

1902 - Serving Our Community for over 120 Years - 2023
WEST BAY SANITARY DISTRICT
AGENDA OF BUSINESS
REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, MARCH 8, 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/88235129886?pwd=WFhGQ0VpM0ZkcG50U3VWTWlybG9xZz09>

Meeting ID: 882 3512 9886 Passcode: 333277

NOTE: The Board may take action on any agenda 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 February 8, 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 February 28, 2023 Pg. 3B-1
- C. WBSD Operations and Maintenance Report – February 2023 Pg. 3C-1
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – February 2023 Pg. 3D-1
- E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – February 2023 Pg. 3E-1
- F. Consider Resolution Accepting Deed of Easement Pursuant to Class 3 Sewer Permit No. 1621 for the Sewer Realignment required for 1173 Saratoga Ave, East Palo Alto, California Pg. 3F-1

- G. Consider Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1621 for the Construction of Wastewater Facilities for 1173 Saratoga Ave., East Palo Alto, California Pg. 3G-1
- H. Consider Authorizing the General Manager to Issue Class 3 Sewer Permit No. 1618 for the Construction of Wastewater Facilities for 155 Grove Drive, Portola Valley, California Pg. 3H-1

- 4. General Manager's Report Pg. 4-1
- 5. Consider Authorizing General Manager to Execute the Finance Agreement for Project Management of the "Bayfront Recycled Water Facility Project" with Peninsula Innovation Partners, LLC Pg. 5-1
- 6. Consider Authorizing General Manager to Execute the Contract B Agreement for Project Management, Engineering, and Support Services for the "Bayfront Recycled Water Facility Project" with Woodard & Curran Pg. 6-1
- 7. Consider Awarding Bid for Point Repair Project Phase 1 to Casey Construction Pg. 7-1
- 8. Consider Approving Closing the Garratt Reimbursement Agreement Pg. 8-1
- 9. Discussion and Direction on Sharon Heights Recycled Water Plant Pg. 9-1
- 10. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 10-1
- 11. Report and Discussion on South Bayside Waste Management Authority (SBWMA) Pg. 11-1
- 12. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 12-1
- 13. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
- 14. 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, FEBRUARY 22, 2023 AT 7:00 P.M.

1. **Call to Order**

President Dehn called the meeting to order at 7:03 PM

Roll Call

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

BOARD MEMBERS ABSENT: Director Otte

STAFF MEMBERS PRESENT: Ramirez, Fisher, and Condotti by Zoom

Others Present: None

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

3. **Consent Calendar**

CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR

Discussion/Comments: None.

- A. Approval of Minutes for Regular Meeting February 8, 2023
- B. Consider Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1067 and Class 3 Sewer Permit No. 1069 for the Construction of Wastewater Facilities for 1300 El Camino Real, Menlo Park, California
- C. Bank of the West Monthly Investment Portfolio Statements

Motion to Approve by: Thiele-Sardiña 2nd by: Moritz Vote: AYE: 4 NAY: 0 Abstain: 0

4. **General Manager's Report**

Discussion/Comments: General Manager Ramirez reported the Levee Project will go out to bid in March. He reported the 2023 Master Plan kickoff meeting with V.W. Housen & Assoc. will be on February 28th. He also reported the Albani Street pipe bursting project was completed. He informed the Board the flow study for the Willow Pump Station which is funded by the 1125 O'Brien project has been completed. Results showed the pump station can accommodate the project and has approximately 65,000 gallons per day of remaining capacity. General Manager Ramirez continued to report on the need to update the District's website. The update would include features such as built-in calendar/meetings and minutes, improve District transparency, and the ability to pay for permits and fees on-line amount other features. The cost is approximately \$250 is a setup fee and a \$650 monthly fee for maintenance. Board consensus was to proceed with the website update. The complete General Manager's written report is in the February 22nd, 2023 agenda packet.

5. Consider Approval of the Financial Statements FY 2022-23, Second Quarter Ending 12/31/2022

Motion to Approve by: Moritz 2nd by: Thiele-Sardiña Vote: AYE: 4 NAY: 0 Abstain: 0

Discussion/Comments: Finance Manager Fisher reported on the financial statements fiscal year 2022-23 second quarter ending 12/31/2022.

6. Consider Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1088 for the Construction of Wastewater Facilities for 155 & 167 Lake Road, Portola Valley, CA

Motion to Approve by: Walker 2nd by: Thiele-Sardiña Vote: AYE: 4 NAY: 0 Abstain: 0

Discussion/Comments: General Manager Ramirez reported these two parcels were the last two parcels to pay into the Blue Oaks reimbursement agreement. Payouts for the Blue Oaks agreement average \$27, to over 100 customers, and takes a great amount of staff time. General Manager Ramirez requests Board direction on setting a public hearing to retire the agreement. Board consensus was to set a public hearing for March 22nd to retire the agreement and send hearing notices with the final checks to those involved with the agreement.

7. Consider Authorizing General Manager to Extend the Agreement for Engineering Staff Augmentation Services with Freyer & Laureta, Inc.

Motion to Approve by: Moritz 2nd by: Walker Vote: AYE: 4 NAY: 0 Abstain: 0

Discussion/Comments: General Manager Ramirez reported this agreement is needed to assist with the vacant Associate Engineer position.

8. Report and Discussion on Sharon Heights Recycled Water Plant

Discussion/Comments: General Manager Ramirez reported an easement appraisal has been presented to Sharon Heights Golf & Country Club for the Avy/Altschul pump station. He continued to report the State pre-approved the Avy/Altschul Pump Station SRF loan in the amount of \$975,000 which includes grants. He expects the project to go out to bid in March.

9. Discussion and Direction on Bayfront Recycled Water Project and Status Update

Discussion/Comments: General Manager Ramirez reported the California State Lands Commission has prepared a lease agreement for the levee. He also reported he continues to work with Meta and the Signature Group for a \$951,000 project management agreement for the Bayfront recycled water plant.

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

Discussion/Comments: None.

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

Discussion/Comments: None.

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

Discussion/Comments: None.

13. Adjournment Time: The meeting was adjourned at 8:13 PM

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WEST BAY SANITARY DISTRICT
Financial Activity Report
February 2023

Date: *March 8, 2023*

To: *Board of Directors*

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

Subject: *Approve Monthly Financial Activity Report*

Financial Activity for the month of February 2023.

Receipt Summary:

Commercial Deposits	99,424.33
Deposits in Transit/(Prior Period)	(640.00)
Credit Cards	6,236.68
Franchise Fees	9,254.66
San Mateo County [Tax Roll]	3,243,443.57
Other Receipts	64,846.58
Transfers	2,000,000.00
Total Receipts	<u>5,422,565.82</u>

Withdrawal Summary

Total Checks	1,351,101.03
Total Corp Cards	9,978.25
Total Bank Wires/ACHs	1,065,316.86
External Withdrawals	<u>2,426,396.14</u>
Total Internal Bank Transfers	3,000,000.00
Total Withdrawals	<u>5,426,396.14</u>

Fund Expenditure Summary by Budget Category

100	Operations	3,778,137.08
200	Capital	968,357.64
300	Solid Waste	652.50
500	Recycled Water	87,691.92
800	Silicon Valley Clean Water	591,557.00
Expenditures by Fund		<u>5,426,396.14</u>

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

President _____

Secretary _____

**West Bay Sanitary District
Receipts
February 2023**

RECEIPT NUMBER	RECEIPT DATE	DESCRIPTION	AMOUNT
462869	2/1/2023	Town of Woodside: MSA 10/1/22-12/31/22	39,303.26
462870	2/1/2023	OHC of California: Refund Overpayment Lab Fees	28.00
462871	2/1/2023	OHC of California: Refund Overpayment Lab Fees	30.00
462872	2/1/2023	Katharine Carroll: 130 Golden Oak Dr, PV, SSC FY 2022-23	1,025.00
462873	2/1/2023	Mark Hilderbrand: 140 Meadowood Dr, PV, SSC FY 2022-23	1,025.00
462874	2/1/2023	Vintage Builders: 291 Erica Way, PV, Permit	290.00
462875	2/1/2023	SMC: SSC Tax Roll FY 2022-23	3,243,443.57
462876	2/1/2023	Tammy Klauser: 98 Sutherland Dr, ATH, SPD Permit	325.88
462877	2/1/2023	Bayshore Plumbers: 16 Greenwood Place, MP, Permit	290.00
462878	2/2/2023	Bell Plumbing Of San Mateo: 339 Hedge Rd, MP, Permit	355.00
462879	2/2/2023	Pro Roto, Inc.: 1555 Santa Cruz Ave, MP, Permit	290.00
462880	2/2/2023	Bayshore Plumbers: 1970 Oakdell Drive, MP, Permit	290.00
462881	2/3/2023	Michael/Sharon Brugos: 1850 Stanford Ave, MP, SSC FY 2022-23	640.00
462882	2/6/2023	Cal-West Sewer and Drain: 917 Cloud Ave, MP, Permit	290.00
462883	2/6/2023	Cal-West Sewer and Drain: 917 Cloud Ave, MP, Permit	290.00
462884	2/6/2023	Sharon 2045: 2045 & 2043 Sharon Dr, MP, Conn (1) & Permits	9,188.00
462885	2/6/2023	Simon Foran: 217 Park Ln, ATH, Permit	439.00
462886	2/6/2023	Kenneth & Leah Fine: 20 Toro Ct, PV, SSC FY 2022-23	1,025.00
462887	2/6/2023	Randall True: 4860 Alpine Rd, PV, SSC FY 2022-23	1,280.00
462888	2/6/2023	Navia Benefit Solutions: Plan Funding Deposit Refund	1,643.00
462889	2/3/2023	SHGCC: SHRWF O&M, Reim: Solar Project, Avy PS 12/2022	64,846.58
462890	2/7/2023	Maeve D'Arcy: Bid-Point Repair Project Phase 1, Set# 16	60.00
462891	2/7/2023	24/7 Rooter & Plumbing: 45 Politzer Drive, MP, Permit	290.00
462892	2/8/2023	Bin And Jean Shen: 357 Walsh Rd, Ath, ADU (2) & Permit	10,619.60
462893	2/9/2023	Casey Construction: Bid-Point Repair Project Phase 1, Set#17	60.00
462894	2/9/2023	Samuel Quezada: 15 Sausal Dr, PV, SSC FY 2022-23	2,050.00
462895	2/9/2023	Diane & David Toole: 250 Alamos Rd, PV, SSC FY 2022-23	640.16
462896	2/9/2023	Jonathan Tattersall: 771 18th Ave, MP, Permit	170.00
462897	2/10/2023	WBSD: Transfer LAIF to BofW Checking	2,000,000.00
462898	2/13/2023	24/7 Rooter & Plumbing: 1405 Wendy Way, MP, Permit	290.00
462899	2/14/2023	Terry Chesler: 149 Linden Ave, ATH, Permit	216.80
462900	2/14/2023	Recology: SW Franchise Fee 1/2024	9,254.66
462901	2/14/2023	Triple A Plumbing: 1300 Middle Ave, MP, Permit	290.00
462902	2/14/2023	Build Home Construction: 1025 Continental Dr, MP, Permit	170.00
462903	2/16/2023	John Lin: 2151 Sterling Ave, MP, Permit	290.00
462904	2/16/2023	Pacific Trenchless: Bid-Point Repair Project Phase 1, Set	60.00
462905	2/21/2023	Town of Woodside: MSA 7/1/22-9/30/22	14,346.68
462906	2/21/2023	Void Blank Receipt	0.00
462907	2/21/2023	Michael Snow/Pro Pipe: Open Permit PG&E CCTV District Ma	585.00
462908	2/22/2023	Venus Development: 6 Maywood Lane, MP, Permit	170.00
462909	2/22/2023	Pro-Plumbing: 262 Arbor Rd, MP, Permit	290.00
462910	2/22/2023	Alexandra Jones: 272 Greenoaks, Ath, Permit	95.00
462911	2/24/2023	Bch Construction: 635 Central Ave, MP, Permit	5,885.20
462912	2/24/2023	US Bank: Credit Card Refund CY 2022 Q4	271.39
462913	2/27/2023	Bandel & Paula Carano Tr: 40 Meadow Ln, PV, SSC FY 2022-23	2,050.00
462914	2/27/2023	Town of Woodside: Storm Related Services 12/31/22-1/16/23	7,614.04
462915	2/27/2023	Marrone & Marrone: 278 Park Lane, Ath, Permit	290.00
462916	2/28/2023	Ovadia Mizrahi: 535 Oak Knoll Ln, MP, Permit	170.00
Total Receipts			\$5,422,565.82

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

Check	Date	Payee	Purpose	Amount
70010	2/2/2023	AT&T	Telemetry & Alarms 12/13/22-1/12/23	1,153.11
70011	2/2/2023	Matheson Tri-Gas	Tank Rentals 1/2023	66.63
70012	2/2/2023	Airgas Usa, LLC	Tank Rentals 12/2022	49.10
70013	2/2/2023	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility Dec 2022-Jan 2023	540.00
70014	2/2/2023	Atchison, Barisone & Condotti	Legal Services 12/2022	11,839.91
70015	2/2/2023	Bay Area Air Quality Mgmt Dist	Annual Permit Renewal 3/1/23-3/1/24	739.00
70016	2/2/2023	California Water Service	Water Service - Dec 2022-Jan 2023	65.89
70017	2/2/2023	Core & Main	Couplers & Supplies 1/2023	321.27
70018	2/2/2023	Navia Benefit Solutions	Commuter & FSA Fees 1/2023	491.00
70019	2/2/2023	Grainger	Pump Station Parts & Material 1/2023	369.78
70020	2/2/2023	Void		0.00
70021	2/2/2023	Mallory Co.	PPE Supplies 1/12/23	2,415.31
70022	2/2/2023	Menlo Park Hardware Co. #14016	FERRF: Op Supplies 12/2022	500.53
70023	2/2/2023	Morse Hydraulics	Hose & Hydraulic Fittings Replacement 1/2023	290.91
70024	2/2/2023	Pacific Gas & Electric	Electric Service - Dec 2022-Jan 2023	17,917.30
70025	2/2/2023	Peninsula Truck Repair	Unit 205 Repair 10/2022	5,096.72
70026	2/2/2023	D&J Gardening	Landscaping - 500 Laurel St 1/2023	400.00
70027	2/2/2023	Preferred Alliance	DOT Testing Admin Fees 12/2022	293.69
70028	2/2/2023	Principal Life Insurance	Dental, Vision, Life, AD&D, Disability Ins 2/2023	6,272.09
70029	2/2/2023	Samuel M. Rose	Sam Rose Consulting - SOP 1/2023	1,290.00
70030	2/2/2023	Shape	Pump for Hamilton and Henderson Pump Station 1/2023	54,304.69
70031	2/2/2023	Teamsters Local No. 350	Union Dues 2/2023	1,008.00
70032	2/2/2023	V & A Consulting Engineers	Master Plan: Flow Monitoring Study 12/2022	19,461.38
70033	2/2/2023	Valley Heating & Cooling	HVAC Maintenance Agreement 9/2022	425.00
70034	2/2/2023	Weco Industries	Sewer Cleaning Equipment 7/2022	2,415.61
70035	2/2/2023	Zenon Environmental	Veolia Service Contract - SHRWF 1/2023	8,739.07
70036	2/8/2023	AAA Rentals	Equipment Rental 1/2023	395.98
70037	2/8/2023	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility 1/17/23	90.00
70038	2/8/2023	CSRMA C/O Alliant Insurance	Liability Coverage CY 2023	135,671.00
70039	2/8/2023	CalPERS Longterm Care Program	LTC Withholding 2/1/23-2/15/23	67.27
70040	2/8/2023	Cintas	Uniform Service 2/1/23	1,044.33
70041	2/8/2023	Cleanserv Universal Services	Janitorial Service 2/2023	1,075.00
70042	2/8/2023	Core & Main	Couplers & Supplies 1/2023	4,713.64
70043	2/8/2023	Dewey Pest Control	Chemical Services 12/2022	164.00
70044	2/8/2023	Navia Benefit Solutions	FSA Contributions PR 2/10/23	631.15
70045	2/8/2023	Freyer & Laureta	Staff Augmentation Services 12/2022	28,800.00
70046	2/8/2023	Golden State Reprographics LLC	Large Easement Map Scan to PDF 12/2022	237.06
70047	2/8/2023	Granite Rock Company	Asphalt, Concrete & Rock Rehab 1/2023	2,516.34
70048	2/8/2023	HF&H Consultants	Bayfront Recycled Water Financial Plan 12/2022	498.75
70049	2/8/2023	Home Depot Credit Services	Tools, Wood, Pump Station Parts & Supplies Dec 2022-Jan 2023	1,113.21
70050	2/8/2023	IEDA	Consulting Fees 2/2023	814.00
70051	2/8/2023	Kone Pasadena	Elevator Maintenance 2/2023	298.69
70052	2/8/2023	Mallory Co.	Winch Repair (Confine Space) 12/2022	1,462.07
70053	2/8/2023	City Of Menlo Park - Water	Water Service - Hamilton Ave 12/16/22-1/20/23	48.75
70054	2/8/2023	City Of Menlo Park-Fuel	Fuel: District Vehicles 1/2023	10,783.50
70055	2/8/2023	Napa Auto Parts	Vehicle Parts 1/2023	242.91
70056	2/8/2023	Pacific Gas & Electric	Electric Service - Dec 2022-Jan 2023	2,635.51
70057	2/8/2023	PBM	Gloves, Concrete Mix 1/2023	745.55
70058	2/8/2023	Precision Engineering	North Bay Road & Ringwood Avenue CIP - Ravenswood	914,052.95
70059	2/8/2023	Redwood City Health & Wellness	DOT Physicals - Feb 2023	256.50
70060	2/8/2023	Sharp Business Systems	Monthly Lease for Copiers 2/2023	1,206.28
70061	2/8/2023	Spartan Tool	Cable, Splice & Blades 7/2022	271.57
70062	2/8/2023	Teletrac Navman US	GPS For District Vehicles 2/2023	271.96
70063	2/8/2023	Verizon Wireless	Internet 1/2/23-2/1/23	65.69
70064	2/8/2023	Vision Communications Co.	Radio Air Time & Bracket 2/2023	753.52
70065	2/8/2023	Weco Industries	Sewer Cleaning Equipment 1/2023	905.84
70066	2/15/2023	Airgas USA, LLC	Tank Rentals 1/2023	49.10
70067	2/15/2023	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility 01/2023	180.00
70068	2/15/2023	Veolia Water North America	Water Service - 1805 Purdue Ave 1/2/23-2/1/23	38.66
70069	2/15/2023	ReadyRefresh By Nestle	Water Delivery 1/1/23-1/31/23	162.64
70070	2/15/2023	Bay Area Air Quality Mgmt Dist	Annual Permit Renewals - 2023/24	1,577.00
70071	2/15/2023	California Water Service	Water Service - Jan-Feb 2023	2,133.12
70072	2/15/2023	Cintas	Uniform Service 2/8/23	1,002.83
70073	2/15/2023	Dewey Pest Control	Chemical Service 1/2023	9,021.00
70074	2/15/2023	Du-All Safety, LLC	Safety Maintenance Contract 1/2023	1,800.00

