certificate Requirements:

The District will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet or exceed the requirements below,
- The Certificate Holder will be West Bay Sanitary District, 500 Laurel Street, Menlo Park, CA 94025,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the District, its directors, officers, , and employees as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the District, unless a longer duration is required.

### Required Coverage:

A. Commercial General Liability (CGL) insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

B. Automobile Liability insurance of \$1,000,000 per accident covering

automobile bodily injury and property damage, including all owned (if any), hired and non-owned autos. If Consultant acquires any owned vehicles, Consultant shall provide insurance as above.

C. Worker's Compensation insurance and Occupational Disease insurance, with statutory limits as required by law, and Employer's Liability insurance, of \$1,000,000 per accident for bodily injury or disease covering all workplaces involved in this Agreement. Consultant shall provide an endorsement with a **waiver of subrogation** in the District's favor for all services performed by Consultant and its employees relating to payment of any loss, including attorney's fees.

D. The Commercial General Liability and Automobile Liability Insurance policies shall be endorsed to name the District, its directors, officers, employees, and agents as additional insureds with respect to liability arising out of services or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such services or operations. Consultant's insurance coverage is primary insurance and any insurance maintained by the District shall not contribute with it.

E. Errors and Omissions: Consultant shall also provide Professional Liability Insurance appropriate to Consultant's profession with limits of liability in amounts not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. Consultant shall maintain, and provide evidence of coverage for at least five (5) years after the date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services under this Agreement.

F. Consultant shall require and verify that all of Consultant's subcontractors maintain insurance meeting all of the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and agents are additional insureds on the CGL and Automobile liability insurance policies required from subcontractors.

G. Consultant shall provide the District with Certificates of Insurance and endorsements, on forms acceptable to District, or other evidence of insurance acceptable to District, prior to commencement of any services under this Agreement. Each insurance policy required above shall provide that there will be no cancellation of coverage by the carrier without prior written notice to District.

H. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

I. Any excess/liability policies must provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must follow form the terms,

conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

J. The Excess policy must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

## VII. TERMINATION

The District may terminate this Agreement for its convenience with written notice of not less than 10 calendar days prior to an effective termination date. The District or Consultant may terminate the Agreement for material breach of Agreement by providing written notice to the other party not less than 15 calendar days prior to an effective termination date.

Upon notice of termination, the Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The District's only obligation to the Consultant will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the District up to and including the effective date of termination, less any amounts withheld. All finished or unfinished work, materials, supplies, goods, or documents procured or produced under the Agreement will become property of the District upon the termination date. In the event of Consultant's failure to perform, District reserves the right to obtain services elsewhere, and the defaulting Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the District. After the effective date of termination, Consultant will have no further claims against the District under the Agreement including, but not limited to, claims for anticipated profit related to unperformed services. Termination of the Agreement pursuant to this paragraph may not relieve the Consultant of any liability to District for damages sustained by the District because of any breach of the Agreement by Consultant, and District may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

## VIII. SUBCONTRACTS

Except as provided in the Proposal, and otherwise with prior written approval of the District, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, and employees are additional insureds on insurance required from subcontractors.

## IX. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws and regulations.
2. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees, agents, representatives, and subcontractors, covenants that it presently has no direct or indirect interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code. Consultant will immediately advise District if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement.
3. Property of District. The work, or any portion, of Consultant in performing this Agreement shall become the property of the District. The Consultant shall be permitted to retain copies or such work for information and reference in connection with the District's use. All materials and work product, whether finished or unfinished, shall be delivered to the District upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the District, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the District. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the District.
4. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project for examination and audit by the District, local, state, or federal government, as applicable. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of five years from the date of the final District payment for Consultant's services. If Consultant engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12-month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.
5. California Public Records Act. District is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to District, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information "Confidential and Proprietary," and

identify the specific lines containing the information. In the event of a request for such information, District will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in San Mateo County before the District is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the District is required to respond to the CPRA request, District may disclose the requested information without any liability to Consultant. Consultant further agrees that it shall defend, indemnify and hold District harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by District of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

6. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant's employees, agents, subcontractors or others under Consultant's supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the District for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the District, its officials, officers, employees, and agents against any claim or liability, including attorneys' fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant's supervision or control was misclassified.
7. Consultant Not an Agent. Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
8. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
9. Subcontractors. Consultant shall obtain prior approval of the District prior to subcontracting of any work pursuant to this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the District, its directors, officers, employees, and agents as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the District in writing.
10. Prevailing Wage. To the extent that the work or services to be performed under this Agreement may be considered a "public work" pursuant and subject to Labor Code section 1720 *et seq.*, Consultant (and any sub consultant performing the work or

services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any sub consultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 et seq. and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: California Labor Code sections 1720, 1774 and 1782.