West Bay Sanitary District

Financial Activity Report

Withdrawals

February 2023

70075	2/15/2023	Grainger	Pump Station Parts, Misc.Parts & Supplies 1/2023	930.43
70076	2/15/2023	City Of Menlo Park - Water	Water Service - Dec 2022-Jan 2023	96.80
70077	2/15/2023	Abila	MIP Cloud Migration & Subscription 1/2023	3,027.67
70078	2/15/2023	Peninsula Truck Repair	Unit 203, 205, 221 Repairs 12/2022	6,710.48
70079	2/15/2023	Recology Peninsula Services	Recology Waste 2 Yard Bin - SHGCC 1/2023	249.39
70080	2/15/2023	Red Wing Shoe Store	Safety Boots - 01/2023	477.41
70081	2/15/2023	Redwood General Tire Co	Tire Purchase (4) 2/2023	647.64
70082	2/15/2023	Seekzen Systems	IT Consulting Service & Network Upgrade 1/2023	11,725.00
70083	2/15/2023	TPX Communications	District VoIP & Fiber Service 1/2023	3,190.52
70084	2/15/2023	V & A Consulting Engineers	Master Plan: V&A Flow Monitoring Study 1/2023	19,478.75
70085	2/15/2023	Valley Heating & Cooling	HVAC Maintenance Agreement 2022-2023	1,845.00
70086	2/15/2023	Leaf Capital Funding	Fujitsu Scanner Monthly Lease 2/2023	462.99
70087	2/22/2023	AT&T	Telemetry & Alarms 1/13/23-2/12/23	1,185.44
70088	2/22/2023	Alpha Analytical Laboratories	Daily Coliform Samples - Jan 2023	270.00
70089	2/22/2023	Veolia Water North America	Water Service - 1805 Purdue Ave 1/2/23-2/1/23	38.66
70090	2/22/2023	Cintas	Uniform Service 2/15/23	1,307.55
70091	2/22/2023	Core & Main	Couplers & Supplies 2/2023	980.80
70092	2/22/2023	Heath Cortez	Work Boots for Heath Cortez 02/2023	249.19
70093	2/22/2023	Navia Benefit Solutions	FSA Contributions PR 2/24/23	631.15
70094	2/22/2023	Grainger	Misc.Parts & Supplies 2/2023	58.73
70095	2/22/2023	HF&H Consultants	Solid Waste Rate Study 2023 12/2022	652.50
70096	2/22/2023	Hach Company	Service Contract - Flo Dar Maintenance & Reporting 02/2023	12,993.75
70097	2/22/2023	Innovyze	Annual Renewal of Sewer Hydraulic Model Software 2023	9,035.00
70098	2/22/2023	Napa Auto Parts	Vehicle Parts 2/2023	171.32
70099	2/22/2023	Pacific Gas & Electric	Electric Service - Jan - Feb 2023	507.43
70100	2/22/2023	Pier 2 Marketing	Quarterly Website Maintenance (Q1 2023)	500.00
70101	2/22/2023	Precise Printing And Mailing	Annual Easement Letter Mailing Postage 2/2023	1,729.47
70102	2/22/2023	Staples Credit Plan	Office Supplies 1/26/23	432.37
70103	2/22/2023	Verizon Wireless	District Cellphones 1/16/23-2/15/23	2,503.24
70104	2/22/2023	Vision Communications Co.	Radio Air Time 12/2022	120.54
70105	2/22/2023	Weco Industries	CCTV Repair 1/2023	4,164.45
70106	2/22/2023	Woodard & Curran	Avy PS CEQA Services 1/2023	464.00
				1,351,101.03

Corporate Cards:

GL	Date	Account Name	Description	Amount
54129	1/28/2023	Recruitment	Indeed: Job Posting Engineer Tech	352.59
Statement		Bank of the West - Credit Cards		352.59
GL	Date	Account Name	Description	Amount
21000	2/28/2023	Accounts Payable	CalCard Stmt 1/25/23-Short Pmt	(194.70)
54061	2/28/2023	Gas & Diesel Vehicles	Chevron: Gas Unit 225 Menlo Pumps Down	76.83
54080	2/28/2023	Memberships	CalWater, CWEA, Peloton Memberships	643.00
54091	2/28/2023	Stationary and Office Supplies	Staples: Binder and Index Tab Dividers & Amazon	265.60
54101	2/28/2023	Ops Supplies & Materials	Home Depot: Flex Seal for 216, Duct tape, Saws All Blades, Cleaning Supplies	246.79
54103	2/28/2023	Vehicle & Equipment Supplies	Americanadiupply.Com: Antenna Holder Unit 228	36.98
54105	2/28/2023	Pump Station Parts & Supplies	Water Pumps Direct: 3 Portable Pump	1,827.56
54126	2/28/2023	Safety Training	Safeway: Gift Cards for the Safety Program. Marvin and Lisa	50.00
54151	2/28/2023	Fleet/Vehicle R&M	L & M Automatic Transmission: Unit 208 Transmission Service, Smog Svc	404.70
54154	2/28/2023	Mobile & Non-mobile Equip R&M	Orlandi Trailer: Trailer Locks & Google: Camera Video Storage	806.10
54158	2/28/2023	Computer Software R & M	Zoom, Duo: Monthly Subscriptions, Misc Software	210.98
54174	2/28/2023	Mgmt Conf. & District Meetings	District Meetings	464.43
54175	2/28/2023	CWEA Conf/Section Mtgs	CalWater: A Ambriz Grade Test Fee 1/13/23	200.00
54176	2/28/2023	Business Meetings	GM Meetings	257.14
54191	2/28/2023	Internet	Comcast: SHRWF Internet	166.76
54195	2/28/2023	Electricity	PG&E: Electric Henderson Ave, Past Due Stmt 1/17/23	632.52
54202	2/28/2023	Other Misc. Operating Expense	Fastrak: Commuter & Vehicles 1/2023	1,180.00
54203	2/28/2023	Licenses & Permits	City of Menlo Park, SCC Env. Health, SMC Recorder, Fire Recovery USA Fees	2,350.97
Statement		US Bank CalCards - Credit Cards		9,625.66

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

Bank Transfers:

Date	Payee	Purpose	Amount
2/1/2023	NeoPost	Postage	300.00
2/2/2023	NeoPost	Fees	50.00
2/2/2023	Paytrace	Credit Card Processing Fees	649.99
2/3/2023	SVCW	SVCW Monthly Operating Contribution	591,557.00
2/3/2023	ADP	ADP Fees	280.00
2/9/2023	ADP	Payroll Taxes - Board	636.90
2/9/2023	CalPERS	Retirement Contributions PR 01/27/2023	23,882.59
2/9/2023	ADP	Director Fees Jan 2023	3,193.85
2/9/2023	ADP	Payroll Taxes - 02/10/2023	37,245.65
2/9/2023	ADP	Employee Payroll - Check Date: 02/10/2023	124,422.91
2/10/2023	MissionSquare	Deferred Compensation, Formerly: ICMA	18,735.69
2/13/2023	CalPERS	Health Premiums	60,917.27
2/17/2023	ADP	ADP Fees	320.00
2/21/2023	Bank of the West	Bank Fees	222.05
2/22/2023	ADP	ADP Fees	361.40
2/24/2023	ADP	Employee Payroll - Check Date: 02/24/2023	126,195.18
2/24/2023	ADP	Payroll Taxes - 02/24/2023	37,946.71
2/24/2023	MissionSquare	Deferred Compensation, Formerly: ICMA	13,605.64
2/28/2023	CalPERS	Retirement Contributions PR 02/10/2023	24,794.03
Bank Wires/ACHs from BofW Checking			1,065,316.86

Internal Bank Transfers:

Date	Payee	Purpose	Amount
2/10/2023	Bank of the West Reserve Acct.	Capital Project Reserve	2,000,000.00
2/10/2023	Bank of the West Reserve Acct.	Emergency Capital Reserve	1,000,000.00
Bank Transfers from BofW Checking			3,000,000.00

Summaries:

Withdrawal Summary

Total Checks	1,351,101.03
Total Corp Card	9,978.25
Total Bank Wires / ACHs	1,065,316.86
Total Internal Bank Transfers	3,000,000.00
Total Withdrawals	5,426,396.14

**West Bay Sanitary District
Expenditures By Vendor
7/01/2022 to 02/28/2023**

Withdrawals	Total by Vendor YTD FY 2022-23	Withdrawals February 2023
AAA Fire Protection Services	1,323.05	-
AAA Rentals	11,829.48	395.98
A-A Lock & Alarm	564.48	-
Action Towing	1,404.00	-
Abila	9,257.41	3,027.67
ADP Fees	5,716.40	961.40
ADP-Wage Garnishment	5,721.53	-
Aerzen USA Corp.	2,400.00	-
Airgas Usa, LLC	745.65	98.20
Stephen Albano	39,231.90	-
Allied Crane	955.18	-
The Almanac	11,502.56	-
Alpha Analytical Laboratories	11,420.00	1,080.00
American Highway Products	536.52	-
Aqua Natural Solutions	1,211.04	-
Domenic Andrighetto	471.87	-
AT&T	9,409.73	2,338.55
Atchison, Barisone & Condotti	70,363.63	11,839.91
Seth Avila	500.00	-
Aztec Consultants	15,722.05	-
BAGG Engineers	6,665.00	-
Bank of the West - Credit Cards	66,439.60	352.59
Bank of the West	1,790.20	222.05
Battery Junction Wholesale	2,477.43	-
Bay Alarm	19,150.36	-
Bay Area Air Quality Mgmt Dist	2,800.00	2,316.00
Bay Area Barricade Service Inc	1,936.33	-
Bay Area Paving Co. Inc.	23,273.00	-
Bay Reprographic, Inc.	530.48	-
Bayside Equipment Company	2,641.38	-
Annette Bergeron	7,571.48	-
Jed M. Beyer	96.50	-
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	-
CA Dept Of Tax & Fee Admin	-	-
CASA	14,300.00	-
CA State Disbursement Unit	-	-
CPS HR Consulting	1,741.25	-
Calgon Carbon Corporation	3,084.16	-
Calif. Labor Law Poster Service	192.00	-
CA Regional Water Quality	25,637.00	-
California Car Sounds, Inc.	8,187.34	-
California Water Service	22,947.76	2,199.01
CalPERS - Actuary Fee	-	-
CalPERS - Admin Fees	600.00	-
CalPERS - Unfunded Accrued Liability	10,690.00	-
CalPERS - GASB Fee	1,050.00	-
CalPERS - Retirement	431,583.65	48,676.62
CalPERS - Health Premiums	458,254.01	60,917.27
CalPERS - 1959 Survivor Billing	1,677.90	-
CalPERS Longterm Care Program	914.48	67.27
Carla Carstens	5,521.53	-
Michael Chang	1,263.16	-
Chavan & Associates	14,000.00	-
ChemsearchFE	625.57	-
George Choi & Michele Ono	3,494.44	-
Cintas	30,848.86	3,354.71
City of Foster City	2,140.00	-
City of Menlo Park	615.02	-
City of Menlo Park-Fuel	102,001.45	10,783.50
City of Menlo Park - Water	13,460.01	145.55
Cleanserv Universal Services	9,171.98	1,075.00
Comcast	4,054.01	-
The Concept Genie	8,236.37	-

**West Bay Sanitary District
Expenditures By Vendor
7/01/2022 to 02/28/2023**

Withdrawals	Total by Vendor YTD FY 2022-23	Withdrawals February 2023
Consolidated Parts, Inc	5,084.39	-
Core & Main	26,305.92	6,015.71
Corrosion Protection Solutions	3,860.00	-
Heath Cortez	249.19	249.19
Costco	60.00	-
CSDA	8,810.00	-
CSRMA c/o Alliant Insurance	358,461.37	135,671.00
Cues, Inc.	3,950.00	-
CWEA	690.00	-
D&J Gardening	400.00	400.00
Alan & Lauren Denenberg	3,494.44	-
Dewey Pest Control	18,185.00	9,185.00
Dolphin Graphics	6,233.75	-
Du-All Safety, LLC	14,400.00	1,800.00
Ronald Dalman & Jocelyn Dunn	471.87	-
Duke's Root Control, Inc	267,966.64	-
EDD	124.87	-
Ergoworks	36.88	-
Fast Response On-Site Testing	1,742.40	-
FedEx	2,119.07	-
Fischer Compliance LLC	15,825.00	-
Freyer & Laureta	666,205.67	28,800.00
Dorothy Garcia Bachler	3,494.44	-
Victor Garcia	476.40	-
Global Equipment, Inc	531.61	-
Golden State Reprographics LLC	737.52	237.06
Goldstreet Design Agency, Inc.	4,000.00	-
Govconnection, Inc.	1,697.76	-
Governmentjobs.Com, Inc	4,479.01	-
Grainger	26,943.94	1,358.94
Granite Rock Company	2,516.34	2,516.34
Gurtner Living Trust	471.87	-
HF&H Consultants	21,390.00	1,151.25
Hach Company	111,989.37	12,993.75
Hadronex, Inc.	41,545.86	-
Harben California	5,769.81	-
Harrington Industrial Plastics	301.73	-
Yvonne Harrosh	25,848.00	-
Helix Laboratories, Inc.	2,764.03	-
Home Depot Credit Services	5,896.20	1,113.21
Bob Hulsmann	634.88	-
Mark & Rebecca Hilderbrand	3,494.44	-
ICMA	63,489.56	-
IEDA	6,512.00	814.00
Innovyze	9,035.00	9,035.00
Institute For Local Government	225.00	-
Interstate Traffic Control	153.13	-
Kimball Midwest	4,235.30	-
Bill Kitajima	30,768.33	-
Judy Klein	5,521.53	-
Kone Pasadena	2,389.52	298.69
Alison Krausz	471.87	-
Lasky Trade Printing	607.03	-
Leaf Capital Funding	3,750.22	462.99
Sione Lolohea	325.00	-
Mallory Co.	10,479.73	3,877.38
Lisandro Marquez	250.00	-
Matheson Tri-Gas	599.15	66.63
Medco Supply Company	790.18	-
Menlo Park Fire Protection	2,692.00	-
Menlo Park Hardware Co. #14016	640.22	500.53
Mid Peninsula Abstracts	830.00	-
Mid State Container Sales, Inc	5,185.00	-
Piterman Milanendra	-	-
Mission Clay Products, LLC	4,706.98	-
MissionSquare		32,341.33

**West Bay Sanitary District
Expenditures By Vendor
7/01/2022 to 02/28/2023**

Withdrawals	Total by Vendor YTD FY 2022-23	Withdrawals February 2023
Mission Valley Ford	5,957.00	-
Katrina Montinola	471.87	-
Morse Hydraulics	774.19	290.91
Municipal Maintenance Equip.	15,455.38	-
Napa Auto Parts	1,902.55	414.23
National Auto Fleet Club	131,650.66	-
Navia Benefit Solutions	12,280.69	1,753.30
Paul Andrew Nelson	385.00	-
NeoPost	1,550.00	350.00
Carrie Nevoli - Petty Cash	342.20	-
Keri Nicholas	471.87	-
North Bay Pensions	1,500.00	-
Occasions, Etc.	279.02	-
Occupational Health Centers	2,371.00	-
Ogasawara Landscape Maint.	6,030.00	-
Omega Industrial Supply	6,838.09	-
Ovivo Usa, LLC	238.38	-
Paxxo (USA) Inc	568.46	-
PBM	2,933.98	745.55
Pacific Gas & Electric	218,387.95	21,060.24
Paytrace	4,905.17	649.99
Peninsula Truck Repair	17,567.97	11,807.20
Pier 2 Marketing	1,500.00	500.00
Charles A. Planje	1,584.00	-
Ponton Industries, Inc.	3,554.69	-
Precise Printing And Mailing	3,940.82	1,729.47
Precision Engineering	914,052.95	914,052.95
Preferred Alliance	2,788.23	293.69
PrimePay Fees	956.25	0.00
Principal Life Insurance	49,637.72	6,272.09
Project Ergonomics	488.80	-
Quadient Leasing USA	805.25	-
Quincy Compressor	2,161.19	-
R.A. Nosek Investigations	2,396.00	-
R.D. Kincaide, Inc.	23,111.77	-
Readyrefresh By Nestle	2,734.65	162.64
Recology Peninsula Services	1,995.12	249.39
Red Wing Shoe Store	5,234.37	477.41
Redwood City Health & Wellness	256.50	256.50
Redwood General Tire Co	3,794.62	647.64
City Of Redwood City	9,678.32	-
Todd Reese	225.00	-
Rich Voss Trucking	580.00	-
Samuel M. Rose	1,290.00	1,290.00
SVCW - Monthly Operating Contribution	4,732,456.00	591,557.00
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	213.00	-
San Mateo County Assessor	-	-
San Mateo County Tax Collector	990.00	-
San Mateo County Health	3,360.00	-
County of San Mateo - LAFCO	22,323.00	-
San Mateo Lawn Mower Shop	858.12	-
County of Santa Clara	-	-
SWRCB	18,512.00	-
Robert J. Scheidt	821.03	-
Seekzen Systems	52,339.00	11,725.00
Sensera Systems	2,148.00	-
Shape	54,304.69	54,304.69
Sharp Business Systems	9,670.09	1,206.28
Bob Sick	1,587.36	-
Daniel Siegel	471.87	-
Signa Mechanical	343.25	-

**West Bay Sanitary District
Expenditures By Vendor
7/01/2022 to 02/28/2023**

Withdrawals	Total by Vendor YTD FY 2022-23	Withdrawals February 2023
Spartan Tool	4,121.05	271.57
SPL Laboratories	2,728.50	-
Staples Credit Plan	5,599.06	432.37
Steven Creek Quarry, Inc.	1,127.68	-
Sutter EAP	817.00	-
TJB Investments LLC	25,394.71	-
TPX Communications	25,246.96	3,190.52
Teamsters Local No. 350	7,991.00	1,008.00
Teletrac Navman US	2,447.64	271.96
Telstar Instruments, Inc.	2,934.00	-
Thomas & Associates	491.92	-
William & Susan Thomas	3,494.44	-
Town Of Atherton	3,000.00	-
Towne Ford	85,929.67	-
Uline	955.33	-
Underground Service Alert	13,714.45	-
Univar Solutions USA	9,266.17	-
John Urbanowicz	5,521.53	-
US Bank - CalCards - Credit Cards	18,494.14	-
U.S. Jetting, LLC.	2,224.27	-
US Standard Products Corp	942.32	-
V & A Consulting Engineers	50,216.26	38,940.13
Valley Heating & Cooling	2,270.00	2,270.00
Veolia Water North America	365.43	77.32
Verizon Wireless	12,798.03	2,568.93
Video Voice Data Communication	10,708.95	-
Ramon & Kelly W. Villareal	3,494.44	-
Vision Communications Co.	14,005.01	874.06
Andrew & Kathy L. Waddell	3,494.44	-
Weco Industries	62,488.79	7,485.90
The Weed Solution	3,500.00	-
West Yost & Associates	3,578.00	-
Western States Tool & Supply	523.42	-
Israel White	1,436.71	-
Blake Winchell	5,521.53	-
Woodard & Curran	206,082.32	464.00
Young's Auto Supply Center	866.20	-
Zenon Environmental	8,739.07	8,739.07
Total Vendor Withdrawals	15,392,553.62	2,087,129.28
<u>Wages & Payroll Taxes</u>		
Salaries/Wages - Net Pay	2,379,435.61	250,618.09
Directors Fees - Net Pay	24,825.04	3,193.85
Payroll Taxes	810,839.14	75,829.26
Performance Merit Program - Net Pay	213,353.66	-
Total Payroll	3,428,453.45	329,641.20
Total External Withdrawals	18,821,007.07	2,416,770.48
<u>WBSD Transfers:</u>		
WBSD LAIF Account	5,000,000.00	-
WBSD Investment Accounts	12,202,111.08	-
Public Agency Retirement Services	-	-
Other Transfers	3,001,000.00	3,000,000.00
Total Transfers	20,203,111.08	3,000,000.00
Total Withdrawals	39,024,118.15	5,416,770.48