Consultant agrees to be bound by the prevailing wage requirements to the extent applicable to the scope of work and services under this Agreement, including, but not limited to, the following:

- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
- b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
- c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
- d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.

Any failure of Consultant and/or its sub consultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the District's performance of this Agreement at the District's sole and absolute option, and shall be at the sole risk of Consultant. Consultant on behalf of itself, any sub consultant, agree to indemnify, defend and hold harmless the District and its directors, officers, and employees from and against any and all claims, liabilities, losses, costs, expenses, attorney's fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any sub consultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

11. Registration with DIR. Consultant acknowledges that it and/ any sub consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or sub consultant's current registration to perform public work. Labor Code section 1771.1(b).
12. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
13. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, existing or future, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. . Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on the District's sole discretion.
14. Intellectual Property and Indemnity. Consultant represents to District that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold

harmless District, its directors, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the District's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

If any product or service becomes, or in the Consultant's opinion is likely to become, the subject of a claim of infringement, the Consultant shall, at its sole expense: (i) provide the District the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Consultant's commercially reasonable efforts, in addition to other available legal remedies, District will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Consultant. District shall have the right to retrieve its data and proprietary information at no charge prior to any return of the product or termination of service.

15. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
16. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the Parties to this Agreement.
17. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the San Mateo County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the District.
18. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.
19. Amendments. This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the District and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the District's authorized representative.



20. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
21. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
22. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
23. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
24. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to recipient as follows:

**To District:**

West Bay Sanitary District  
 Sergio Ramirez  
 500 Laurel Street  
 Menlo Park, Ca 94025  
[sramirez@westbaysanitary.org](mailto:sramirez@westbaysanitary.org)  
 (650) 321-0384

**To CONSULTANT:**

Freyer & Laureta, Inc.  
 Richard J. Laureta  
 150 Executive Park Blvd, Ste 4200  
 San Francisco, CA 94134  
[laureta@freyerlaureta.com](mailto:laureta@freyerlaureta.com)  
 (415) 534-7070

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

25. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective regarding all parties. A scanned, electronic, facsimile, or other copy of a party's signature shall have the same force and effect as an original signature.

26. ACKNOWLEDGMENT

By their signatures below, the Parties acknowledge that they have each read and understand the terms of this Agreement, and are authorized to execute this Agreement to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

WEST BAY SANITARY DISTRICT

FREYER & LAURETA, INC.

By: \_\_\_\_\_  
Sergio Ramirez, General Manager

By: \_\_\_\_\_  
Richard J. Laureta, President

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

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

APPROVED AS TO FORM

Date: \_\_\_\_\_  
Anthony Condotti, General Counsel

**EXHIBIT  
“A”  
SCOPE  
OF  
WORK**





## WEST BAY SANITARY DISTRICT AGENDA ITEM 9

**To:** *Board of Directors*

**From:** *Fariborz Heydari, P.E. Project Manager*

**Subject:** *Consider Authorizing the General Manager to Enter Into an Agreement for Design and Construction Support for the Willow Road Pump Station Wet Well Rehabilitation and Discharge Piping Replacement in Menlo Park*

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### Background

The Willow Road Pump Station was constructed in 1981. The District had a new MCC (Control Panel) installed in December 2012 and a new fuel tank in 2022. No other improvements have been done to the pump station since it was constructed.

### Analysis

The Willow Road Pump Station is old and in need of rehabilitation. Due to the aging of the pump station, the staff have determined the project would require the recoating of the pump station wet well, rerouting of gravity lines to the wet well, replacement of discharge piping from the discharge elbows of each pump through the valve pit, installation of a magnetic meter, and replacement of the pump station generator. To move forward with the design phase, Freyer and Laureta, Inc. (F&L) has prepared a proposal that includes the following tasks, with added descriptions in the attached proposal.

Task I: Project Management and Coordination  
Task II: Site Investigation, Data Collection, Record Research  
Task III: Construction Document Preparation  
Task IV : Permit Coordination  
Task V: Construction Consultation

### Fiscal Impact

On June 14, 2023, the District adopted FY 2023-24 Budget. The District estimates to have \$45.56 million Capital Budget balance available for FY 2023-24, with \$23.9 million in budgeted capital expenditures for FY 2023-2024. The fiscal impact to the District

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would be \$175,100. The Pipeline Replacement & Rehab Construction summary table on Page 14 of the FY 2023-24 Budget shows allocated budget of \$200,000 for Willow Road Pump Station Design with another \$300,000 towards construction in 2024.