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

To: Board of Directors
From: Bob Hulsmann, Operations Superintendent
Subject: WBSD Operations and Maintenance Report – February 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	SSO	Service Calls- Unit 208			
											Cat. 1	Cat. 2&3s	Call Outs	Sch PM
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														
April														
May														
June														
July														
August														
Sept.														
Oct.														
Nov.														
Dec														
Yr to date	14.4	9.8	2.5	6.8	8.0	17.0	138.0	0.0	0.0	1.0	178.0	12.0	0.0	717.0
2023 Goals	120.0	50.0	n/a	45-50	50-65	90	n/a	<10	<	4	n/a	n/a	n/a	n/a
2022 Results	120.9	53.6	7.5	**40.3	**92	100	774	0	1	2	858	97	2	3161
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 – February 2023

Town of Los Altos Hills O & M Report 22/23									
	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 Outs
Temp Help	Miles	Miles	Miles	Miles	Qty.	Qty.			
23-Jan	0.8	1.3	0.1	0.9	4	0	1	0	0
February	1.8	0.3	0.3	0.8	4	0	0	0	0
March	1.5	0.3	0.1	1.3	5	0	0	0	0
April	0.0	1.6	0.3	0.0	4	0	0	0	0
May	1.5	1.6	0.0	0.8	4	0	0	0	0
June	3.0	0.5	0.1	0.5	4	0	0	0	0
July	1.2	0.5	0.0	0.9	4	0	0	0	0
*22-Aug	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
** Yr to date	13.1	12.6	1.4	9.7	49	0	1	1	1
FY22/23Goals	10.6	14.4	n/a	8.1	52	n/a	n/a	n/a	n/a

* = August- Start of Contract



**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 – February 2023



Yearly Summary Report

3/2/2023
9:20 AM

Dates Between 3/1/2022 and 2/28/2023

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	0.2	0.0	0.0	8	0.0	0.0	0.0	1.0
April	0.00	0.0	0.0	1.1	10	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	4.43	0.0	0.0	0.0	8	0.0	1	0.0	0.0
Totals	4.62	0.7	0.0	1.1	98	0.0	1	0.0	1.0

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

To: Board of Directors

From: Fariborz Heydari, Project Manager

Subject: Consider Resolution Accepting Deed of Easement Pursuant to Class 3 Sewer Permit No. 1621 for the Sewer Realignment required for 1173 Saratoga Ave, East Palo Alto, California

Background

The District has a 6-inch mainline within a public utility easement (PUE) along the rear property line of the original subdivision at 1173 Saratoga Avenue. Due to construction of an Accessory Dwelling Unit (ADU) over the PUE, the existing PUE is being vacated and a new PUE is being dedicated to the District.

Recommendation

The Projects Manager recommends that the Board adopt the attached Resolution accepting the Deed of Easement.

Attachments: Resolution ____ (2023), Grant Deed of Easement

RESOLUTION NO. _____ (2023)

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BE IT RESOLVED that the President and Secretary of the West Bay Sanitary District be and are hereby authorized to accept the attached Grant Deed of Easement by and between the following parties:

Piterman Milanendra Pritam V TR, Milans Freedom Trust

BE IT FURTHER RESOLVED that the General Manager is hereby directed to place the same on record.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 8th day of March, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Attest:

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

RECORDING REQUESTED BY:
WEST BAY SANITARY DISTRICT

WHEN RECORDED MAIL TO:
WEST BAY SANITARY DISTRICT
500 LAUREL STREET
MENLO PARK, CA 94025

Title Order No. N/A
Escrow No. N/A
Parcel No.

GRANT DEED OF EASEMENT

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX is \$0 CITY TAX is \$0 DEED TO PUBLIC AGENCY

computed on the full value of the property conveyed, or

computed on full value less value of liens or encumbrances remaining at the time of sale,

this is a conveyance of an easement and the consideration and value is less than \$100, R & T 11911 & R&T 11922.

Unincorporated area of San Mateo County City/Town of _____

FOR NO CONSIDERATION, receipt of which is hereby acknowledged, I (we)

Piterman Milanendra Pritam V TR, Milans Freedom Trust

Hereby GRANT(S) to:

West Bay Sanitary District, a Public Agency organized and existing under the laws of the State of California,

A perpetual easement to construct, install, maintain, use, repair, remove, replace any and all pipeline, fittings, and related facilities necessary for the operation of a wastewater conveyance system in the area described as follows over the following described real property in the City of East Palo Alto, County of San Mateo, State of California; more particularly described in Exhibit "A" and "B", attached hereto, and by this reference incorporated herein.

West Bay Sanitary District, its employees and agents shall have the right to enter upon the herein described real property at any and all times with such tools and equipment as may be necessary or convenient for the exercise of the rights herein granted to West Bay Sanitary District.

No building or structure of any kind shall be constructed upon the herein described easement, and should a building or structure be erected in violation of this provision, West Bay and its successors and assigns may still exercise all rights herein granted and shall have the right to remove, or cause grantor to remove, at Grantors expense, any building or structure that may be erected upon or over the said parcel of real property. West Bay Sanitary District shall not be held liable in any manner whatsoever for any damages thereby incurred, nor shall West Bay have any obligation to replace any structure that may be removed from said property.

This grant of easement shall be binding upon and shall inure to the benefit of the respective administrators, executors, personal representatives, successors and assigns of the parties hereto.

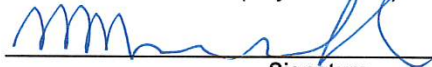
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBITS "A" AND "B" MADE A PART HEREOF

Also Known As: 1173 Saratoga Ave., East Palo Alto, CA

Assessor's Parcel Number: 062-121-320

Executed on February 18, 2023 at Oakland CA
(City and State)

M. Milanendra Pritam V Piterman
Printed Name


Signature

Executed on _____ at _____
(City and State)

Printed Name

Signature(s)

(ATTACH NOTARY CERTIFICATE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

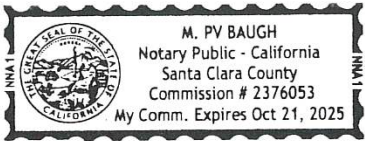
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On Feb. 18, 2023 before me, MPV Baugh
Date Here Insert Name and Title of the Officer
personally appeared Milanendra Pritam V Riterman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Deed of Easement Document Date: 2-18-2023

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

January 19, 2023

EXHIBIT "A"

**LEGAL DESCRIPTION
PROPOSED SANITARY SEWER EASEMENT
1173 SARATOGA AVENUE, EAST PALO ALTO, CA**

All that certain real property situate in the City of East Palo Alto, County of San Mateo, State of California, being a portion of Lots 8, 9, 10 and 11, Block 7, as shown on that certain Map entitled "Bayshore Park, San Mateo County, California", filed for record in the Office of the Recorder of said County and State on December 22, 1926, in Volume 14 of Maps at Pages 60 through 62, and being more particularly described as follows:

BEGINNING at the northeasterly corner of said Lot 8;

Thence along the easterly line of said Lot 8 South 22°05'00" West, 47.93 feet;

Thence leaving said line North 81°54'09" West, 22.79 feet;

Thence South 16°19'57" West, 28.86 feet;

Thence South 22°24'12" East, 27.43 feet to the easterly line of said Lot 10;

Thence along the easterly lines of said Lot 10 and Lot 11 South 22°05'00" West, 98.28 feet to the southeasterly corner of said Lot 11;

Thence along the southerly line of said Lot 11 North 67°55'00" West, 6.00 feet;

Thence leaving said line North 22°05'00" East, 92.97 feet;

Thence North 22°24'12" West, 29.82 feet;

Thence North 16°19'57" East, 38.59 feet;

Thence South 81°54'09" East, 25.52 feet;

Thence North 22°05'00" East, 41.18 feet to the northerly line of said Lot 8;

Thence along said northerly line South 67°55'00" East, 6.00 feet to the POINT OF BEGINNING.

As shown on Exhibit "B", attached hereto and made a part hereof.

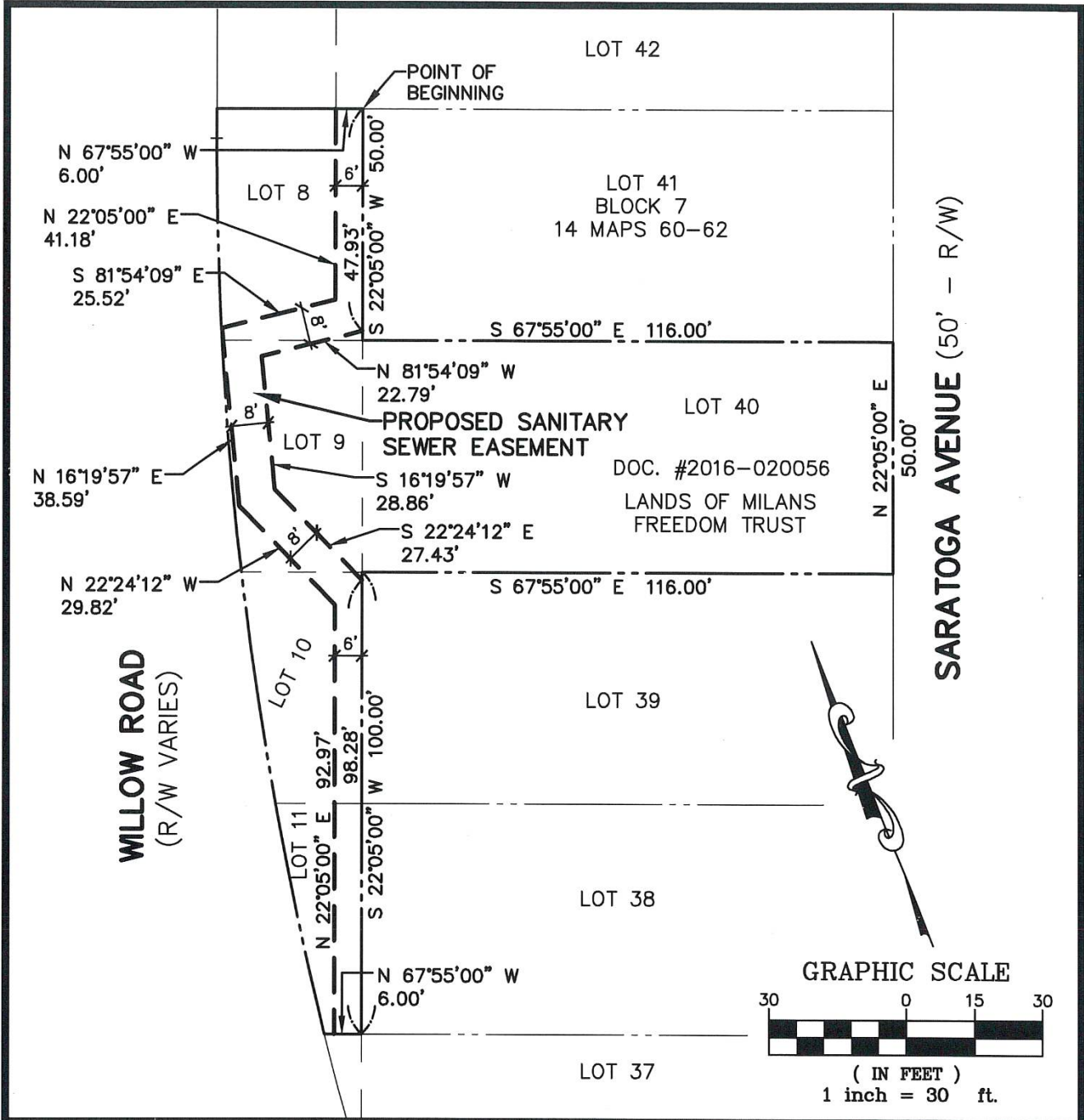
Description prepared by MacLeod and Associates, Inc.



Daniel G. MacLeod L.S. 5304

JAN. 19, 2023
Date:





**TITLE: EXHIBIT "B" - PLAT TO ACCOMPANY LEGAL DESCRIPTION
 SANITARY SEWER EASEMENT**

EAST PALO ALTO		SAN MATEO COUNTY		CALIFORNIA	
PREPARED FOR: MAYURENDRA BAUGH	PLAT: DJK	SCALE: 1" = 30'	DATE: 01-18-23	JOB #: 5139-21	

MACLEOD AND ASSOCIATES

CIVIL ENGINEERING • LAND SURVEYING
 965 CENTER STREET SAN CARLOS CA 94070 (650) 593-8580

January 19, 2023

**LEGAL DESCRIPTION
FOR EXISTING SANITARY SEWER RIGHTS IN 6-FOOT WIDE PUBLIC UTILITY
EASEMENT TO BE ABANDONED
1173 SARATOGA AVENUE, EAST PALO ALTO, CA**

All sanitary sewer rights lying within that 6-foot wide Public Utility Easement lying westerly of and contiguous to the easterly lines of Lots 8, 9, 10 and 11, Block 7, as shown on that certain Map entitled "Bayshore Park, San Mateo County, California", filed for record in the Office of the Recorder of San Mateo County, State of California, on December 22, 1926, in Volume 14 of Maps at Pages 60 through 62.

Description prepared by MacLeod and Associates, Inc.



Daniel G. MacLeod L.S. 5304

JAN. 19, 2023

Date:



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WEST BAY SANITARY DISTRICT AGENDA ITEM 3G

To: *Board of Directors*

From: *Fariborz Heydari, Project Manager*

Subject: **Consider Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1621 for the Sewer Realignment Required for 1173 Saratoga Avenue, East Palo Alto, California**

Background

The District has a 6-inch mainline within a public utility easement (PUE) along the rear property line of the original subdivision at 1173 Saratoga Avenue. The owner had begun construction of an Accessory Dwelling Unit (ADU). Upon discovery of the encroachment of the ADU over the PUE, the City of East Palo Alto issued a stop work order. To avoid the burden and expense of relocating or demolishing the ADU, the property owner proposed to realign the existing public sewer with new easements around the ADU.

Analysis

The Board issued this Permit at the Regular Meeting of June 22, 2022.

The work has been completed, inspected, tested, and approved by staff as being in conformance with District Standards. The property owner has submitted a one-year guarantee for the work in the form of a maintenance bond.

Recommendation

The Project Manager recommends that the Board accepts these facilities and directs the General Manager to approve the Class 3 Permit No. 1621.

Attachments: Class 3 Permit No. 1621
Exhibit A: Site map

WEST BAY SANITARY DISTRICT

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

Permit Number
1621

Type _____

APPLICATION FOR CLASS 3 SEWER PERMIT

To the WEST BAY SANITARY DISTRICT:

The undersigned, being the Owner Owner's Agent of the property located at

1173 SARATOGA AVE. EAST PALO ALTO

does hereby request permission to construct sanitary sewers and related facilities to serve a

Residential Non-residential Development at said location.

ENGINEER'S

DAN MACLEOD

Name

985 CENTER ST.

Address

SAN CARLOS CA
94070

CONTRACTOR'S

Name

Address

OWNER'S

PITERMAN, MIRANDA

Name

15 N HILL CT. OAKLAND 94618

Address

Baljit D. Vikram Singh P.A

Applicant's Signature

BALJIT D. VIKRAM SINGH

Signed by - Please Print Name

27082 Horseshoe Ln. Los Altos Hills.

Address

Receipt of \$ 585.00 Application Fee is hereby acknowledged

2 Reese 6/3/22

Date

Receipt of \$ _____ Cash Deposit or Performance Bond

Comments Sewer main relocation

Approved by the District Board on _____

Application approved and permit issued:

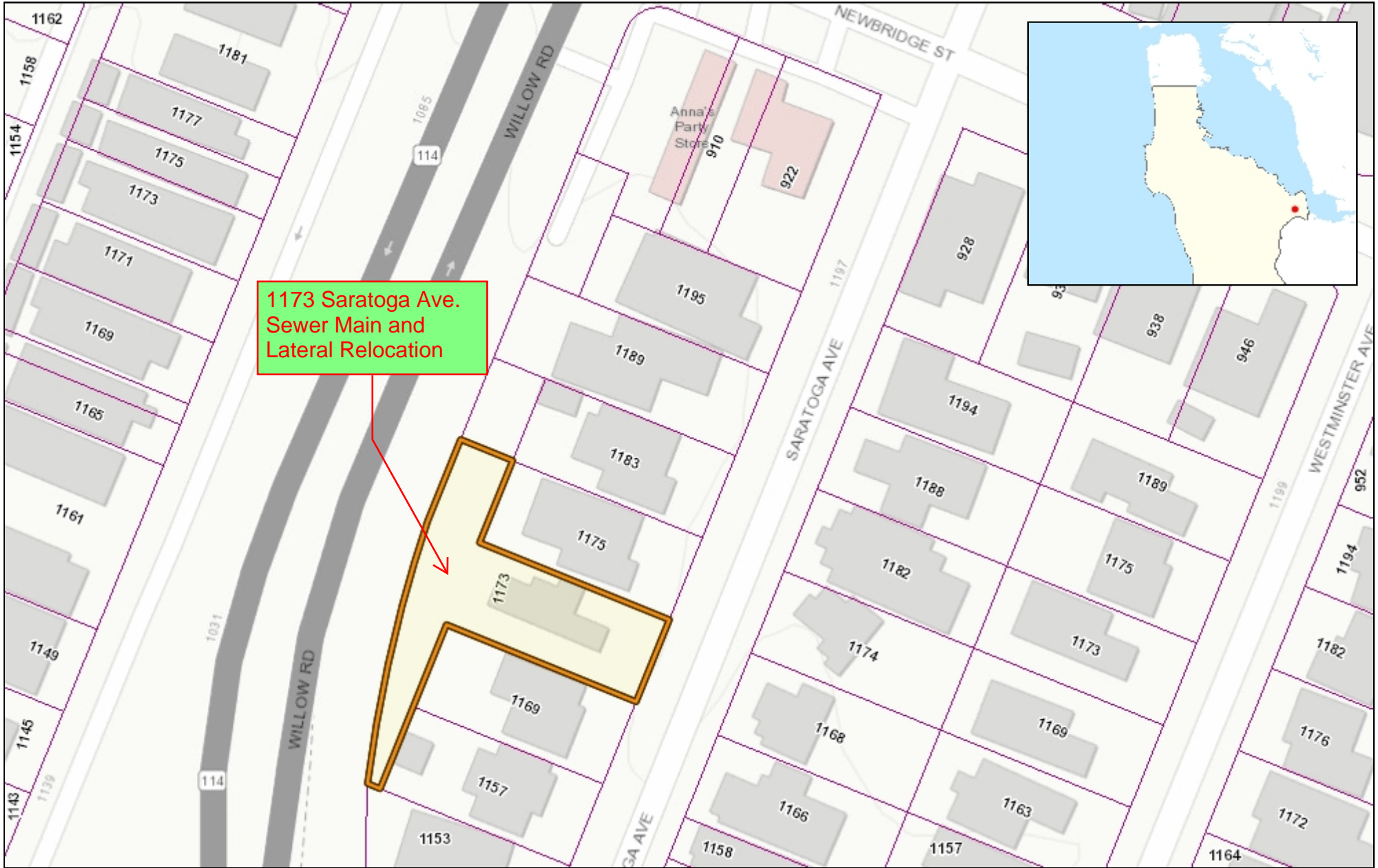
WEST BAY SANITARY DISTRICT
Sergio Ramirez, District Manager

Date _____

By _____

Final Acceptance by the District Board on _____

3G-2



**1173 Saratoga Ave.
Sewer Main and
Lateral Relocation**

0.04 0 0.02 0.04 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

1:1,128

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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

To: Board of Directors

From: Project Manager

Subject: Consider Authorizing the General Manager to Issue Class 3 Sewer Permit No. 1618 for the Construction of Wastewater Facilities for 155 Grove Drive, Portola Valley, California

Background

This permit request is for the construction of a Grinder Pump System that will connect to a WBSD force main (FM) located on Grove Drive on Portola Valley.