### Recommendation

The Project Manager recommends the District Board of Directors authorize the General Manager to enter into an agreement with Freyer and Laureta, Inc. to the amount of \$175,100 for design and construction support for the Willow Road Pump Station Wet Well Rehabilitation and Discharge Piping Replacement.

Attachments: Willow Road Pump Station Rehab Project Proposal Dated May 24, 2023

F&L Design and Construction Support Agreement

May 24, 2023

Mr. Fariborz Heydari  
Project Manager  
West Bay Sanitary District  
500 Laurel Street  
Menlo Park, California 94025

**Re: WILLOW ROAD PUMP STATION WET WELL REHABILITATION AND DISCHARGE PIPING REPLACEMENT**

Dear Mr. Heydari,

Thank you for your proposal request to provide engineering design for the Willow Road Pump Station Wet Well Rehabilitation and Discharge Piping Replacement Project. This project includes the recoating of the pump station wet well, rerouting of gravity lines to the wet well, replacement of discharge piping from the discharge elbows of each pump through the valve pit, installation of a magnetic meter, and replacement of the pump station generator. Freyer & Laureta, Inc. (F&L) will be the lead consultant on this project. Natron Consulting Engineers will be a subconsultant to F&L for electrical design. We are pleased to present the following Scope of Professional Services and Fee Schedule.

### Scope of Professional Services

#### Task I: Project Management and Coordination

- F&L will attend meetings to coordinate this project. 4 meetings are budgeted.
- F&L will provide QA/QC and monitor schedule and budget.

#### Task II: Site Investigation, Data Collection, Record Research

- Topographic survey will be performed for the project site and to locate utilities.
- Vertical control will be based on NAVD 88 benchmark.
- Inverts and pipe sizes for all entering and exiting pipes within sanitary sewer manholes will be determined.
- Inverts, pipe sizes and direction of flow will be collected for storm drain lines, manholes, and catch basins. Understanding adjacent gravity drainage systems are essential for sanitary sewer design.
- Visible improvements, driveways, and utilities, including existing U.S.A. markings will be located.
- Utility research will be performed, and utility locations interpreted from utility company system drawings will be drawn onto the survey base.
- Existing easements granted to the District will be located.
- Limits of Caltrans Right of Way will be located.
- Survey information will be translated to AutoCad drawings for use in the design effort.

#### Task III: Construction Document Preparation

- Prepare construction drawings including:

#### Headquarters

150 Executive Park Blvd, Ste 4200  
San Francisco, CA 94134  
(415) 534-7070

#### North Bay Office

505 San Marin Dr, Ste A220  
Novato, CA 94945  
(415) 534-7070

#### East Bay Office

825 Washington Street, Ste 237  
Oakland, CA 94607  
(510) 937-2310

#### South Bay Office

20863 Stevens Creek Blvd, Ste 400  
Cupertino, CA 95014  
(408) 516-1090

- The redirection of gravity main lines to one point of entry into the pump station wet well.
  - Replacement of discharge piping from the discharge elbows of each pump through the valve pit.
  - Installation of a sump pump in the valve pit.
  - Replacement of wet well and valve vault covers.
  - Installation of a magnetic flow meter.
  - Emergency generator replacement.
  - Drawings will be in AutoCAD format at a scale appropriate to show the necessary information (most probably 20-scale). Drawings will show plan and profile and appropriate construction details and notes.
- Prepare Engineer's Opinion of Probable Construction Costs.
  - Our team will prepare three review submittals: 70%, 90%, and 100%. Submittals will be made electronically.
  - Following approval, one Permit set of reproducible drawings and one set of specifications will be provided to the District for the bidding and construction phases of the project.
  - Electronic files of the drawings and specifications will be provided to the District upon request.

#### Task IV: Permit Coordination

- Assist in finalizing permitting with the City of Menlo Park, Caltrans, and other appropriate jurisdictional agencies.

#### Task V: Construction Consultation

- Provide bid assistance including responses to questions and preparation of addenda.
- Conduct 4 site visits during construction.
- Prepare responses to Requests for Information.
- Provide submittal review.
- Review Change Orders and provide clarifications and opinions.
- Prepare Record Drawings and Project Closeout Tasks.

### Exclusions

This proposal has the following exclusions:

- The scope of services does not include payment of any permit fees.
- Geotechnical Investigation is not included in this proposal.
- Potholing is not included in this proposal.
- Preparation of plats and legal descriptions for new easements if the need for new easements is determined. If determined, F&L can provide an added services proposal to create these easements.





## Compensation

We propose to provide our professional services on a time and materials basis as follows:

<b>Project Management and Coordination</b>	<b>\$6,800</b>
<b>Site Investigation, Data Collection, Record Research</b>	<b>\$20,200</b>
<b>Construction Document Preparation</b>	<b>\$99,300</b>
<b>Permit Coordination</b>	<b>\$14,800</b>
<b>Construction Consultation</b>	<b><u>\$34,000</u></b>
	<b>\$175,100</b>

Thank you again for the opportunity of submitting this proposal to you. If you have any questions, please feel free to call us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Richard J. Laureta', written in a cursive style.

**Richard J. Laureta, P.E.**  
**FREYER & LAURETA, INC.**

**ESTIMATED BUDGET FOR ENGINEERING SERVICES  
WILLOW ROAD PUMP STATION REHABILITATION PROJECT**  
West Bay Sanitary District

TASKS	ESTIMATED LABOR (Hours)					TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION				ESTIMATED COST	
	Personnel & Rates (\$/hr.)						UNIT	QNTY	UNIT COST (\$)	5% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	F&L Administrative	P-Man Survey Crew	F&L Staff Engineer IV	F&L Project Manager	F&L Principal							
	90	375	170	225	250							
<b>Task I: Project Management and Coordination</b>												
Meetings				4	4	\$1,900					\$1,900	
Monitor budget and project schedule					8	\$2,000					\$2,000	
QA/QC					8	\$2,000					\$2,000	
Monthly progress and cost summary report, invoices	4				2	\$860					\$860	
Subtotal Labor Hours - Task I	4			4	22	\$6,760					\$6,800	
Estimated Cost - Task I										\$6,800		
<b>Task II: Site Investigation, Data Collection, Record Research</b>												
Review existing records, drawings, limits of project, field reconnaissance			8	2	1	\$2,060					\$2,060	
Utility Coordination			8	2	1	\$2,060					\$2,060	
Perform field investigation and survey of project area (budget)		32	4			\$12,680					\$12,680	
Develop design Base Map including utilities, right of way, easements			16	2	1	\$3,420					\$3,420	
Subtotal Labor Hours - Task II		32	36	6	3	\$20,220					\$20,200	
Estimated Cost - Task II										\$20,200		
<b>Task III: Construction Document Preparation</b>												
70% Design	2		240	40	8	\$51,980	Natron Electrical	1	\$4,000	\$200	\$56,180	
90% Design	2		120	24	4	\$26,980	Natron Electrical	1	\$2,500	\$125	\$29,605	
100% Design	2		40	8	2	\$9,280	Natron Electrical	1	\$1,500	\$75	\$10,855	
Permit Set	1		8	2	1	\$2,150	Natron Electrical	1	\$500	\$25	\$2,675	
Subtotal Labor Hours - Task III	7		408	74	15	\$90,390					\$99,300	
Estimated Cost - Task III										\$99,300		
<b>Task IV: Permit Coordination</b>												
Coordinate Permits with Jurisdictional Agencies			80	4	1	\$14,750					\$14,750	
Subtotal Labor Hours - Task IV			80	4	1	\$14,750					\$14,800	
Estimated Cost - Task IV										\$14,800		
<b>Task V: Construction Consultation</b>												
Provide bid assistance, clarification, prepare addenda			8	2	1	\$2,060	Natron Electrical	1	\$500	\$25	\$2,585	
Conduct four (4) site visits				8	8	\$3,800					\$3,800	
Prepare Responses to Requests for Information												
Assume 10 RFIs, 2 hour per RFI plus management			20	5		\$4,525	Natron Electrical	1	\$800	\$40	\$5,365	
Internal Review					2	\$500					\$500	
Review submittals												
Assume 20 submittals, 2 hours per submittal plus management			40	10		\$9,050	Natron Electrical	1	\$700	\$35	\$9,785	
Internal Review					4	\$1,000					\$1,000	
Review Change Orders												
Assume 3 clarifications, 4 hour per clarification plus management			12	4		\$2,940	Natron Electrical	1	\$700	\$35	\$3,675	
Internal Review					2	\$500					\$500	
Project Closeout (Allowance)			8	4	2	\$2,760					\$2,760	
Prepare Record Drawings												
Prepare Draft Record Drawings			16	2		\$3,170					\$2,760	
Prepare Final Record Drawings incorporating comments			2	2		\$790					\$790	
Internal Review					2	\$500					\$500	
Subtotal Labor Hours - Task V			106	37	21	\$31,595					\$34,000	
Estimated Cost - Task V										\$34,000		
<b>Total Labor Hours</b>	<b>11</b>	<b>32</b>	<b>630</b>	<b>125</b>	<b>62</b>	<b>\$163,715</b>	<b>Total Estimated Cost</b>				<b>\$175,100</b>	