Analysis

The plans, profiles, and engineering calculations for the proposed facilities have been reviewed by staff and corrections have been made to conform to District requirements. The owner has paid all associated fees.

Recommendation

The Project Manager recommends that the Board direct and authorize the General Manager to issue Class 3 Sewer Permit No. 1618.

Attachment: Class 3 Permit No. 1618
Site Map
Resolution ____ (2023)
Notice of Exemption

WEST BAY SANITARY DISTRICT

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

Permit Number
1618

Type _____

APPLICATION FOR CLASS 3 SEWER PERMIT

To the WEST BAY SANITARY DISTRICT:

The undersigned, being the Owner Owner's Agent of the property located at

155 Grove Drive, PV

does hereby request permission to construct sanitary sewers and related facilities to serve a

Residential Non-residential Development at said location.

ENGINEER'S

MURRAY ENGINEERS

Name

935 FREMONT AVE LOS ANGELES

Address

CA 94024

CONTRACTOR'S

CSI CUSTOM HOMES / TODD BLOCKER

Name

1755 EAST BAY SHORE #274

Address

REDDING CA 94063

Receipt of \$ 585.00 Application Fee is hereby acknowledged

Date

Receipt of \$ 2,000.00 Cash Deposit or Performance Bond

Comments _____

Approved by the District Board on _____

Application approved and permit issued:

WEST BAY SANITARY DISTRICT

Sergio Ramirez, District Manager

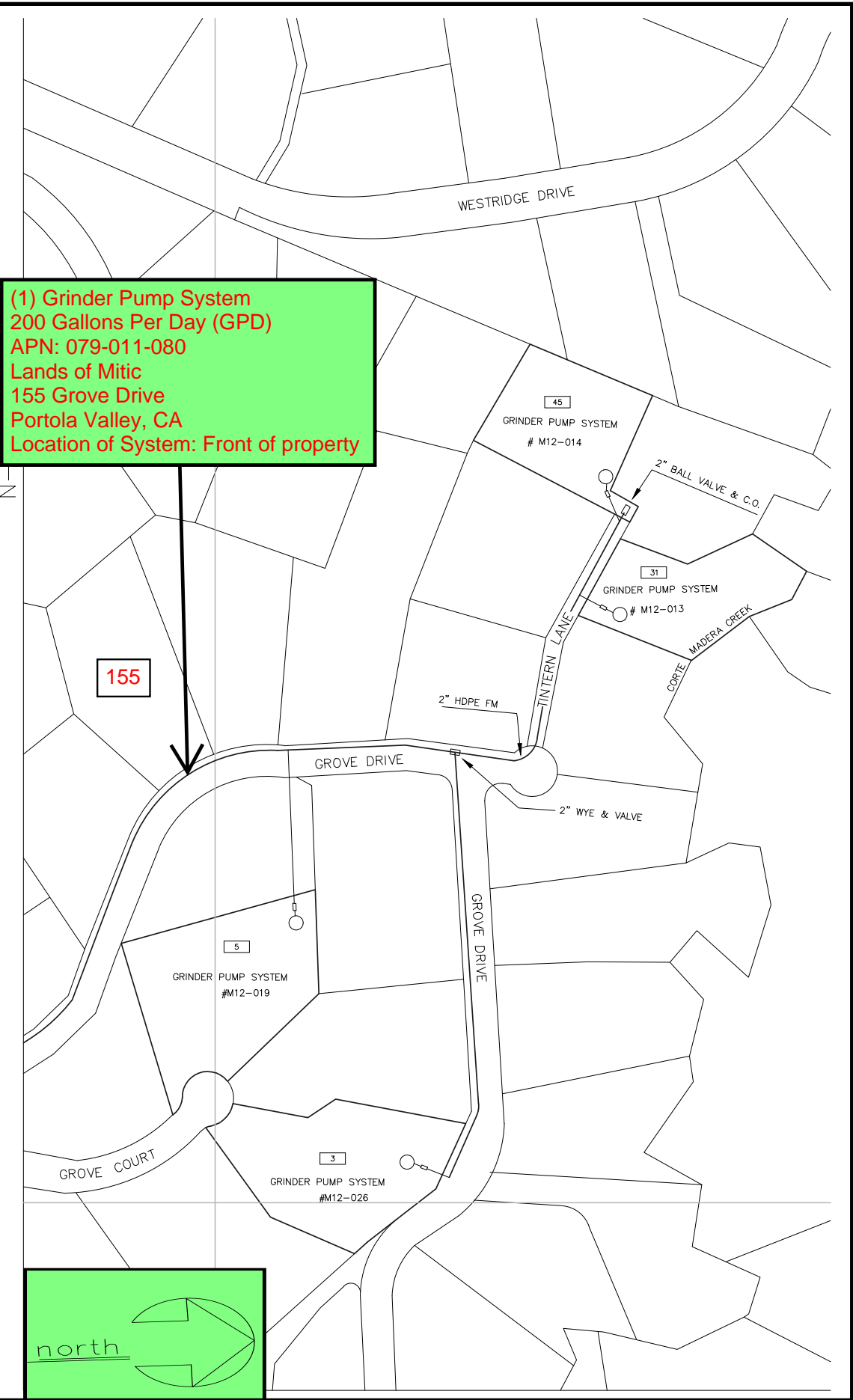
Date _____

By _____

Final Acceptance by the District Board on _____

(SEE PERMIT CONDITIONS ON REVERSE)

(1) Grinder Pump System
200 Gallons Per Day (GPD)
APN: 079-011-080
Lands of Mitic
155 Grove Drive
Portola Valley, CA
Location of System: Front of property



RESOLUTION NO. _____ (2023)

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT
COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BE IT RESOLVED, by the District Board of West Bay Sanitary District, County of San Mateo, State of California, as follows:

ENVIRONMENTAL IMPACT REVIEW

Name of Project: 155 Grove Drive, Portola Valley, California –
Grinder pump system

Location: 155 Grove Drive, Portola Valley, California

Entity or Person Undertaking Project: Mitic Kathleen C TR

Determination of the District Board:

This District Board of West Bay Sanitary District determines, upon Staff recommendation, that another public agency, specifically the San Mateo LAFCo, is the lead agency for this project.

The District Board hereby certifies that it has reviewed the Negative Declaration prepared for this project and has considered the contents thereof. The Board finds that this document is adequate for use by the District in its review of the project.

The District Board finds that the following feasible alternatives and/or mitigation measures within its powers, would substantially lessen any significant effects which the project would have on the environment:

N/A

The Board certifies that the Negative Declaration has been prepared and completed in compliance with the California Environmental Quality Act and the State Guidelines.

The Board finds that the project Environmental Impact Report identifies the following significant effects:

N/A

The Board further finds that for each of these significant effects.

N/A Changes or alterations have been required in, or incorporated, into the project which mitigate or avoid the significant environmental effects thereof as identified in the Environmental Impact Report.

N/A Such changes or alterations are within the responsibility and jurisdiction of a public agency other than the District. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

N/A Specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the Environmental Impact Report.

Based upon the foregoing, and upon compliance with District regulations and requirements, as applicable, the project is hereby:

_____ Approved

_____ Disapproved

The of West Bay Sanitary District is directed to prepare a Notice of Determination pursuant to the provisions of the State Guidelines Implementing the California Environmental Quality Act adopted by Resolution No. IIO5 of this District Board. The General Manager is ~~(further)~~ (not) directed to prepare and file a Statement of Overriding Consideration pertaining to the approval of this project pursuant to the provisions of the same Guidelines.

Passed and adopted by the District Board of West Bay Sanitary District at a regular meeting thereof held on the 8th day of March, 2023, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Attest:

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

Notice of Exemption

To: County Clerk
County of Santa Clara

From: West Bay Sanitary District

Project Title: 155 Grove Drive, Portola Valley, California – Grinder pump system

Project Location – Specific: 155 Grove Drive, Portola Valley, California 94028

Project Location – Town: Town of Portola Valley

Project Location – County: San Mateo

Description of Project: Grinder pump System

Name of Public Agency Approving Project: West Bay Sanitary District

Name of Person or Agency Carrying Out Project: Mitic Kathleen C TR

Exempt Status:

CEQA Guidelines Section 15601(b)(3), General Rule;

Categorical Exemption. Class 3 – Section 15303 (a) (d) of the State CEQA Guidelines.

(a) Single-family residences not in conjunction with the building of two or more units.

(d) Water main, sewage, electrical, gas and other utility extensions of reasonable length to serve such construction.

Reasons why project is exempt:

This project is exempt from CEQA because it can be “seen with certainty that there is no possibility that the activity in question may have a significant impact on the environment.” This certainty is based on the District’s past experience with numerous sewer construction projects of this nature, and the mitigated measures included in all such projects to alleviate any impacts. Most project elements also are exempt as extension of utilities of a reasonable length to serve such construction.

Lead Agency: West Bay Sanitary District

Lead Agency Contact Person: Sergio Ramirez

(650) 321-0384

Signature

Date: _____ Title: General Manager

“PRELIMINARY REVIEW”

155 Grove Drive, Portola Valley, California – Grinder Pump System
March 1, 2023

INTRODUCTION. At the March 8, 2023, District Board Meeting, the Board will consider the approval of the Class 3 sewer permit for the construction of a Grinder pump system for the Lands of Davidson; and the authorization for the filing of a California Environmental Quality Act (CEQA) “Notice of Exemption” for the project. This project is proposed by the property owner, Mitic Kathleen C TR

EXEMPTION REVIEW. In compliance with CEQA Guidelines, this “preliminary review” of the Grinder System Project at 155 Grove Drive, Portola Valley, California was conducted to determine whether the project is exempt from CEQA. Based on this review, staff has concluded that the project is exempt from CEQA under several sections of the guidelines. In summary, the project would not have any significant impacts on the environment because it includes little or no expansion of capacity, and will employ mitigation measures to alleviate any impacts.

This preliminary review presents and elaborates upon the rationale for the conclusions reached by staff.

Staff has concluded that all project elements are exempt under CEQA Guidelines section 15061(b)(3) (known as the “General Rule”), since it can be “seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.”

This certainty is based on the District’s past experience with numerous sewer construction projects of this nature, and the mitigation measures included in all such projects to alleviate any impacts.

Past Experience. The District has completed many miles of sewer construction projects and pump station rehabilitation projects in residential areas throughout Menlo Park, Atherton, the County of San Mateo, and the Portola Valley area. While construction-related impacts on land use, traffic, noise, air quality, erosion, drainage, public safety, and cultural resources can occur, no significant environmental impacts have resulted from this work.

The reasons these have been “less-than-significant” include the short-term nature of construction activities, application of the District’s standard construction mitigation measures, good community relations outreach programs to inform project area residents of construction activities, and active coordination with local jurisdictions.

Construction Mitigation Measures. Specific impact mitigation measures will be included in the proposed project to avoid, minimize, reduce, or rectify for construction-related impacts. These measures are used on all sewer construction projects. The measures address dust control; erosion control; noise control; protection of soils; provision for adequate drainage; protection and restoration of structures; precautions for working

near sensitive and unique vegetation, protection and restoration of vegetation, landscaping, and improvements; public health and safety precautions; community notifications; traffic control; and preservation of cultural resources.

Most project elements also are exempt as extension of utilities of a reasonable length to serve such construction.

Staff has concluded that most project elements are “categorically exempt” under CEQA Guidelines Section 15303 (a) (Single-family residences not in conjunction with the building of two or more units) and Section 15303 (d) (Water main, sewage, electrical, gas and other utility extensions of reasonable length to serve such construction).

This project is being implemented to provide sanitary sewer service to this parcel and remove the on-site septic system.

CONCLUSION. Based on the information presented herein, staff has concluded that all of the installation of the Grinder Pump System and force main extension is exempt from CEQA under the CEQA Guidelines Section 15061(b)(3) (the General Rule), and that most project elements are also exempt under CEQA Guideline Section 15303(a) and (d).



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

1) Administrative:

- a. Staff has been meeting regularly to update the General Code of Regulations and the Standard Specifications and Detail Drawings. General Counsel will be asked to review the items before bringing it to the Board.
- b. The 2023 Master Plan kick off meeting was held on February 28th.
- c. Staff is researching tax roll firms to assist with this year's tax roll preparation. Union City Sanitary District seems to have a good option but staff will continue to research others.

2) Finance:

- a. An invoice was submitted to Sharon Heights Golf and Country Club for the forcemain break on the new Phil Scott Pump Station to the recycled water facility influent pipeline.
- b. Spending against the National Fish and Wildlife Foundation grant of \$4.9 million has begun.
- c. The Meta finance agreement will be brought to the Board for approval. The agreement provides for 43.3 percent reimbursement for the Project Management costs by Meta.

3) CIP Projects:

a. Construction Capital Improvement Program (CIP):

- i. The Bayfront Park Sewer Improvements Project awarded to Ranger Pipelines Inc. will begin as material are secured in the next month or so.
- ii. The Alberni Street and Menalto Avenue sewer main replacement in East Palo Alto was completed. Punch list items are being addressed.

b. Levee Improvement Project:

- i. Approval for the Levee Improvement Project call-for-bids will come to the Board at a Regular Board Meeting in March.

4) Information Technology (IT):

- a. Staff negotiated a better monthly maintenance plan with Streamline the new website developer.
- b. Staff will begin migrating to Microsoft Office 365 in early 2023.

Report to the District Board for the Regular Meeting of March 8, 2023

Additional information or topics may be introduced by the GM verbally during the Board meeting.

- 5) **Operations and Maintenance:**
 - a. **Collection System:**
 - i. Staff will present an update on the success of the HomeServe sewer lateral replacement program at the next Regular Board Meeting.
 - b. **Pump Facilities:**
 - i. The Pump Supervisor and Superintendent continue to research the replacement options for the outdated telemetry ISAC System.
 - c. **Training:**
 - i. Staff has been working on the new Standard Operating Procedures and Job Safety Analysis. General Manager will report further at the March 8, Board Meeting.
- 6) **Water Quality:**
 - a. **Sharon Heights Golf and Country Club (SHGCC):**
 - i. Approval for the Avy Altschul Pump Station Project call-for-bids will come to the Board at a Regular Board Meeting in March.
 - b. **Bayfront Recycled Water Facility (BRWF):**
 - i. Project Management should begin shortly with an expected recycled water delivery date of Q1 2026.
 - c. **Woodside Recycled Water Facility (BRWF):**
 - i. The Woodside Recycled Water Facility feasibility is underway. Menlo Country Club is exploring a large facility similar to SHGCC.
- 7) **Fleet and Facilities:**
 - a. **Vehicle Maintenance:**
 - i. The District is wait receipt of the new Combo Jet-Vac Unit ordered last year. The unit is expected to arrive later this year.
- 8) **Personnel:**
 - i. The Associate Engineering recruitment continues.
- 9) **Upcoming Events:**
 - a. **Next Regular Board Meetings:** Wednesdays, March 8th and March 22nd.
- 10) **Misc. Items:**
 - a. **West Bay:** The District experienced 1 sanitary sewer overflow (SSO) due to a forcemain break on the new Phil Scott Pump Station to the recycled water facility.
 - b. **Town of Los Altos Hills:** Crews continue to clean and video inspect the Town's system.
 - c. **Town of Woodside:** Staff is working with the Town to secure their own bypass equipment.

Report to the District Board for the Regular Meeting of March 8, 2023

Additional information or topics may be introduced by the GM verbally during the Board meeting.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 5**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Consider Authorizing General Manager to Execute the Finance Agreement for Project Management of the “Bayfront Recycled Water Facility Project” with Peninsula Innovation Partners, LLC

Background

The Bayfront Recycled Water Facilities Plan was completed in 2019 and recently updated. Since finalizing this plan, the District has been coordinating with the City of Menlo Park and potential recycled water customers to better understand their recycled water needs. The Final EIR for the project has been completed. Using this new information, the District and Woodard & Curran updated the demand estimates, capacity needs for the recycled water facility, recycled water distribution system, and phasing of the project. HF&F Consultants, LLC conducted a Recycled Water Facility Financial Plan which identified users and their proportionate Contributions in Aid of Construction.

Staff has been working with Meta Platforms, Inc. (Meta) through the Signature Group to identify and secure recycled water capacity for the Willow Village Project in Menlo Park.

Analysis

Meta is a key stakeholders and one of several developers interested in recycled water for their projects. This venture assists the City of Menlo Park with their Urban Water Management Plan as it reduces the dependency for potable water.

Meta seeks to secure system capacity in the Project capable of producing 0.26 MGD Average Day Peak Month of recycled water to serve the Willow Village Project, which equates to approximately 43.3 percent of the Project’s current production capacity.

The finance agreement or memorandum of understanding (MOU) is intended to establish the terms for the initial funding of Contract B Statement of Work (SOW) and to serve as the basis for development and execution of a comprehensive agreement for the construction and operation of the project.

Fiscal Impact

The Bayfront Recycled Water Facility Project Management support services for Contract-B is \$950,890. Meta has agreed to fund 43.3 percent or \$411,735.37 of the Project Management costs. The difference will be finance with the Recycled Water Fund and will be reimbursed by developers and users of recycled water as they join in the project.

Recommendation

The District Board Authorize the General Manager to execute the Finance Agreement with Peninsula Partners, LLC for Contract-B Project Management, Engineering and Support Services from Woodard & Curran for the Bayfront Recycled Water Facility Project.

Attached: West Bay – Meta - Willow Village MOU 2023-03-01

MEMORANDUM OF UNDERSTANDING FOR REIMBURSEMENT OF PROJECT EXPENSES FOR
BAYFRONT RECYCLED WATER FACILITY PROJECT MANAGEMENT SERVICES FOR PRELIMINARY
DESIGN, PERMITTING AND DESIGN-BUILD TEAM SELECTION

This Memorandum of Understanding (“MOU”) is made and entered into on the day on which it has been duly executed by all parties hereto, by and between the West Bay Sanitary District (“West Bay”) and Peninsula Innovation Partners, LLC (“Developer”) (collectively the “Parties”) and provides as follows:

RECITAL

WHEREAS, West Bay is a Sanitary District organized and existing under the Sanitary District Act of 1923 (Cal. Health & Safety Code § 6400, et seq.), and provides wastewater collection and conveyance services to the Cities of Menlo Park, Atherton and Portola Valley, and portions of East Palo Alto, Woodside and unincorporated San Mateo and Santa Clara counties; and

WHEREAS, in 2014, West Bay conducted a market survey to assess the feasibility of including recycled water services into its portfolio. In addition to a recycled water treatment plant at the Sharon Heights Golf and Country Club (SHGCC) that was completed in 2020 (the “Sharon Heights Project”), it identified a need for recycled water to serve new development in the Bayfront area; and

WHEREAS, Developer is an entity duly organized and existing under the laws of the State of Delaware that owns that certain real property located in the City of Menlo Park, California located at 1350–1390 Willow Road, 925–1098 Hamilton Avenue and 1005–1275 Hamilton Court and is currently pursuing development of a multi-phase, mixed-use development (the “Willow Village Project”); and

WHEREAS, under the City of Menlo Park General Plan, all new development must comply with the water conservation measures stipulated therein. New development within the Bayfront District area is required to be dual plumbed for internal use of recycled water, and for buildings equal to or exceeding 250,000 square feet the City requires identification and use of an alternate water source for all City-approved non-potable applications; and

WHEREAS, notwithstanding the foregoing, the City of Menlo Park does not currently have the capability to provide recycled water to customers within the Menlo Park Menlo Water (MPMW) service area boundary; and

WHEREAS, Developer has identified the need for recycled water for the Willow Village Project in the amount of 0.26 MGD Average Day Peak Month, 0.17 MGD Average Day and approximately 58 MG annually; and

WHEREAS, in February, 2019, West Bay completed the Bayfront Recycled Water Facilities Plan (the “2019 Plan”) prepared by Woodard & Curran (“W&C”), which performed additional market

assessment, studied recycled water treatment requirements, evaluated potential project alternatives, and identified a recommended project that would divert wastewater from the trunk sewer pipelines near the intersection of Bayfront Expressway and Marsh Road and pump the wastewater to the Bayfront satellite treatment facility located at the former wastewater treatment plant at the end of Marsh Road. The new treatment facility would include grit removal and fine screening, biological reactor tanks, membrane bioreactor treatment (MBR) system, and ultraviolet (UV) disinfection with the objective of providing high quality recycled water with a not to exceed TDS of 500 mg/l. The product water would be stored in a recycled water tank and a distribution pump station would be used to deliver recycled water to customers in the Bayfront District area for irrigation, cooling towers and other non-potable, indoor uses; and

WHEREAS, the 2019 Plan recommended a 0.4 MGD MBR treatment and UV disinfection facility delivering approximately 220 acre-feet per year (AFY) of disinfected tertiary recycled water for cooling tower, indoor, and irrigation uses in the Bayfront area including areas covered or owned by ConnectMenlo, Caltrans, and Mid-Peninsula High School; and

WHEREAS, on July 22, 2021, W&C prepared an updated Technical Memorandum (the “Capital Cost Estimate” or “CCE”) detailing the basis, assumptions, and opinion of probable cost for the Bayfront Recycled Water Project (the “Project”). The CCE proposed a revised recycled water distribution pipeline alignment, and updated recycled water demand data and uses obtained from developers in the Bayfront District area; and

WHEREAS, based on this this new information and the experience from the Sharon Heights Project, the CCE recommended alternative from the 2019 Plan was updated to increase the initial capacity of the RWF to 0.6 MGD with the option and features to allow expansion to 0.8 MGD in the future, add recycled water storage, and consider additional treatment to lower total dissolved solids (TDS) concentration and address potential recycled water color/appearance issues; and

WHEREAS, West Bay has received a draft Scope of Work from W&C for Project Management Services (Contract B) for Preliminary Design, Permitting and Design Build Team Selection (Attached hereto as Exhibit A) at a cost of \$950,890 (the “Contract B SOW”); and

WHEREAS, on November 23, 2021, HF&H Consultants, LLC issued its Recycled Water Facility Financial Plan (the “RWFFP”) which, based on the CCE, outlines potential funding strategies to develop a recycled water facility by West Bay for distribution to new developments and existing District customers within the Bayfront District area; and

WHEREAS, the RWFFP lays out projected capital and operating costs to construct and operate the Project, and options for Project funding and the projected costs to future users; and

WHEREAS, the W&C market assessment survey identified six new developments that will be required to use recycled water, and their projected average day of the peak month demand (in Million Gallons per Day (MGD)) as follows:

Figure 1. Interested Developers and Projected Recycled Water Needs

Project/Developer	Average Day of Peak Month Demand	% of Peak Demand
	(MGD)	
Willow Village (Signature)	0.260	43.3%
123 Independence (Sobrato)	0.001	0.1%
1350 Adams (Tarlton)	0.039	6.5%
Menlo Portal (Greystar)	0.013	2.1%
Menlo Uptown (Greystar)	0.012	2.0%
Menlo Flats (Greystar)	0.007	1.1%
CS Bio	0.006	1.0%
WBSD Extra Capacity	0.263	43.9%
	0.600	100.0%

; and

WHEREAS, Developer seeks to secure system capacity in the Project capable of producing 0.26 MGD Average Day Peak Month of recycled water to serve the Willow Village Project, which equates to approximately 43.3 percent of the Project’s production capacity; and

WHEREAS, this MOU is intended to establish the terms for the initial funding of Contract B SOW and to serve as the basis for development and execution of a comprehensive Agreement (the “Agreement”) for the construction and operation the Project, and the allocation of priority system capacity therein to Developer in proportion to its percentage contribution toward the Project’s costs.

TERMS

1. The parties agree that the principles of the California State Constitution and California Statutory Law and State Regulations (Water Code Sections 13550-13551 and Water Code Section 106) shall apply to the Project.
2. Pending the final approval of the Agreement by West Bay and Developer (in their sole and absolute discretion), the Parties agree that Developer shall reimburse West Bay for 43.3% (“Developer’s Share”) of the actual costs incurred by West Bay under the Contract B SOW; provided, however, that Developer’s total reimbursement commitment under this MOU will be limited to \$411,735.37. West Bay may invoice Developer from time-to-time (but not more frequently than monthly) for Developer’s Share of amounts paid by West Bay under the Contract B SOW. Each invoice shall include reasonable evidence of amounts paid by West Bay. Developer will pay undisputed amounts reflected in an invoice submitted by West Bay within sixty (60) days of receipt of such invoice. In consideration of Developer’s partial funding of Contract B SOW, at Developer’s election West Bay agrees to negotiate in good faith with Developer with respect to the allocation of priority system capacity in the Project. West Bay will use commercially reasonable efforts to cause W&C to complete the services to be performed under the Contract B SOW in a timely manner and in accordance with the terms of the Contract B SOW. West Bay will not amend the Contract B SOW without first obtaining

Developer's prior written approval. Except as expressly set forth in this Section 2, Developer will have no financial obligations under this MOU or with respect to the Contract B SOW or the Project.

3. The Agreement may include, but shall not be limited to, the following components:
 - a. Design criteria for recycled water facilities including:
 - i. Annual production capacity (afy)
 - ii. Daily production capacity (mgd)
 - iii. Point of delivery
 - iv. Method of delivery
 - v. Water quality requirements
 - b. Total project budget
 - c. Mechanism for financing construction cost.
 - d. Target date for completion
 - e. Terms for operation and maintenance
 - i. Quantity and rate of delivery
 - ii. Minimum and maximum amount to be delivered
 - iii. Water quality requirements
 - iv. Estimated annual operational and maintenance expenses
 - f. Priority recycled water production capacity allocations;
 - g. Developer's eligible contributions
 - i. Funding provided to advance Plans, Specification and Estimates
 - ii. Funding provided in pursuit of resource agency permits
 - iii. Construction of any of the required recycled water distribution improvements
 - h. Method for calculating recycled water service (O&M) charge rates and adjusting rates
 - i. Additional terms
 - i. Liability/indemnification provisions
 - ii. Force majeure
 - iii. Dispute resolution
 - iv. Mediation

- v. Arbitration/litigation
- vi. Attorneys' fees and costs
- vii. Remedies for non-performance
- viii. Termination
- ix. Miscellaneous
- x. Conditions precedent
- xi. Assignment
- xii. Notice
- xiii. Governing law/venue
- xiv. Amendments
- xv. Cessation during declared emergency
- xvi. Relationship of parties
- xvii. Severability
- xviii. Waiver
- xix. Counterparts
- xx. Representations, warranties and covenants

4. The Parties understand and agree that by entering into this Memorandum of Understanding they are only committing to continue to explore the feasibility and cost of constructing the Project subject to the terms hereof, and that neither West Bay nor Developer has irrevocably committed to construction of the Project or completion of the services under the Contract B SOW. Accordingly, either West Bay or Developer (in its sole and absolute discretion) may elect at any time to terminate the Project and cease performance of the services under the Contract B SOW. Upon such termination West Bay shall refund to Developer any unexpended funds furnished by Developer toward the planning, permitting, design and procurement phase (including, without limitation, unexpended funds furnished by Developer with respect to the Contract B SOW), and the Parties will have no further obligations to each other hereunder. If either party terminates the Project, Developer will have no further obligation to reimburse any costs incurred under the Contract B SOW. Notwithstanding anything in this Section to the contrary, if Developer satisfies its reimbursement obligation under this MOU, then at Developer's election West Bay agrees to negotiate in good faith with Developer with respect to the allocation of priority system capacity in the Project if the Project proceeds.
5. This Memorandum of Understanding contains the entire agreement between the parties hereto. No oral understandings, statements, promises or inducements contrary to the terms of this MOU exist.
6. This MOU shall be governed by, and construed and enforced in accordance with, and subject to, the laws of the State of California. Any litigation arising out of this MOU shall be venued in the Superior Court of the County of San Mateo, California.
7. Except as expressly provided for herein, this MOU is not intended to, and does not, modify West Bay's rights to exercise the legislative discretion awarded it under the laws of the State of California.

8. Subject to the limitations upon assignment or other transfer set forth elsewhere herein, all of the terms, provisions and conditions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.
9. This MOU shall be interpreted and construed reasonably so as to effectuate its purpose and shall not be construed either in favor of or against either party.
10. Time is of the essence of this MOU.
11. If any word, phrase, sentence, section or other provision of this MOU is held to be illegal and unenforceable, the remainder of this MOU shall be given full force and effect if the illegal or unenforceable portion can be severed.
12. Any notice, request, instruction or other document given with respect to this MOU shall be in writing. It may be given by personal delivery to a representative of the other party at the address below or by mailing the same by first class mail, postage prepaid, addressed to the other party as follows:

If to West Bay:

West Bay Sanitary District
500 Menlo Park, CA 94025
Attn: Sergio Ramirez, General Manager

If to Developer:

Peninsula Innovation Partners, LLC
c/o Meta Platforms, Inc.
1 Hacker Way
Menlo Park, CA 94025
Attention: Head of Mixed Use Development (Facilities)

With a copy to:

Meta Platforms, Inc.
1 Hacker Way
Menlo Park, CA 94025
Attention: Real Estate Counsel

13. Each Party agrees that this MOU and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this

MOU or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and that this MOU may be executed in counterparts.

14. This MOU shall become effective when it is signed below by an authorized representative of West Bay.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MOU BY THEIR DULY AUTHORIZED REPRESENTATIVES.

“DEVELOPER”

PENINSULA INNOVATION PARTNERS, LLC

Dated: _____

By: _____
Chair, President or Vice President

Dated: _____

By: _____
Secretary, Asst. Secretary, CFO or Treasurer

“WEST BAY”

WEST BAY SANITARY DISTRICT

Dated: _____

By: _____
SERGIO RAMIREZ, General Manager

Approved as to form:

Dated: _____

By: _____
Tony Condotti, General Counsel



Exhibit A

Fee Estimate

West Bay Sanitary District Bayfront Recycled Water Facility
Contract B - Design Build Contractor Selection

February 22, 2023

Tasks	Labor																Outside Services				ODCs		Total				
	Dave Richardson	Tony Valdivia	TBD	TBD	TBD	Donna Rammell	Kyle Tracy	TBD	TBD	Rosalyn Prickett	Sally Johnson	TBD	Cost Estimating Lead	QA/QC	CAD Designer	TBD	Total Hours	Total Labor Costs (1)	Freyer & Laurata	BAGG	Mizutani Environmental	Subcontract Subtotal		Sub Consultant Total Cost (2)	ODCs	Total ODCs (3)	Total Fee
Project Role	Principal in Charge	Project Manager	Project Engineer	Engineer II	Treatment Lead	Electrical Lead	SCADA/Contr ols Lead	Electrical Engineer	Controls Engineer	Environmental Compliance Lead	SRF/Funding Lead	WQ Lead	John Brockington	Mike Matson	Chu To	Project Assistant			Survey and WW Design	Geotechnical Engineering	Air Permitting Support						
Phase 1 - RFQ and Project Updates																											
Task 1.1 - Prepare Request for Qualifications (RFQ)	0	12	16	20	0												48	\$12,724				\$0	\$0		\$0	\$12,724	
Task 1.2 - Support District in Memorandum of Understanding (MOU)	0	0	0	0	0												0	\$0				\$0	\$0		\$0	\$0	
Task 1.3 - Preliminary Design (5%) and Schedule Development	0	8	16	24	4	12	8	12	4				12	12			112	\$31,736				\$0	\$0		\$0	\$31,736	
Task 1.4 - Update Environmental Impact Report	4	4	8							8							24	\$7,516	\$57,673			\$57,673	\$63,440		\$0	\$70,956	
IS/MND for Remote Storage (Placeholder Fee @ \$100,000)																											
Task 1.5 - Project Meetings	33	55	40	0	0	0	0	0	0	0	0	0	0	0	0	0	128	\$41,575	\$0	\$0	\$0	\$0	\$0	\$3,300	\$3,630	\$45,205	
Planned Kick-Off and Workshops (4)	12	12	15														39	\$12,456				\$0	\$0	\$400	\$440	\$12,896	
Project Management Coordination (14)	6	12	12														30	\$9,522				\$0	\$0	\$1,800	\$1,980	\$11,502	
Developer Coordination (6)	11	11	5														27	\$9,073				\$0	\$0	\$800	\$880	\$9,953	
Project Support		12															12	\$4,176				\$0	\$0		\$0	\$4,176	
Board Meetings (2)	4	8	8														20	\$6,348				\$0	\$0	\$300	\$330	\$6,678	
Subtotal Task 1:	37	79	80	44	4	12	8	12	4	8	0	0	12	12	0	0	312	\$93,551	\$57,673	\$0	\$0	\$57,673	\$63,440	\$3,300	\$3,630	\$260,621	
Phase 2 - RFP and DB Team Selection																											
Task 2.1 - Shortlist DB Teams (incl. Workshop)	12	32	32	32												8	116	\$32,742				\$0	\$0		\$0	\$32,742	
Task 2.2 - Develop Bridging Documents	16	76	104	100	40	24	24	60	60	20	20	0	12	30	124	16	726	\$195,296	\$139,742	\$0	\$0	\$139,742	\$153,716	\$0	\$0	\$349,012	
Volume 1 - RFP	4	24	24											4			56	\$18,124				\$0	\$0		\$0	\$18,124	
Volume 2 - DB Contract (District Lead)	8	12												2			22	\$7,943				\$0	\$0		\$0	\$7,943	
Volume 3 - Technical Requirements (Narrative and Specs)	4	40	80	100	40	24	24	60	60	20	20		12	24	124	16	648	\$169,229	\$139,742			\$139,742	\$153,716		\$0	\$322,945	
Task 2.3 - Field Investigations and Data Collection	2	20	12														34	\$11,213	\$93,946	\$21,175		\$115,121	\$126,633	\$200	\$220	\$138,066	
Corrosion Study (allowance at \$20,000)																											
Task 2.4 - Water Quality and Flow Investigation	2	8	12									16					38	\$11,608				\$0	\$0		\$0	\$11,608	
Task 2.5 - Permitting and Permit Coordination	10	32	58	132	16	0	0	0	0	0	0	0	0	18	0	0	266	\$71,822	\$0	\$0	\$11,659	\$11,659	\$12,825	\$0	\$84,647		
Air Permit	4	12	30	80	16									2			144	\$37,587			\$11,659	\$11,659	\$12,825	\$0	\$50,411		
County/City	2	8	16	32										4			62	\$16,470				\$0	\$0		\$0	\$16,470	
Title 22 (Distribution System)	4	12	12	20										12			60	\$17,765				\$0	\$0		\$0	\$17,765	
Task 2.6 - Facilitate DB Team Selection (incl Workshop and Interviews)	12	40	32	32													116	\$34,579				\$0	\$0		\$0	\$34,579	
Task 2.7 -- Contract Negotiation Support	12	24	24														60	\$19,615				\$0	\$0		\$0	\$19,615	
Subtotal Task 2:	66	232	274	296	56	24	24	60	60	20	20	16	12	48	124	24	1356	\$376,875	\$233,688	\$21,175	\$11,659	\$266,522	\$293,174	\$200	\$220	\$690,269	
TOTAL	103	311	354	340	60	36	32	72	64	28	20	16	24	60	124	24	1668	\$470,426	\$291,361	\$21,175	\$11,659	\$324,195	\$356,614	\$3,500	\$3,850	\$950,890	

- The individual hourly rates include salary, overhead and profit.
- Subconsultants will be billed at actual cost plus 10%.
- Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
- Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.
- Woodard & Curran reserves the right to adjust hourly rates on an annual basis. Rates shown assume all work is completed in 2023.

[Labor] + [Subconsultants * 1.1] + [ODCs * 1.1] =	\$830,890
Sum of Allowances from "Total Fee" Column =	\$120,000
TOTAL including Allowances =	\$950,890



WEST BAY SANITARY DISTRICT AGENDA ITEM 6

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Consider Authorizing General Manager to Execute the Contract B Agreement for Project Management, Engineering, and Support Services for the “Bayfront Recycled Water Facility Project” with Woodard & Curran

Background

The Bayfront Recycled Water Facilities Plan was completed in 2019 and recently updated. Since finalizing this plan, the District has been coordinating with the City of Menlo Park and potential recycled water customers to better understand their recycled water needs. The Final EIR for the project has been completed. Using this new information, the District and Woodard & Curran updated the demand estimates, capacity needs for the recycled water facility, recycled water distribution system, and phasing of the project.

Woodard & Curran’s knowledge and involvement with the Bayfront Recycled Water Project and experience with the District’s Sharon Heights Recycled Water Project, and their work on the “Bridging Contract A” awarded to them by the District Board on October 13, 2021, Staff brings this Contract B to continue the Project Management.

Analysis

Woodard & Curran will provide support for the conceptual development of a draft Request for Qualifications (RFP) for the design/build team; and assisting the District’s staff during meetings, key stakeholders such as LAFCO, and developers/potential recycled water customers.

To meet the timeline for the recycled water facility, the Project Management services are needed. The project is anticipated to have 4 phases. The proposed second phase of the work includes:

- **Task 2.1 Facilitate SOQ Shortlisting**
 - **Task 2.2 Develop Request for Proposals and Bridging Documents (30%)**
 - **Task 2.3 Field Investigations and Data Collection**
 - **Task 2.4 Water Quality Investigation and Bench Testing**
-

- **Task 2.5 Permitting and Permit Coordination**
- **Task 2.6 Facilitate DB Team Selection**
- **Task 2.7 Contract Negotiation Support**

The full scope is found in the attached proposal. Phase 3 will be completed under Contract C.

Fiscal Impact

Bayfront Recycled Water Project is listed with \$2.25 million capital budget in FY 2022-23; \$1 million for recycled water facility projected management and \$1.25 million for reclaimed water pipelines. This support services agreement also known as Contract-B is for \$950,890.

The cost for the agreement will be reimbursed by developers and users of recycled water as they join in the project.

Recommendation

The District Board Authorize the General Manager to execute the Contract B agreement for Project Management, Engineering and Support Services from Woodard & Curran for the Bayfront Recycled Water Facility Project.