**AGREEMENT FOR PROFESSIONAL  
SERVICES BETWEEN WEST BAY  
SANITARY DISTRICT AND  
FREYER & LAURETA, INC.**

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THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this 12<sup>th</sup> day of July, 2023, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer & Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires to procure certain professional services as more particularly described in “WEST BAY SANITARY DISTRICT WILLOW ROAD PUMP STATION WET WELL REHABILITATION AND DISCHARGE PIPING REPLACEMENT IMPROVEMENT SCOPE FOR DESIGN AND CONSTRUCTION CONSULTATION SUPPORT PROJECT MANAGEMENT SERVICES FREYER & LAURETA” (“Scope of Work”) attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as “Proposal”); and

WHEREAS, Consultant has available, and offers to provide, personnel and facilities necessary to accomplish the work contemplated in the Proposal as may be requested by the District;

NOW, THEREFORE, the District and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Consultant will provide engineering design for the replacement of the Willow Road Pump Station Wet Well Rehabilitation and Discharge Piping Replacement.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the **Scope of Work**, attached hereto as **Exhibit A**.

Consultant shall not undertake any work beyond the scope of services as set forth in Exhibit A. No changes in the scope of services shall be made without the District's prior written approval.

II. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either June 30, 2024 or the timely completion of the Scope of Work described in the Proposal, whichever is later.

Consultant shall begin work as specified in a written authorization (e.g. Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the District.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date of June 30, 2024 in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

### III. COMPENSATION

For actual services performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$175,100.00 as specified in the Proposal, shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the Proposal.

Consultant shall submit invoices for services completed each month. The District shall pay such invoices within forty-five (45) days after their receipt.

### IV. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that all work performed by Consultant or under Consultant's direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and warrants that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

If, in performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, the security and safety of any facility of District within the job site which is not under the Consultant's control.

### V. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its directors, officers, employees, and agents (collectively,

“Indemnitees”) from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys’ fees and costs (“Losses”) caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant’s officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant’s duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant’s officers, employees, agents, or subcontractors, Consultant’s costs to defend Indemnitees shall not exceed the Consultant’s proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of this Agreement.

## VI. INSURANCE

Prior to the beginning and throughout the duration of the Agreement, as may be extended by written amendment, Consultant will maintain and comply with the insurance requirements below with insurers licensed to do business in the State of California and with a Best’s rating of no less than A:VII. Consultant will insure the District against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

### Certificate Requirements:

The District will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet or exceed the requirements below,
- The Certificate Holder will be West Bay Sanitary District, 500 Laurel Street, Menlo Park, CA 94025,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the District, its directors, officers, , and employees as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the District, unless a longer duration is required.

### Required Coverage:

A. Commercial General Liability (CGL) insurance, including products and completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

B. Automobile Liability insurance of \$1,000,000 per accident covering automobile bodily injury and property damage, including all owned (if any), hired and non-owned autos. If Consultant acquires any owned vehicles, Consultant shall provide insurance as above.

C. Worker's Compensation insurance and Occupational Disease insurance, with statutory limits as required by law, and Employer's Liability insurance, of \$1,000,000 per accident for bodily injury or disease covering all workplaces involved in this Agreement. Consultant shall provide an endorsement with a **waiver of subrogation** in the District's favor for all services performed by Consultant and its employees relating to payment of any loss, including attorney's fees.

D. The Commercial General Liability and Automobile Liability Insurance policies shall be endorsed to name the District, its directors, officers, employees, and agents as additional insureds with respect to liability arising out of services or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such services or operations. Consultant's insurance coverage is primary insurance and any insurance maintained by the District shall not contribute with it.

E. Errors and Omissions: Consultant shall also provide Professional Liability Insurance appropriate to Consultant's profession with limits of liability in amounts not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. Consultant shall maintain, and provide evidence of coverage for at least five (5) years after the date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services under this Agreement.

F. Consultant shall require and verify that all of Consultant's subcontractors maintain insurance meeting all of the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and agents are additional insureds on the CGL and Automobile liability insurance policies required from subcontractors.

G. Consultant shall provide the District with Certificates of Insurance and endorsements, on forms acceptable to District, or other evidence of insurance acceptable to District, prior to commencement of any services under this Agreement. Each insurance policy required above shall provide that there will be no cancellation of coverage by the carrier without prior written notice to District.

H. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

I. Any excess/liability policies must provide similar coverage as the primary CGL

policy with no new exclusions - Excess liability insurance must follow form the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

J. The Excess policy must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

## VII. TERMINATION

The District may terminate this Agreement for its convenience with written notice of not less than 10 calendar days prior to an effective termination date. The District or Consultant may terminate the Agreement for material breach of Agreement by providing written notice to the other party not less than 15 calendar days prior to an effective termination date.

Upon notice of termination, the Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The District's only obligation to the Consultant will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the District up to and including the effective date of termination, less any amounts withheld. All finished or unfinished work, materials, supplies, goods, or documents procured or produced under the Agreement will become property of the District upon the termination date. In the event of Consultant's failure to perform, District reserves the right to obtain services elsewhere, and the defaulting Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the District. After the effective date of termination, Consultant will have no further claims against the District under the Agreement including, but not limited to, claims for anticipated profit related to unperformed services. Termination of the Agreement pursuant to this paragraph may not relieve the Consultant of any liability to District for damages sustained by the District because of any breach of the Agreement by Consultant, and District may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined.

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

## VIII. SUBCONTRACTS

Except as provided in the Proposal, and otherwise with prior written approval of the District, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, and employees are additional insureds on

insurance required from subcontractors.

## IX. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws and regulations.
2. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees, agents, representatives, and subcontractors, covenants that it presently has no direct or indirect interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code. Consultant will immediately advise District if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement.
3. Property of District. The work, or any portion, of Consultant in performing this Agreement shall become the property of the District. The Consultant shall be permitted to retain copies or such work for information and reference in connection with the District's use. All materials and work product, whether finished or unfinished, shall be delivered to the District upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the District, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the District. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the District.
4. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project for examination and audit by the District, local, state, or federal government, as applicable. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of five years from the date of the final District payment for Consultant's services. If Consultant engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12-month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.
5. California Public Records Act. District is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to District, and Consultant claims that such information falls within one or more CPRA exemptions,



Consultant must clearly mark such information “Confidential and Proprietary,” and identify the specific lines containing the information. In the event of a request for such information, District will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in San Mateo County before the District is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the District is required to respond to the CPRA request, District may disclose the requested information without any liability to Consultant. Consultant further agrees that it shall defend, indemnify and hold District harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney’s fees) that may result from denial by District of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

6. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant’s employees, agents, subcontractors or others under Consultant’s supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the District for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the District, its officials, officers, employees, and agents against any claim or liability, including attorneys’ fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant’s supervision or control was misclassified.
7. Consultant Not an Agent. Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
8. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
9. Subcontractors. Consultant shall obtain prior approval of the District prior to subcontracting of any work pursuant to this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the District, its directors, officers, employees, and agents as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the District in writing.
10. Prevailing Wage. To the extent that the work or services to be performed under this Agreement may be considered a “public work” pursuant and subject to Labor

Code section 1720 *et seq.*, Consultant (and any sub consultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any sub consultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: California Labor Code sections 1720, 1774 and 1782.

Consultant agrees to be bound by the prevailing wage requirements to the extent applicable to the scope of work and services under this Agreement, including, but not limited to, the following:

- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
- b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
- c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
- d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.

Any failure of Consultant and/or its sub consultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the District's performance of this Agreement at the District's sole and absolute option, and shall be at the sole risk of Consultant. Consultant on behalf of itself, any sub consultant, agree to indemnify, defend and hold harmless the District and its directors, officers, and employees from and against any and all claims, liabilities, losses, costs, expenses, attorney's fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any sub consultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

11. Registration with DIR. Consultant acknowledges that it and/ any sub consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or sub consultant's current registration to perform public work. Labor Code section 1771.1(b).
12. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
13. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, existing or future, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. . Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on the District's sole discretion.
14. Intellectual Property and Indemnity. Consultant represents to District that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless District, its directors, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the District's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

If any product or service becomes, or in the Consultant's opinion is likely to become, the subject of a claim of infringement, the Consultant shall, at its sole expense: (i) provide the District the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Consultant's commercially reasonable efforts, in addition to other available legal remedies, District will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Consultant. District shall have the right to retrieve its data and proprietary information at no charge prior to any return of the product or termination of service.

15. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
16. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the Parties to this Agreement.
17. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the San Mateo County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the District.
18. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.
19. Amendments. This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the District and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the District's authorized representative.

20. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
21. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
22. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
23. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
24. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to recipient as follows:

**To District:**

West Bay Sanitary District  
 Sergio Ramirez  
 500 Laurel Street  
 Menlo Park, Ca 94025  
[sramirez@westbaysanitary.org](mailto:sramirez@westbaysanitary.org)  
 (650) 321-0384

**To CONSULTANT:**

Freyer & Laureta, Inc.  
 Richard J. Laureta  
 150 Executive Park Blvd, Ste 4200  
 San Francisco, CA 94134  
[laureta@freyerlaureta.com](mailto:laureta@freyerlaureta.com)  
 (415) 534-7070

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

25. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective regarding all parties. A scanned, electronic, facsimile, or other copy of a party's signature shall have the same force and effect as an original signature.

**26. ACKNOWLEDGMENT**

By their signatures below, the Parties acknowledge that they have each read and understand the terms of this Agreement, and are authorized to execute this Agreement to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

WEST BAY SANITARY DISTRICT

FREYER & LAURETA, INC.

By: \_\_\_\_\_  
Sergio Ramirez, General Manager

By: \_\_\_\_\_  
Richard J. Laureta, President

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

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

APPROVED AS TO FORM

Date: \_\_\_\_\_  
Anthony Condotti, General Counsel

**EXHIBIT  
“A”  
SCOPE  
OF  
WORK**







## WEST BAY SANITARY DISTRICT AGENDA ITEM 10

**To:** *Board of Directors*

**From:** *Fariborz Heydari, P.E. Project Manager*

**Subject:** *Consider Authorizing General Manager to Extend the Agreement for Engineering Staff Augmentation Services*

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### Background

Freyer & Laureta, Inc. (F&L) has been contracted to provide staff augmentation engineering services to help the General Manager and the Project Manager in the absence of an Associate Engineer. F&L was contracted through May 26, 2023.

The District's Associate Engineer position is now filled, but with the influx of project reviews and other engineering support needs, staff augmentation remains a need for the District to transition current project reviews and other assignments to the new Associate Engineer.

### Analysis

The District requested F&L to provide a proposal for staff augmentation services through August 2023. This proposal includes 9 weeks of staff augmentation, from July 1, 2023 through August 31, 2023. Services include 40 hours a week in July and 20 hours a week in August for a Staff Engineer IV, plus Principal oversight and consultation averaging 4 hours a week, for 9 weeks.

### Fiscal Impact

The proposed on-call engineering services for 9 weeks as stated above is \$53,200.

### Recommendation

The Project Manager recommends the District Board Authorize the General Manager to enter into the agreement for On-Call Engineering Staff Augmentation Services from Freyer & Laureta, Inc.

Attachment: Part-Time Staff Augmentation Proposal Dated June 19, 2023

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June 19, 2023

Mr. Fariborz Heydari  
Project Manager  
West Bay Sanitary District  
500 Laurel Street  
Menlo Park, CA. 94025

**Re: PART-TIME STAFF AUGMENTATION PROPOSAL  
WEST BAY SANITARY DISTRICT**

Dear Mr. Heydari,

Thank you for your proposal request to provide nine (9) additional weeks of staff augmentation services for the District. We are pleased to present the following Scope of Professional Services and Fee Schedule.

### Task 1 – Staff Augmentation

- Freyer & Laureta (F&L) will provide staff engineering augmentation and consultation from the following personnel:
  - Staff Engineer IV (Jason Feudale) 40 hours a week for the month of July and 20 hours a week for the month of August.
  - Principal (Richard Laureta) oversight and consultation averaging 4 hours a week for the months of July and August.

### Proposed Fee Schedule

All work will be on a time and materials basis, not to exceed the following limits without District authorization. Please see attached Estimated Budget Table for fee breakdown.

**Task 1 – Staff Augmentation**

**\$53,200**

Thanks again for this opportunity. Please let me know if you have any questions.