Attached: Woodard & Curran Contract B Phase 2 Scope of Service Proposal dated March 2023.

WEST BAY SANITARY DISTRICT
BAYFRONT RECYCLED WATER FACILITY

SCOPE FOR PROJECT MANAGEMENT SERVICES
WOODARD & CURRAN



Introduction

West Bay Sanitary District (WBSD) is implementing a recycled water project to construct a 0.6 MGD (initial) satellite facility with provisions for expansion to 0.8 MGD at the site of the former WBSD wastewater treatment WWTP). The Bayfront Recycled Water Project will consist of a new Recycled Water Facility (RWF) at the former WWTP site, an influent pump station and force main to convey raw wastewater to the RWF, piping for return of off spec and wastewater to the sewer system, recycled water distribution piping and storage tanks within the distribution system.

The purpose of this limited Scope of Services is to continue services begun under Contract A (Initial Program Management Services), culminating in the selection of a Design Build Team and ready for award of the Design Build Contract. It is anticipated that an additional contract/authorization will be awarded for additional work beyond this milestone.

Team

The following designations are used throughout the Scope of Work:

- District or WBSD, which refers to the West Bay Sanitary District
- Woodard & Curran as the CONSULTANT (or W&C Team)
- Design-Build Team (or DB Team), which refers to the prospective or successful team of contractor, design engineer and operator who will execute the design, construction and short-term operation of the Project under design-build contract with the District.

Scope of Services

This Scope of Services defines the tasks that CONSULTANT will perform in completing the Project. The Project has been divided into 4 phases of implementation, with major tasks falling under each phase as follows:

Phase 1

Approximate Duration: 3 months

- Task 1.1: Prepare Request for Qualifications (RFQ)
- Task 1.2: Support District in Memorandum of Understanding (MOU)
- Task 1.3: Preliminary Design (5%)
- Task 1.4: Update Environmental Impact Report (EIR)
- Task 1.5: Project Meetings

Phase 2

Approximate Duration: 4 months

- Task 2.1: Shortlist DB Teams
- Task 2.2: Develop Bridging Documents (30%)
- Task 2.3: Field Investigations and Data Collection
- Task 2.4: Water Quality Investigation and Bench Testing
- Task 2.5: Permitting and Permit Coordination
- Task 2.6: Facilitate DB Team Selection

Task 2.7 Contract Negotiation Support

Phase 3

Approximate Duration: 24 months

Task 3.1 Update Financing

Task 3.2 Manage Design and Construction

Task 3.3 Construction Observation

Phase 4 Start Up and Support

Approximate Duration: 2 months

Task 4.1 Coordinate Start Up (by Design Build Team)

Optional Tasks

Task O-1 State Revolving Fund Administration

General Notes and Assumptions for Scope of Services

- Unless noted otherwise (as in Phase 3) project management activities and necessary QA/QC reviews are included with the labor hour estimates for each task/Phase.
- Not included in this Scope of Services are the legal services needed to bring the Design Build Team under contract with the West Bay Sanitary District. These services will be provided by others (as specified by Counsel for West Bay Sanitary District), and supported by the CONSULTANT with technical and engineering services.
- Throughout this Scope of Services, reference is made to the District's recently completed Recycled Water Project – Sharon Heights. That project, managed by Woodard & Curran, was executed as a design-build effort in the same manner as the proposed Bayfront Project, and the Bayfront Project is expected to leverage and build upon materials and approaches developed by W&C for the previous project. This assumption is key to the efficiency of execution for the Bayfront Project.
- The phases identified above and below are not sequential. Phases may not be completed before subsequent phases begin.

Phase 1

Portions of Phase 1 will be completed under Contract A, with the balance of the scope to be performed under Contract B. See subtask descriptions for Contract B scope authorization.

Task 1.1 Prepare Request for Qualifications (RFQ)

FULL SCOPE:

CONSULTANT shall assist with the development of an RFQ, which includes working with the District to establish qualification requirements and evaluation criteria to advance the details of Project element descriptions/narratives sufficiently to convey the scope of the Project to prospective DB Teams.

Major section headings for the Bayfront RWF RFQ are anticipated to include the following:

- Section 1: Background
- Section 2: Project Overview
- Section 3: Design Build Services (Roles and Responsibilities)

- Section 4: Procurement Process
- Section 5: SOQ Requirements
- Section 6: SOQ Evaluation and Shortlist Selection
- Section 7: Conditions for Respondents

A draft and final RFQ will be developed, with feedback from the District incorporated into the final. CONSULTANT will answer questions on the RFQ from prospective DB Teams and will prepare written addenda if required.

Deliverables

- Request for Qualifications
 - A Draft RFQ shall be submitted to the District for feedback.
 - District comments would be incorporated into the Final RFQ.
 - Responds to RFIs (written)

Assumptions

- The RFQ is anticipated to adhere to the general organization and content of the RFQ developed previously for the District’s Recycled Water Project – Sharon Heights, which was an approximately 25 page document that included limited technical details to describe the project but otherwise focused on the manner in which the project would be administered, the preliminary terms and conditions for DB Teams, roles and responsibilities, DB qualification requirements and detailed requirements for the Statements of Qualifications.
- Questions from DB Teams are anticipated to be minor during the SOQ preparation period. CONSULTANT will prepare up to 2 written addenda in short Q&A format. Major changes to the content of the final RFQ are not anticipated.

Contract B Authorization Scope for Task 1.1

CONSULTANT will complete the development of the RFQ, started under Contract A.

Task 1.2 Support District in Memorandum of Understanding (MOU)

Task 1.2 will be completed under Contract A.

Task 1.3 Concept Design (5%)

FULL SCOPE:

A concept-level design at approximately the 5% level of detail, is required to support final environmental permitting of the Project. An Environmental Impact Report has already been prepared for the Project (by MIG, Inc), however it is anticipated that this document will require an addendum or revision based on Project developments since it was finalized. The Concept Design will serve as the basis of Design for the project, defining key water quality, process, site use and other technical details as well as updating (as needed) preliminary facility footprints, pipeline routes and the locations of storage and related facilities within the distribution system. This Concept Design will be the foundation of bridge documents (30% Design) developed during Phase 2.

The capital cost estimate developed during the planning phases of the Bayfront Project (by Woodard & Curran, under separate contract) will be updated to reflect changes in the scope of the proposed construction project, and a brief memorandum will be developed as a cover to the revised estimate to describe significant changes in cost, if applicable.

Deliverables

- Preliminary Design
 - Concept/Basis of Design Report (memorandum, brief format)
 - Preliminary Design Drawings (facility layouts, GIS format pipeline routes, facility locations/maps)
 - Revised Capital Cost Estimate Memorandum

Assumptions

- Basis of Design Report will include design criteria for the following facilities
 - Recycled Water Facility civil, mechanical and demolition
 - Influent, Distribution and system (storage) pump stations civil, mechanical and demolition
 - Raw, off-spec and distribution pipeline materials and construction methods
 - Communications protocols (SCADA)
 - Electrical services and systems

Contract B Authorization Scope for Task 1.3

CONSULTANT will complete the development of the Concept Design, started under Contract A.

Task 1.4 Update Environmental Impact Report (EIR) and Initial Study/Mitigated Negative Declaration for New Storage Site

FULL SCOPE:

An Environmental Impact Report was completed by MIG, Inc. It is anticipated that this document will require updating based on the Preliminary Design, and that this update will be made via an addendum to the original EIR.

Additionally, Woodard & Curran understands that the remote recycled water (distribution system) storage facility is likely to be located at a developer site not covered by the Project EIR. This scope includes preparation of an IS/MND to cover the proposed storage site to the extent that the EIR is deemed insufficient for this remote site.

NOTE: This scope will be expanded prior to executing Contract B. Fee shown is an estimate subject to review revision to reflect the final Scope of Services.

Contract B Authorization Scope for Task 1.4

The full scope of Task 1.4 is anticipated to be completed under Contract B.

Task 1.5 Project Coordination and Meetings (Phase 1)

FULL SCOPE:

This task includes meetings and workshops with the District, it's development partners and other stakeholders during Phase 1 of the Project. Several specific meetings have been identified:

- RFQ and Preliminary Design Kick-Off (Contract A)
- RFQ Review Workshop
- Preliminary Design Review Workshop
- Draft EIR Update Review Workshop

In addition to these planned meetings, it is anticipated that there will be regular meetings throughout Phase 1 of the Project. These will include the following.

- Project Management Coordination (weekly phone calls, 1 hour each, 18 total calls)
- Developer Coordination Meetings (2 per month, 2 hours each, 8 meetings total)
- Project Support (as needed calls, budget 1 hour/week for up to 2 CONSULTANT attendees, 18 hours total)
- Board meetings (up to 3 meetings)

Deliverables

- Input on meeting material (agendas, presentation)
- Technical presentations, as applicable

Assumptions

- Coordination meetings are assumed to be held virtually as “calls” where shown above. However, the budget for this task does include travel time and expenses to allow for up to 4 in person meetings, held at District offices.

Contract B Authorization Scope for Task 1.5

The following meetings are included under this Contract, with the balance of the full scope to be performed under Contract A:

- RFQ and Preliminary Design Kick-Off (Contract A)
- RFQ Review Workshop
- Preliminary Design Review Workshop
- Draft EIR Update Review Workshop
- Project Management Coordination (weekly phone calls, 1 hour each, 14 total calls)
- Developer Coordination Meetings (2 per month, 2 hours each, 6 meetings total)
- Project Support (as needed calls, budget 1 hour/week for up to 2 CONSULTANT attendees, 12 hours total)
- Board meetings (2 meetings)

Phase 2

The full scope of Phase 2 will be completed under Contract B.

Task 2.1 Facilitate SOQ Shortlisting

After DB Team Statements of Qualifications are received, the District will proceed to review and score the SOQs and (depending on the number of SOQs received) shortlist DB Teams for receipt of the Project Request for Proposals (RFP). W&C will facilitate the process through meetings and will prepare materials to guide and document the shortlisting process. The key steps in the shortlisting process are anticipated to include the following:

- Identify Selection Committee: The Selection Committee is the group of individuals who will review, score and rank SOQs for shortlisting. The Selection Committee does not include the CONSULTANT. It is anticipated to include members from the District and, potentially, third party members as deemed appropriate by the District.
- Review SOQs: Members of the Selection Committee and the CONSULTANT will review the SOQs. CONSULTANT will create scoring worksheets to facilitate review by Selection Committee members, and CONSULTANT will review each SOQ for compliance with the requirements of the RFQ to determine responsiveness and that each DB Team has met the minimum requirements for the Project.
- Reference Checks: It is anticipated the SOQs will include Project References. As needed, CONSULTANT shall perform reference checks with the identified project contacts to confirm the details of the projects and obtain feedback of DB Team performance if possible. CONSULTANT shall report back to the Selection Committee with information gathered during these checks.
- Selection Committee Shortlisting: CONSULTANT will facilitate a Shortlisting Workshop with the Selection Committee. The purpose of this meeting Scoring criteria will have been developed during Phase 1 and included in the RFQ. CONSULTANT will create scoring worksheets to facilitate initial scoring by members of the Selection Committee. CONSULTANT will not score SOQs, but may offer technical or other input as requested by the Selection Committee. During or following the meeting, Selection Committee members will

finalize their scoring of SOQs, and CONSULTANT will document and tabulate the scores. The Selection Committee will determine how many DB Teams to shortlist, and CONSULTANT will coordinate with the District to notify respondents in writing at the conclusion of the shortlisting.

Deliverables

- Meeting/Workshop Agendas
- Scoring Worksheets

Assumptions

- District will establish the membership of the Scoring Committee.

Task 2.2 Develop Request for Proposals and Bridging Documents (30%)

A formal Request for Proposal (RFP) will be developed to solicit proposals from the Shortlisted DB Teams. The RFP is anticipated to consist of three main volumes:

- Volume 1 Request for Proposals
Provides project background information, a discussion of the procurement process, submittal requirements, and the Proposal evaluation process. A draft of this document will be developed by the CONSULTANT based on the format and content of the SHGCC Project RFP and submitted to the District for review. The RFP includes evaluation criteria and templates, which will be developed by the CONSULTANT and refined through workshop discussions with the District.
- Volume 2 Design Build Contract
These are the draft Terms & Conditions for the contract between the District and the DB Team. CONSULTANT will review the Contract used in the prior SHGCC Project RFP and will make suggestions to update and clarify the Contract to improve and clarify the document based on experience. The District, in coordination with its legal counsel, shall take the lead in finalizing the Contract for inclusion in the RFP.
- Volume 3 Technical Narrative and Preliminary Plans
This volume will present a detailed narrative of the Project technical requirements for each element of the Project. The goal is not to develop the final design for the facility, but rather to document the minimum technical requirements and present a concept for each element as envisioned by the District and the CONSULTANT. This will establish a basis for quality control of the final Project. Due to the nature of design build projects, it is fully expected and should be encouraged that DB Teams will optimize the design of the Project to create a cost-effective project that continues to meet the District's technical and financial objectives. As such, the contents of this volume will be prescriptive (fully defining the end product and approach) only when the District has deemed it necessary to fully control the outcome of a specific design element or where permitting or funding constraints must be observed. Anticipated level of effort is based on the following:
 - Technical Narrative will be between 160 and 200 pages in length and will include sections on project technical elements and project quality control, testing, administration and documentation.
 - Technical plans will include:
 - A layout of the proposed Bayfront RWF demonstrating preliminary grading, yard piping, process configuration and site constraints.
 - Process flow diagram
 - Preliminary pipeline horizontal layouts and alignment topography (no vertical alignments)
 - Preliminary influent pump station layouts and details

- Preliminary layouts of distribution system tanks and pump stations

Deliverables:

- Volume 1: Draft RFP. Where applicable, draft will include “tracked changes” for suggested edits from experience on the SHGCC Project. Final RFP based on District Review comments, pending edits by District legal counsel.
- Volume 2: Proposed markups to DB Contract for consideration by the District.
- Volume 3: Draft Technical Narrative and Preliminary Plans. These will be finalized through a review Workshop with the District.
- Final, complete RFP (all volumes) for distribution to Shortlisted DB Teams.

Assumptions

- It is assumed that the RFP will follow the general template of the SHGCC Project, modified to align with the Bayfront Project and to address lessons learned from the prior Project.
- CONSULTANT is not able or qualified to provide legal advise to the District. Volumes 1 and 2 of the RFP will be reviewed by the District’s legal counsel for compliance with local, District, State and Federal law.
- Drawings will be prepared in AutoCAD format.
- As a basis for final design and cost estimating, Volume 3 will be stamped and signed by the Professional Engineer of Record prior to issuing with the RFP. The Professional Engineer of Record will have no responsibility or liability for the final design of the Project.

Task 2.3 Field Investigations and Data Collection

Several field investigations are included in this task to both inform the development of the RFP and provide DB Teams with relevant information to develop proposals and costs for the Project.

2.3.1 Field Survey and Utility Research

A topographic survey will be completed of the RWF site, off-site pump station and storage locations, and the corridors (streets) where pipelines will be located. This information will be used for preparing base maps for the bridging documents.

Vertical control shall be based on NAVD88 benchmark and the horizontal control shall be based on the California Coordinate System. CONSULTANT shall perform utility research within the limits of survey area and shall incorporate utilities into the base survey file. Utilities shall be based on as-built drawings received from the respective utility companies, best fit with utility infrastructure visible at ground surface and located by field survey.

Presumed Scope of Work:

- *Aerial survey of entire RWF facility site, access road, force main route (if outside of roadway), influent pump station site, distribution pipeline corridors and distribution tank site (if not by developers).*
- *Field survey of surface features (utility boxes, markers, etc).*
- *CAD basemap of survey and utility data*

2.3.2 Geotechnical Investigation

The purpose of this task will be to develop geotechnical recommendations for the design and support of the proposed improvements, including:

- Seismic parameters for the building based on the 2020 Edition of California Building Code (CBC);

- Susceptibility of the subsurface materials to liquefaction. Should such susceptibility be determined, we will determine the aerial and vertical extent as well as the impact of the liquefiable soils within the project area, including methods to minimize the impact of such a phenomenon on the performance of the proposed structure.
- Foundation support and appropriate dimensions for conventional shallow footings, structural mats or pier/pile supports with allowable bearing values, minimum depth requirements, subgrade modulus, and related lateral design parameters for recommended foundation type;
- Estimated settlements and differential settlement under static loads as well as the seismically-induced settlements; Slab-on-grade construction and support as well as support for at-grade flatwork, etc.;
- Criteria for remedial geotechnical site grading if necessary, and placement of fills and backfills;
- Surface drainage requirements;
- Design of rigid pavements based on site-specific R-value testing;
- Guidelines for pipe bedding;
- Soil corrosivity screening on a preliminary basis pertaining to the selection of appropriate concrete type and protection of reinforcing steel and underground utilities.

As part of the geotechnical investigation, the CONSULTANT team will perform the following tasks:

- A. Review available geologic and geotechnical reports including geologic maps and reports pertinent to the site and the immediate vicinity.
- B. Mark the planned locations of the planned points of exploration, coordinate the field exploration with the client and retain a local utility locating firm to help clear the boring location, and notify Underground Service Alert (USA) at least 72 hours in advance.
- C. Explore the subsurface earth materials in the treatment plant area with a backhoe.
- D. Obtain a drilling permit as required for advancing borings to depths of about 50 feet, or practical refusal, whichever is deeper.
- E. Advance 6 hollow stem auger borings at locations within the planned treatment plant area and the planned pump station area to depths of about 50 feet, or practical refusal, whichever is deeper to characterize subsurface earth materials.
- F. Advance the borings under the supervision of one of our engineers or geologists, who would also obtain disturbed bulk, Standard Penetration Test data, and relatively undisturbed ring samples of the subsurface materials at 3- to 5-foot-intervals as necessary for visual classification and laboratory testing.
- G. Backfill the borings with cement grout per standard protocol and leave the soil cuttings at the surface at the site.
- H. Perform a soil mechanics laboratory testing program on the collected soil samples to evaluate the engineering characteristics of the subsurface soils. Tests may include direct, consolidation, Atterberg Limits, compaction curves, gradation, moisture-density measurements and a set of tests for soil corrosion, as judged appropriate.
- I. Perform engineering analyses based on the results obtained from the above tasks and oriented towards the above-stated purpose of the investigation.

Prepare a final report containing the exploration and laboratory data, summarizing findings, and including a vicinity map, a site plan, boring logs, subsurface profiles, laboratory test results, and conclusions, opinions, and recommendations

Deliverables

- Draft and Final Geotechnical Report (pdf format).
- Copies of Utility 'A' letters requesting utility records

Assumptions

- Work on privately owned parcels assumes that property owners allow free access to sites during working hours and do not imposed constraints that will alter the projected costs of this work.
- Utility locations will not be confirmed through potholing, as this will be left to the DB Team.
- Geotechnical Report will be sufficient for identifying subsurface conditions in the locations identified for boring. This may be sufficient for DB Teams to develop design intent for building foundations, excavations and trenchless pipeline installation, however it will be left to the DB Teams to determine if additional investigations are required during RFP development or design to better inform their technical decisions. A comprehensive geotechnical investigation to support all facets of final design is not intended by this scope of services.

Task 2.3.3 Corrosion Analysis

The purpose of this task will be to develop a corrosivity evaluation and report which will provide recommendations for the design and support of the proposed improvements, including:

- A. Collect soil samples from the project geotechnical consultant, who will be collecting soil samples at the planned pump station and treatment plant sites as a part of their soil investigation for chemical analysis.