Sincerely,  
**FREYER & LAURETA, INC.**



Richard J. Laureta, P.E.  
President

#### Headquarters

150 Executive Park Blvd, Ste 4200  
San Francisco, CA 94134  
(415) 534-7070

#### North Bay Office

505 San Marin Dr, Ste A220  
Novato, CA 94945  
(415) 534-7070

#### East Bay Office

825 Washington Street, Ste 237  
Oakland, CA 94607  
(510) 937-2310

#### South Bay Office

20863 Stevens Creek Blvd, Ste 400  
Cupertino, CA 95014  
(408) 516-1090

**ESTIMATED BUDGET FOR ENGINEERING SERVICES - STAFF AUGMENTATION**  
West Bay Sanitary District

TASKS	ESTIMATED LABOR (Hours)		TOTAL LABOR COST (\$)
	Staff & Rates (\$/hr)		
	F&L Staff Engineer IV	F&L Principal	
	170	250	
<b>Task I: Staff Augmentation</b>			
Staff Augmentation/Consultation (approx. 40 hrs/week Staff IV for July, 20 hrs/week Staff IV for August, 4 hrs/week Principal for July and August). 9 weeks.	260	36	\$53,200
<b>Total Labor Hours</b>	<b>260</b>	<b>36</b>	<b>\$53,200</b>

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 11**

**To: Board of Directors**

**From: Sergio Ramirez, General Manager**

**Subject: Discussion and Direction on the West Bay and Sharon Heights Recycled Water Facility**

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A discussion will be held on the Sharon Heights Recycled Water Facility and other events related to the recycled water plant. The Board will have opportunity to provide direction to staff and legal counsel.

**Recycled Water Facility Production Data:**

<b>2020</b>	<b>Treated</b>	<b>Delivered</b>
August	8.8MG	8.2MG
September	8.2MG	5.1MG
October	7.4MG	4.5MG
November	5MG	1.4MG
December	4.7MG	.55MG
<b>2021</b>	<b>Treated</b>	<b>Delivered</b>
January	4.8MG	.23MG
February	4.4MG	.13MG
March	5.9MG	1.8MG
April	8.5MG	7.6MG
May	9.3.MG	8.2MG
June	9.8MG	8.7MG
July	9.5MG	9.1MG
August	9.4MG	9.0MG
September	9.1MG	6.9MG*
October	7.6MG	2.6MG**
November	5.2MG	0
December	4.7MG	0

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**Report to the District Board for the Regular Meeting of July 12, 2023**

<b>2022</b>	<b>Treated</b>	<b>Delivered</b>
January	4.4MG	97,000 gallons
February	4.4MG	1.5MG
March	6.6MG	3.5MG
April	7.6MG	3.8MG
May	9.2MG	7.4MG
June	9.8MG	8.7MG
July	9.6MG	8.1MG
August	9.2MG	8.1MG
September	8.6MG	6.7MG
October	7.9MG	4.6MG
November	5.9MG	310,000 gallons
December	5.4MG	154,690 gallons

<b>2023</b>	<b>Treated</b>	<b>Delivered</b>
January	5MG	0 gallons
February	3.3MG	0 gallons
March	3.5MG	0 gallons
April	4.9MG	0 gallons
May	5.1MG	0 gallons
June	4.8MG	0 gallons

\* Sharon Heights substantially tapered off their water usage for September which is the reason for the large discrepancy between treated and delivered.

\*\* Treatment was reduced in the second half of the month. Rain in late October and an irrigation equipment malfunctions caused water delivery to decrease.

*The following is a disclosure statement required for any document, written report or brochure prepared in whole or in part pursuant to the Finance Agreement with the State Water Resources Control Board for the West Bay Sanitary District Recycled Water Project - Sharon Heights: Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.*



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 12**

**To:***Board of Directors*

**From:***Sergio Ramirez, General Manager*

**Subject:***Discussion and Direction on the Bayfront Recycled Water Project  
and Status Update*

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A discussion will be held on the District's Bayfront Recycled Water Projects and other events related to the recycled water projects including financing, environmental review, design/build issues and grant applications.

The Board will have the opportunity to provide direction to staff and general counsel.

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 13**

**To: Board of Directors**

**From: Sergio Ramirez, General Manager**

**Subject: Report and Discussion on South Bayside Waste Management Authority (SBWMA)**

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The District's representative to South Bayside Waste Management Authority (SBWMA), President Fran Dehn, will report on any pertinent items regarding SBWMA business.

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 14**

**To: Board of Directors**

**From: Sergio Ramirez, General Manager**

**Subject: Report and Discussion on Silicon Valley Clean Water (SVCW)  
Plant**

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The District's representative to Silicon Valley Clean Water (SVCW), Commissioner George Otte, will report on pertinent items regarding SVCW Operations, CIP and Finance.

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