The soil samples will be collected from pipe depth and transferred to a certified testing lab for chemical analysis. The soil samples will be analyzed for pH, chlorides, sulfates, resistivity, and Redox potential using ASTM test methods as detailed in the table below. These soil samples will be tested by a state certified testing laboratory. The preparation of the soil samples for chemical analysis will be in accordance with the applicable specifications.

<u>Soil Chemical Analysis Test Methods</u>	<u>Chemical Analysis</u>	<u>ASTM Method</u>
Chlorides		D4327
pH		D4972
Resistivity (as received and @ 100% saturation)		G57
Sulfate		D4327
Redox Potential		D1498

- B. Evaluate the results of the chemical analysis and determine the corrosivity of the soils to the proposed materials of construction (i.e. ductile iron, epoxy coated steel valves and fittings, etc.).
- C. Conduct in-situ soil resistivities at the pump station site and treatment plant site and the raw water force main alignments using the Wenner 4-pin technique. In-situ resistivities will be measured at various depths up to 25' using a suitable Resistivity Meter. Barnes layer calculations will be performed to determine the corrosivity of the different soil layers to the proposed pipeline materials.
- D. An engineering report will be prepared which will provide a summary of the field data collected and an analysis of this data. The potential for corrosion on the underground utilities will be determined based on the analysis and recommendations for the long-term prevention of corrosion will be included. All fieldwork and recommendations will be in compliance with NACE (National Association of Corrosion Engineers).

NOTE: Fee shown for this task is an estimate and will be finalized prior to executing Contract B.

Task 2.4 Water Quality Investigation and Bench Testing

Water quality testing has already been performed for the influent sewers that will supply raw water to the Bayfront RWF. This testing has defined basic treatment influent parameters such as biological oxygen demand (BOD) and total dissolved solids (TDS). However, the design of the facility may need to reflect additional water quality parameters, which for the purposes of this Scope of Services is assumed to include finish water coloration. Based on operation of

the RWF at SHGCC, it is possible that treated water from the Bayfront RWF may exhibit coloration that is not suitable for its intended use, requiring a treatment step to remove color prior to conveyance to customers.

This task includes collection and testing of influent water sources to determine the presence of constituents that may survive the treatment processes and result in discoloration of the product water. Based on this laboratory analysis, it will be determined if additional treatment is required and which technologies may be most applicable.

Task 2.5 Permitting and Permit Coordination

CONSULTANT's team shall collaborate with regulatory agencies to establish permit requirements and shall transmit these requirements to the DB teams. Using information provided by the DB teams, RMC's team shall prepare the required applications and regulatory documents during the predesign phase to the extent feasible. Permits envisioned to be required for the projects include:

- Bay Area Air Quality Management District (BAAQMD) permit to construct and permit to operate
- Regional Water Quality Control Board Reclamation Requirements and State Board Division of Drinking Water Title 22 Report (Distribution System, treatment plant permit by DB Team)
- City of Menlo Park: Building Permit, Encroachment Permit, Grading Permit, Utility Service Application (will be initiated during predesign but completed by DB Contractor)

Deliverables

- BAAQMD permit applications
- Title 22 Engineering Report (Distribution System Only)

Assumptions

- Information necessary to complete permit applications and regulatory documents associated for projects designed by DB teams will be provided by the respective DB teams.
- This task may not be complete before Phase 3 begins.
- DB Team responsible for final City and other jurisdictional permits based on final design.
- DB Team responsible for final DDW approval or treatment plant, including bioassay testing of UV disinfection, to support treatment plant Title 22 Report.

Task 2.6 Facilitate DB Team Selection

After DB Team Proposals are received, the District and CONSULTANT will determine whether all of some of the DB Teams will be asked to attend interviews to further explore the proposed approach and details of their proposal, after which teams will be scored and ranked. The key steps in the DB Team Selection Process are anticipated to include the following:

- Review Proposals: Members of the Selection Committee and the CONSULTANT will review the proposals. CONSULTANT will create scoring worksheets to facilitate review by Selection Committee members, and CONSULTANT will review each proposal for compliance with the requirements of the RFP to determine responsiveness and that each DB Team has met the minimum requirements for the Project.
- Interviews: CONSULTANT will facilitate an initial discussion with the Selection Committee to determine if all or a subset of the DB Teams will be invited to interview based on the initial RFP Review and to determine the appropriate format for the interviews. Preliminary scoring of proposals may be used as a basis for shortlist for interviews, as needed. CONSULTANT will coordinate with DB Teams to schedule and facilitate in person interviews with DB Teams, assumed to take place over a single day.
- Selection Committee Final Scoring: CONSULTANT will facilitate a review workshop with the Selection Committee to finalize scoring and DB Team ranking. CONSULTANT will not score proposals, but may offer

technical or other input as requested by the Selection Committee. CONSULTANT will document and tabulate the scores.

Deliverables

- Meeting/Workshop Agendas
- Scoring Worksheets

Assumptions

- District will establish the membership of the Scoring Committee if it is different from the SOQ stage.
- It is assumed that the Proposals will be scored on a “Best Value, Guaranteed Maximum Price” basis. Rather than utilizing a “hard scoring” metric for costs, the Selection Committee will consider the value of the proposals overall and will not be required to select the low cost proposal.

Task 2.7 Contract Negotiation Support

At the conclusion of Task 3.1, a “Top Ranked DB Team” will have been determined, however it is likely that there will be remaining clarifications or comments that need to be addressed prior to executing a DB Agreement with the Top Ranked DB Team. These clarifications may include the addition of project components not included in the original proposal or Guaranteed Maximum Price (GMP), removal of project components to adjust the GMP (“value engineering”), or adjustments to the proposed design to better address the District’s needs and priorities.

Following selection of the top ranked DB Team, CONSULTANT will coordinate with the Top Ranked DB Team to communicate outstanding comments or requests and to solicit from the Top Ranked DB Team a revised technical proposal and GMP addressing these comments. It is assumed that CONSULTANT will communicate these requests and work with the Top Rank DB Team to develop revisions, and that this process will be followed by a workshop with the Selection Committee, CONSULTANT and Top Ranked DB Team to review the revised proposal. Through this workshop or additional correspondence with the Top Ranked DB Team following the workshop, the CONSULTANT will facilitate the negotiation of Final Proposal (including GMP) for the Project, which, if acceptable to the Selection Committee, will be the basis for the final DB Agreement.

In the event that the Selection Committee is unable to reach an agreeable position with the Top Ranked DB Team and the technical proposal, contract terms and conditions and/or GMP cannot be successfully negotiated, the Selection Committee may elected to move to the next highest ranked DB Team to begin negotiations.

Deliverables

- Meeting/Workshop Agendas
- Documentation of communications with DB Team(s)

Assumptions

- District will provide legal review of all proposals, including DB Team requests for changes to the DB Contract.
- It is assumed that the Top Ranked DB Team will be awarded the DB Contract. If the contract cannot be negotiated successfully with the Top Ranked DB Team and negotiations must move to a secondary team (or beyond), additional effort and fee may be required.

Phase 3

The full scope of Phase 3 will be completed under Contract C.

West Bay Sanitary District Bayfront Recycled Water Facility
Contract B - Design Build Contractor Selection

February 22, 2023

Tasks	Labor																Outside Services				ODCs		Total				
	Dave Richardson	Tony Valdivia	TBD	TBD	TBD	Donna Rammell	Kyle Tracy	TBD	TBD	Rosalyn Prickett	Sally Johnson	TBD	Cost Estimating Lead	QA/QC	CAD Designer	TBD	Total Hours	Total Labor Costs (1)	Freyer & Laurala	BAGG	Mizutani Environmental	Subcontract Subtotal	Sub Consultant Total Cost (2)	ODCs	Total ODCs (3)	Total Fee	
Project Role	Principal in Charge	Project Manager	Project Engineer	Engineer II	Treatment Lead	Electrical Lead	SCADA/Controls Lead	Electrical Engineer	Controls Engineer	Environmental Compliance Lead	SRF/Funding Lead	WQ Lead	John Brockington	Mike Matson	Chu To	Project Assistant			Survey and WW Design	Geotechnical Engineering	Air Permitting Support						
Phase 1 - RFQ and Project Updates																											
Task 1.1 - Prepare Request for Qualifications (RFQ)	0	12	16	20	0												48	\$12,724				\$0	\$0		\$0	\$12,724	
Task 1.2 - Support District in Memorandum of Understanding (MOU)	0	0	0	0	0												0	\$0				\$0	\$0		\$0	\$0	
Task 1.3 - Preliminary Design (5%) and Schedule Development	0	8	16	24	4	12	8	12	4				12	12			112	\$31,736				\$0	\$0		\$0	\$31,736	
Task 1.4 - Update Environmental Impact Report	4	4	8							8							24	\$7,516	\$57,673				\$57,673	\$63,440	\$0	\$70,956	
IS/MND for Remote Storage (Placeholder Fee @ \$100,000)																						\$0				\$100,000	
Task 1.5 - Project Meetings	33	55	40	0	0	0	0	0	0	0	0	0	0	0	0	0	128	\$41,675	\$0	\$0	\$0	\$0	\$0	\$3,300	\$3,630	\$45,205	
Planned Kick-Off and Workshops (4)	12	12	15														39	\$12,456				\$0	\$0	\$400	\$440	\$12,896	
Project Management Coordination (14)	6	12	12														30	\$9,522				\$0	\$0	\$1,800	\$1,980	\$11,502	
Developer Coordination (6)	11	11	5														27	\$9,073				\$0	\$0	\$800	\$880	\$9,953	
Project Support		12															12	\$4,176				\$0	\$0		\$0	\$4,176	
Board Meetings (2)	4	8	8														20	\$6,348				\$0	\$0	\$300	\$330	\$6,678	
Subtotal Task 1:	37	79	80	44	4	12	8	12	4	8	0	0	12	12	0	0	312	\$93,551	\$57,673	\$0	\$0	\$57,673	\$63,440	\$3,300	\$3,630	\$260,621	
Phase 2 - RFP and DB Team Selection																											
Task 2.1 - Shortlist DB Teams (incl. Workshop)	12	32	32	32												8	116	\$32,742				\$0	\$0		\$0	\$32,742	
Task 2.2 - Develop Bridging Documents	16	76	104	100	40	24	24	60	60	20	20	0	12	30	124	16	726	\$195,296	\$139,742	\$0	\$0	\$139,742	\$153,716	\$0	\$0	\$349,012	
Volume 1 - RFP	4	24	24											4			56	\$18,124				\$0	\$0		\$0	\$18,124	
Volume 2 - DB Contract (District Lead)	8	12												2			22	\$7,943				\$0	\$0		\$0	\$7,943	
Volume 3 - Technical Requirements (Narrative and Specs)	4	40	80	100	40	24	24	60	60	20	20		12	24	124	16	648	\$169,229	\$139,742			\$139,742	\$153,716	\$0	\$0	\$322,945	
Task 2.3 - Field Investigations and Data Collection	2	20	12														34	\$11,213	\$93,946	\$21,175			\$115,121	\$126,633	\$200	\$220	\$138,066
Corrosion Study (allowance at \$20,000)																						\$0				\$20,000	
Task 2.4 - Water Quality and Flow Investigation	2	8	12									16					38	\$11,608				\$0	\$0		\$0	\$11,608	
Task 2.5 - Permitting and Permit Coordination	10	32	58	132	16	0	0	0	0	0	0	0	0	18	0	0	266	\$71,822	\$0	\$0	\$11,659	\$11,659	\$12,825	\$0	\$0	\$84,647	
Air Permit	4	12	30	80	16									2			144	\$37,587			\$11,659	\$11,659	\$12,825	\$0	\$0	\$50,411	
County/City	2	8	16	32										4			62	\$16,470				\$0	\$0		\$0	\$16,470	
Title 22 (Distribution System)	4	12	12	20										12			60	\$17,765				\$0	\$0		\$0	\$17,765	
Task 2.6 - Facilitate DB Team Selection (incl Workshop and Interviews)	12	40	32	32													116	\$34,579				\$0	\$0		\$0	\$34,579	
Task 2.7 - Contract Negotiation Support	12	24	24														60	\$19,615				\$0	\$0		\$0	\$19,615	
Subtotal Task 2:	66	232	274	296	56	24	24	60	60	20	20	16	12	48	124	24	1356	\$376,875	\$233,688	\$21,175	\$11,659	\$266,522	\$293,174	\$200	\$220	\$690,269	
TOTAL	103	311	354	340	60	36	32	72	64	28	20	16	24	60	124	24	1668	\$470,426	\$291,361	\$21,175	\$11,659	\$324,195	\$356,614	\$3,500	\$3,850	\$950,890	

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 10%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
4. Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.
5. Woodard & Curran reserves the right to adjust hourly rates on an annual basis. Rates shown assume all work is completed in 2023.

[Labor] + [Subconsultants * 1.1] + [ODCs * 1.1] =	\$830,890
Sum of Allowances from "Total Fee" Column =	\$120,000
TOTAL including Allowances =	\$950,890



WEST BAY SANITARY DISTRICT AGENDA ITEM 7

To: *Board of Directors*

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

Subject: *Consider Awarding Bid for Point Repair Project – Phase I to Casey Construction*

Background

This project is complex in nature as it encompasses multiple areas throughout the District. Each repair site is small compared to recent capital improvement project sites, the complexity lies with the number of these smaller sites, which offers both design and construction challenges. The District provided a point repair list of approximately 135 sites initially with anticipated repairs including both open trench and trenchless construction methods. It is not feasible to repair all sites within one capital improvement project due to budget, so the District's intention is to split the project into Phased Capital Improvement Projects.

When reviewing CCTV inspection reports of the pipe sections on the list provided, some sections showed the need for multiple point repairs, thus the entire section was recommended to be replaced. Given the number of sites, and the construction bid climate, a phased project which included 30 sites was bid, which included approximately 7,000 feet of pipe replacement and 52 manhole replacements. This was determined to be in line with the budget established for Pipeline Replacement and Rehabilitation Construction. Concerns with supply chain, construction costs associated with the lack of supply, and contractor availability, drove the need to bid a project that could potentially increase competitive bidding, allowing a larger pool of contractors able to bid on the project.

Analysis

The anticipated cost for construction of the project was approximately \$3,600,000. The bid opening for this project was on February 28, 2023, at 2:00 PM. It is understood that the project shall be awarded to the lowest responsible bidder. The District received a total of four (4) bids, which were as follows:

Bidder	City	Bid Total
Casey Construction	Redwood City	\$3,417,014.43
Pacific Trenchless, Inc.	Oakland	\$3,850,885.60
Darcy & Harty Construction, Inc.	San Francisco	\$3,947,155.28
Pacific Underground, Inc.	San Jose	\$4,507,593.16

Fiscal Impact

The Capital Assets Fund for Fiscal Year 2022-2023 has an approved budget of \$2 million. During the December 14th, 2022 Regular Board Meeting, staff provided information that the project's anticipated cost for priority pipeline replacements and point repairs within planned surface improvement areas is \$4.2 million as indicated above, with \$2.2 million over the budget amount.

Due to the favorable bids, Staff is asking for an additional \$1,930,000 to be added to the budgeted \$2 million. Staff is requesting the appropriation of approximately 15% contingency (10% for additional work and 5% for construction support services) to the bid price. Therefore, an additional \$512,552.20 for additional work and support services (if needed) would need to be allocated for a total project amount of \$3,930,000.00 (rounded up to \$1,000).

Recommendation

The Project Manager recommends that the Board: 1) adopt the attached Resolution and authorize the General Manager to award the contract for the Point Repair Project, Phase I to the low bidder, Casey Construction for the amount of \$3,417,014.43; 2) apportion an additional \$512,552.20 for 15% contingency (10% for additional work and 5% for construction support services) for a total project amount of \$3,930,000.00 (rounded up to \$1,000); 3) record Notice of Exemption with San Mateo County; 4) approve contract with Freyer & Laureta (F&L) for On-call Construction Service for \$50,000.00 which is part of the 5% contingency for construction support services.

Attachment: Resolution
 Notice of Exemption
 F&L Contract

RESOLUTION NO. _____(2023)

RESOLUTION AWARDING A CONSTRUCTION CONTRACT FOR THE POINT REPAIR PROJECT PHASE 1 SEWER PROJECT TO CASEY CONSTRUCTION, INC., AND ALLOCATE FUNDS FOR CONSTRUCTION

WHEREAS, The Point Repair Project Phase 1 Sewer Project plans and specifications were prepared by Freyer & Laureta, Inc. of San Mateo, California, and

WHEREAS, Casey Construction, Inc. is the lowest bidder for the project, and

WHEREAS, There was no informality in Casey Construction, Inc.'s bid package, and

WHEREAS, Casey Construction, Inc.'s base bid amount was \$3,417,014.43, and

WHEREAS, this was the lowest responsible base bid, and

WHEREAS, Based on available funds, that the Bid be awarded to Casey Construction, Inc. for \$3,417,014.43, and

WHEREAS, The total project cost, if awarded to Casey Construction, Inc. with contingencies and construction support services is estimated at \$3,930,000.00; and

WHEREAS, There will be no fiscal impact to the General Fund. The Capital Assets Fund for Fiscal Year 2022-2023 projects was proposed for \$12,280,000.00 of which \$2,000,000.00 was allocated to this project.

NOW, THEREFORE, BE IT RESOLVED that the District Board of the West Bay Sanitary District, County of San Mateo, State of California, does hereby award a construction contract to Casey Construction, Inc. in the amount of \$3,417,014.43 for the Point Repair Project Phase 1 Sewer Project and authorizes the General Manager to execute the construction contract, and allocate an additional \$512,552.20 for construction contingencies and construction support services.

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 8th day of March, 2023, by the following votes:

Ayes:

Noes:

Absent:

Abstain:

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

Attest:

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

Notice of Exemption

To: County Clerk
County of San Mateo
555 County Center
Redwood City CA 94063

From: West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025

Project Title: West Bay Sanitary District Point Repair Project – Phase I

Project Location – Specific: Miscellaneous areas throughout the District.

Project Location – City/Town/Areas: Menlo Park, Atherton, San Mateo County

Project Location – County: San Mateo

Description of Project: The Work will include the furnishing of all labor, materials and equipment, and other appurtenances for rehabilitation and replacement of sanitary sewer mains by Open Trench Construction, Pipe Bursting, Pipe Patches and Cured-in-Place Pipe.

Name of Public Agency Approving Project: West Bay Sanitary District

Name of Person or Agency Carrying Out Project: West Bay Sanitary District

Exempt Status:

CEQA Guidelines Section 15601(b)(3), General Rule;
Categorical Exemption: Class 1 – Section 15301(b), Existing Facilities, and Class 2 – Section 15302(c), Replacement or Reconstruction.

Reasons why project is exempt:

This project is exempt from CEQA because it can be “seen with certainty that there is no possibility that the activity in question may have a significant impact on the environment.” This certainty is based on the past experience with numerous sewer construction and rehabilitation projects of this nature, and the mitigated measures included in all such projects to alleviate any impacts.

Most project elements also are exempt as minor alteration and repair of existing public facilities or topographical features involving negligible or no expansion of use beyond that previously exist.

Lead Agency: West Bay Sanitary District

Lead Agency Contact Person: Sergio Ramirez (650) 321-0384

Signature

Date: _____

Title: General Manager

“PRELIMINARY REVIEW”

WEST BAY SANITARY DISTRICT POINT REPAIR PROJECT - PHASE I

March 8, 2023

INTRODUCTION. The West Bay Sanitary District Board approved the design and bidding of this Project.

EXEMPTION REVIEW. In compliance with CEQA Guidelines, this “preliminary review” of the West Bay Sanitary District Point Repair Project- Phase I was conducted to determine whether the project is exempt from CEQA. Based on this review, staff has concluded that the project is exempt from CEQA under several sections of the guidelines. In summary, the project would not have any significant impacts on the environment because it includes little or no expansion of capacity, and will employ mitigation measures to alleviate any impacts.

This preliminary review presents and elaborates upon the rationale for the conclusions reached by staff.

Staff has concluded that all project elements are exempt under CEQA Guidelines section 15061(b)(3) (known as the “General Rule”), since it can be “seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.”

This certainty is based on past experience with numerous sewer construction projects of this nature, and the mitigation measures included in all such projects to alleviate any impacts.

Past Experience. The District has completed the design of many miles of sewer construction projects throughout San Mateo County. While construction-related impacts on land use, traffic, noise, air quality, erosion, drainage, public safety, and cultural resources can occur, no significant environmental impacts have resulted from this work.

The reasons these have been “less-than-significant” include the short-term nature of construction activities, application of the District’s standard construction mitigation measures, good community relations outreach programs to inform project area residents of construction activities, and active coordination with local jurisdictions.

Construction Mitigation Measures. Specific impact mitigation measures will be included in the proposed project to avoid, minimize, reduce, or rectify for construction-related impacts. These measures are used on all sewer construction projects and will be required in the project plans and specifications. The measures address dust control; erosion control; noise control; protection of soils; provision for adequate drainage; protection and restoration of structures; public health and safety precautions; community notifications; traffic control; and preservation of cultural resources.

Staff has concluded that most project elements are “categorically exempt” under CEQA Guidelines Section 15301(b) (existing facilities); or Section 15302(c)

(replacement or reconstruction). These exemptions require repair, maintenance, or minor alteration of existing structures or facilities.

This project is being implemented to replace and repair problematic sewer mains throughout the District. Due to the number of sewer mains, point repairs will be phased.

CONCLUSION. Based on the information presented herein, staff has concluded that the subject project is exempt from CEQA under the CEQA Guidelines Section 15061(b)(3) (the General Rule), and that most project elements are also exempt under CEQA Guideline Section 15301(b), (existing facilities) or Section 15302(c), (replacement or reconstruction).

March 1, 2023

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

**Re: ON-CALL CONSTRUCTION CONSULTATION SERVICES
POINT REPAIR PROJECT – PHASE I**

Dear Mr. Heydari,

Thank you for your proposal request for on-call construction administration services for the Point Repair – Phase I Project. We are pleased to present the following Scope of Professional Services and Fee Schedule.

Description of Services

Construction consultation services will be provided to the District on an on-call basis for the subject project, to assist the District in obtaining construction work that is in substantial conformance with the project contract documents.

Task 1. On-Call Construction Administration Services

Our construction administration services will consist of the following:

- Provide interpretation of contract documents to address contractor Requests for Information, assist in the preparation of change orders, review extra work requests, and review shop drawings and other contractor submittals.
- Coordinate AutoCAD file transfer to Contractor if requested and as directed by the District.
- Provide consultation and prepare drawings as needed to address and resolve pipeline conflicts during construction.
- Coordinate construction with the City of Menlo Park, Town of Atherton, and San Mateo County.
- Prepare Record Drawings at the end of the project.
- Attend meetings with the Contractor, as requested by the District.
- Provide construction observation services on an as-needed, on-call basis.
- Provide construction contract and contractor payment coordination.

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



Proposed Fee

All work will be on a time and materials (T&M) basis, not exceed the following limits without District authorization:

On-Call Construction Administration Services \$50,000 (budget)

Thank you for the opportunity of submitting this proposal to you. We look forward to working with you on another successful project. If you have any questions, please feel free to call us.

Very truly yours,

FREYER & LAURETA, INC.

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

**Richard J. Laureta, P.E.
President**

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WEST BAY SANITARY DISTRICT AGENDA ITEM 8

To: *Board of Directors*

From: *Debra Fisher, Finance Manager*

Subject: *Consider Approving Closing of Garratt Reimbursement Agreement*

Background

On June 25, 2001 the District entered into a reimbursement agreement with Mansfield Garratt for sewer main extension to 469 Minoca Road, which was completed December 11, 2000. The District reviewed the costs and determined that \$150,000 was eligible for reimbursement, approved by the board on June 25, 2001, Resolution 1442.

The original terms of the agreement were fulfilled by the District in payments sent to Mr. Garratt through February 15, 2016, for the total \$150,000 eligible for reimbursement.

The District was contacted by Elizabeth Hayden, informing us that her and her brother, Tyler Garratt, were dependents of Mr. Garratt and inquiring on the status of the agreement.

After reviewing District records, it was determined that the last three payments sent after February 6, 2014 did not clear the District bank and were eventually void. Reimbursements between October 22, 2003 and September 4, 2012, which cleared the District bank totaled \$129,308.58. The balance of the eligible reimbursement, per the agreement, is \$20,691.42.

Elizabeth Hayden and Tyler Garratt provided sufficient evidence that they were the successors in interest, per the terms of the agreement. On October 18, 2022, the two successors in interest were provided the attached letter asking them to attest to this and acknowledge their acceptance that with the reissuing of the balance in two equal payments, the District has fulfilled its full obligation under the Agreement and the Agreement will be closed. The District's General Counsel reviewed the letter and acknowledgement, to insure that it would sufficiently relieve any further District liability.

On February 16, 2023, the District received the signed acknowledgment.

Fiscal Impact

The District has reissued two checks for a combined \$20,691.42 to the successors in interest of the Garratt reimbursement agreement, to bring the total paid to \$150,000 to Mansfield Garratt and his successors in interest.

Recommendation

The Finance Manager recommends the District Board approve the closing of the reimbursement agreement with Mansfield Garratt.

Attachment: 2022-10-18 Garratt Acknowledgement & Agreement



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.

October 18, 2022

Elizabeth Hayden & Tyler Garratt

Regarding: Mansfield W. Garratt III Reimbursement Agreement

The West Bay Sanitary District (District) received your request to transfer Mansfield Garratt's reimbursement rights under the terms of the Reimbursement Agreement (3.f.) dated June 25, 2001.

The original terms of the agreement were fulfilled by the District in payments sent to Mr. Garratt through February 15, 2016, for the total \$150,000 eligible for reimbursement. We recognize through the Certificate of Death that Mansfield W. Garratt III died on November 21, 2011 and the last three payments sent after that date did not clear our bank and were eventually void. Reimbursements between October 23, 2003 and September 4, 2021, which cleared our bank totaled \$129,308.58. The balance that may be reissued is \$20,691.42.

Based on the Mansfield W. Garratt III Family Trust, Section 3.2, this amount would be divided in equal shares of \$10,345.71 to the two children; Elizabeth Hayden & Tyler Garratt. The payment of which would constitute the fulfillment of eligible reimbursement under the agreement, closing the agreement.

Pursuant to the terms of the agreement, the District requests both Elizabeth Hayden & Tyler Garratt sign the following statement to provide evidence, satisfactory to the District, of the regularity and authenticity of the assignment and relieve the District of any further liability or obligation.

Please return the attached statement certifying your authenticity as Successor in Interest.

Sincerely,

Debra Fisher

Debra Fisher
Finance Director

October 18, 2022

Mansfield W. Garratt III Reimbursement Agreement
Mansfield W. Garratt III (Reimbursee)

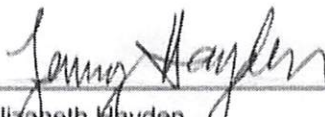
Pursuant to the terms of the Reimbursement Agreement (Agreement) with Mansfield W. Garratt III, I Elizabeth Hayden and Tyler Garratt certify that I am the rightful successor in interest with my sibling (below mentioned) in equal shares, per the terms of the Mansfield W. Garratt III Family Trust and that there is no Will or other document that otherwise assigns Reimbursee's reimbursement rights under the agreement.

Successors in Interest:

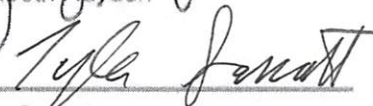
- 1. Elizabeth Hayden
- 2. Tyler Garratt

The West Bay Sanitary District (District) may accept the Mansfield W. Garratt III Family Trust as evidence, satisfactory to the District, of the regularity and authenticity of the assignment and relieves the District of any further liability or obligation.

I further acknowledge that the balance eligible for reimbursement on the Agreement is \$20,691.42. Upon the District reissuing this amount in equal amounts of \$10,345.71 to the two named Successors in Interest, the District has fulfilled its full obligation under the Agreement and the Agreement will be closed. By signing below, we relieve the District from any liability or obligation.



 Elizabeth Hayden



 Tyler Garratt

RESOLUTION NO. 1442 (2001)

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BE IT RESOLVED that the President and Secretary of the West Bay Sanitary District be and are hereby authorized to execute the attached Reimbursement Agreement by and between the West Bay Sanitary District ("District") and Mansfield W. Garratt III ("Developer").

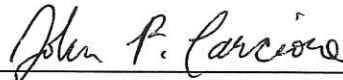
Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 25th day of June 2001, by the following vote:

Ayes: SHEPHERD, CARCIONE, WALKER

Noes: NONE

Abstain: NONE

Absent: KNIGHT, LOMAX



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

Attest:



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

REIMBURSEMENT AGREEMENT
"LANDS OF GARRATT - 469 MINOCA ROAD, PORTOLA VALLEY"

This Agreement is entered into this 25th day of June, 2001, by and between the WEST BAY SANITARY DISTRICT, a public agency, hereinafter referred to as "District" and MANSFIELD (GARY) W. GARRATT III, the other person executing this Agreement, hereinafter referred to as "Developer."

RECITALS

A. Developer pursued and completed development activities on certain real property located in the territory of District and more particularly described in Exhibit "A" attached hereto ("the Real Property") for which it has been necessary for Developer to construct and install, at Developer's expense, certain wastewater collection and transmission facilities (the "Wastewater Facilities") to serve the development. The Wastewater Facilities are more particularly described in Exhibit "B" attached hereto.

B. The Wastewater Facilities are complete and on December 11, 2000, they were accepted by District and are now public property of District. The Wastewater Facilities have the potential to serve and benefit persons in the District in addition to those persons who may occupy the Real Property.

C. Because persons other than those who may occupy the Real Property may be served and benefited by the Wastewater Facilities, the parties agree that such persons should be required to reimburse Developer for their proportionate share of Developer's cost to construct and install the Wastewater Facilities.

D. District has reviewed the costs incurred by Developer and has determined that the total sum of One Hundred Fifty Thousand Dollars (\$ 150,000.00) is eligible for reimbursement pursuant to the following Terms and Conditions of this Agreement.

In consideration of the foregoing Recitals and the following Terms and Conditions, District and Developer agree as follows:

TERMS AND CONDITIONS

1. **Supplemental Connection Charge**

a. In addition to the usual connection charges imposed by the District upon connection to the District's wastewater system, the District shall also impose a "Supplemental Connection Charge" for each connection to the Wastewater Facilities by any of the following persons (referred to in this Agreement as "Connectors"):

- (1) Any person, other than Developer, who makes an initial connection to the Wastewater Facilities;
- (2) Any person, other than Developer, who makes one or more additional connections to the Wastewater Facilities;

(3) Any person, other than Developer, who increases the discharge of wastewater through an existing connection to the Wastewater Facilities if that discharge exceeds the person's authorized discharge entitlement; and

(4) Developer, if Developer either (a) makes one or more additional connections to the Wastewater Facilities, or (b) increases the discharge of wastewater through an existing connection to the Wastewater Facilities so that the resulting discharge exceeds the Developer's authorized discharge entitlement; provided, however, that in either of the foregoing cases, the Supplemental Connection Charge otherwise payable by Developer will be waived if (a) there have been no prior connections to the Wastewater Facilities other than connections made by Developer, and (b) Developer executes an amendment to this Agreement in form and content acceptable to District which makes an appropriate adjustment in the "Cp" factor attributable to Developer.

For purposes of this Agreement, a connection includes both a connection of a building sewer to the Wastewater Facilities and a connection of an upstream sewer extension to the Wastewater Facilities.

b. Subject to the provisions of subparagraph 1.c. below, the amount of the Supplemental Connection Charge payable by each Connector shall be computed in accordance with the following formula:

$$SCC = \frac{ERC \times C_n \times (ENRC/ENRI)}{C_p + C_n}$$

Where:

SCC = The Supplemental Connection Charge to be paid by the new Connector.

ERC = The total eligible reimbursable cost specified in Recital D of this Agreement.

Cp = A factor representing the total wastewater contribution of all previous Connectors to the Wastewater Facilities measured in SFDE pursuant to subparagraph 1.d. below.

Cn = A factor representing the wastewater contribution of the new Connector to the Wastewater Facilities measured in SFDE pursuant to subparagraph 1.d. below.

ENRC = The ENR Construction Cost Index, rounded to the nearest whole number, for the month in which payment of the supplemental connection charge is made by the new connector.

ENRI = The ENR Construction Cost Index for the month in which the Wastewater Facilities were accepted by the District. ENRI shall be 6283.

c. Under no circumstances shall the amount of the Supplemental Connection Charge payable by a Connector exceed the estimated cost of constructing wastewater facilities from the Connector's property to the point where the Wastewater Facilities constructed by Developer connect to District's system. For this purpose, the estimated cost shall be determined by District.

d. Prior to the approval of a new connection to the Wastewater Facilities, the District Manager shall determine and establish the contribution of wastewater expected to be generated by the new Connector, measured in terms of single family dwelling equivalents ("SFDE"). Each single family dwelling unit shall be assigned a factor of 1 SFDE. All other uses shall be assigned an equivalency factor which is representative of the contribution of wastewater expected to be generated by the particular use. The equivalency factor shall take into account the volume of wastewater flows expected to be produced by the Connector and any other characteristics of the Connector's wastewater which may have an impact on the Wastewater Facilities. However, in no event shall any Connector be assigned an equivalency factor of less than 1 SFDE.

e. For purposes of this Agreement the amount of Cp attributable to Developer's wastewater contribution shall be 1 SFDE.

2. **Collection of Supplemental Connection Charges**

a. District shall use its best efforts to collect Supplemental Connection charges from all persons who become obligated to pay them. However, District may postpone or waive, in whole or in part, collection of any such charges if, after reasonable notice and hearing, the District Board, in the exercise of reasonable discretion, makes one of the following determinations:

- (1) Acting pursuant to Health and Safety Code Section 6520.6, the District Board determines the amount is too small to justify the cost of collection; or
- (2) The District Board determines that in the interest of the public health, safety and welfare, collection of the amount is not justified; or
- (3) The District Board determines that collection of the amount would pose an undue financial hardship on the new Connector.

If such a determination is made by the District Board, the determination shall be binding, and neither Developer, Connectors or any other person shall have a claim against District by reason of District's failure to collect any amount which is the subject of such a determination.

b. District's obligation to collect Supplemental Connection Charges shall cease upon the first of the following events to occur:

- (1) The lapse of twenty-five (25) years from the date of District's approval and acceptance of the Wastewater Facilities; or

- (2) At any time District no longer has the legal authority to collect these charges.

c. Nothing in this Agreement shall be interpreted to require District to allow connections to be made to the Wastewater Facilities. Connections may be denied by District under any circumstances including, but not limited to the following:

- (1) District does not have sufficient capacity to serve the proposed connection(s); or
- (2) District is precluded by law from allowing the connection(s); or
- (3) The proposed connection(s) are not in compliance with established policies and regulations of District.

3. **Reimbursement**

a. For purposes of this paragraph 3, the persons to whom reimbursement shall be made by District are referred to as "Reimbursees."

b. The following persons are Reimbursees and shall be entitled to reimbursement as provided in this paragraph 3:

- (1) Developer; and
- (2) Prior Connectors who have paid Supplemental Connection Charges.

c. Except as provided in subparagraph 3.d. below, as Supplemental Connection Charges are collected from each new Connector for each new connection, District shall credit the account of each Reimbursee with a proportionate share of the charges collected based upon the ratio which each Reimbursee's discharge entitlement, measured in SFDEs, bears to the total of all wastewater discharge entitlements, measured in SFDEs, for all Reimbursees, less District's reasonable administrative cost to make the collection and reimbursement of the Supplemental Connection Charge.

d. In the case of any prior Connector who is a Reimbursee pursuant to subparagraph 3.b. above but who, pursuant to the provisions of subparagraph 2.a. of this Agreement, has not been required by the District to pay the full Supplemental Connection Charge which otherwise should have been imposed, such a connector shall be entitled to reimbursement, but only to the extent provided in this subparagraph. In calculating such a Connector's reimbursement amount pursuant to subparagraph 3.c. above, the Connector's wastewater discharge entitlement shall be discounted in the same ratio as the amount of the Supplemental Connection Charge actually paid by the Connector bears to the Supplemental Connection Charge which the connector should have paid except for the effect of the provisions of subparagraph 2.a.

e. Payment of amounts credited will be made by District within a reasonable time after Supplemental Connection Charges are collected.

f. In the absence of written instructions in form and substance acceptable to District, District's reimbursement obligations to any Reimbursee shall be deemed fully satisfied upon sending the reimbursement payment(s) to the Developer and, if applicable, to prior Connectors, who paid the Supplemental Connection Charge to the addresses shown for such persons in District's records. Each Reimbursee shall be responsible to inform the District of any changes. If District becomes aware that a dispute exists regarding the identity of the person to whom the payment is due, District may withhold the payment until the dispute is resolved to District's satisfaction.

A Reimbursee may assign the Reimbursee's reimbursement rights under this Agreement; provided, however, that insofar as District's rights and obligations are concerned, any such assignment shall be effective only if (1) District is provided with evidence, satisfactory to District, of the regularity and authenticity of the assignment and (2) the parties to the assignment have executed and delivered to District instruments in form and substance satisfactory to District which relieve District from any liability or obligation by reason of District's reliance upon and performance of its duties in conformity with the provisions of the assignment.

g. Interest shall not accrue on any funds collected and held for the account of persons pursuant to the provisions of this Agreement, and no person shall have a claim against District for interest on such funds; provided, however, that the provisions of this subparagraph do not preclude application of the interest factor provided for in subparagraph 1.b. above.

4. **Connectors' Approval of Agreement**

As a condition of the District's approval of any connection to the Wastewater Facilities, the District may require a Connector to execute an instrument, in form and substance acceptable to District, which evidences Connector's acknowledgment of the Terms and Conditions of this Agreement and consent to be bound thereby.

5. **Miscellaneous Provisions**

a. This Agreement constitutes the entire understanding and agreement between the parties.

b. This Agreement may not be modified or amended except by a further written agreement executed by all parties who are signatories hereto.

c. This Agreement shall be binding upon and inure to the benefit of the parties, their assigns, personal representatives and successors in interest.

d. At the option of District, the signatures of the persons executing this Agreement on behalf of the parties shall be acknowledged and the Agreement shall be recorded in the Official Records of San Mateo County.

e. Developer agrees to indemnify and hold harmless District from any and all losses, damages and claims of any kind, known or unknown, arising out of any negligence or intentional act on the part of the Developer.


District:

WEST BAY SANITARY DISTRICT

By: 
President

Attest: 
Secretary

Developer:

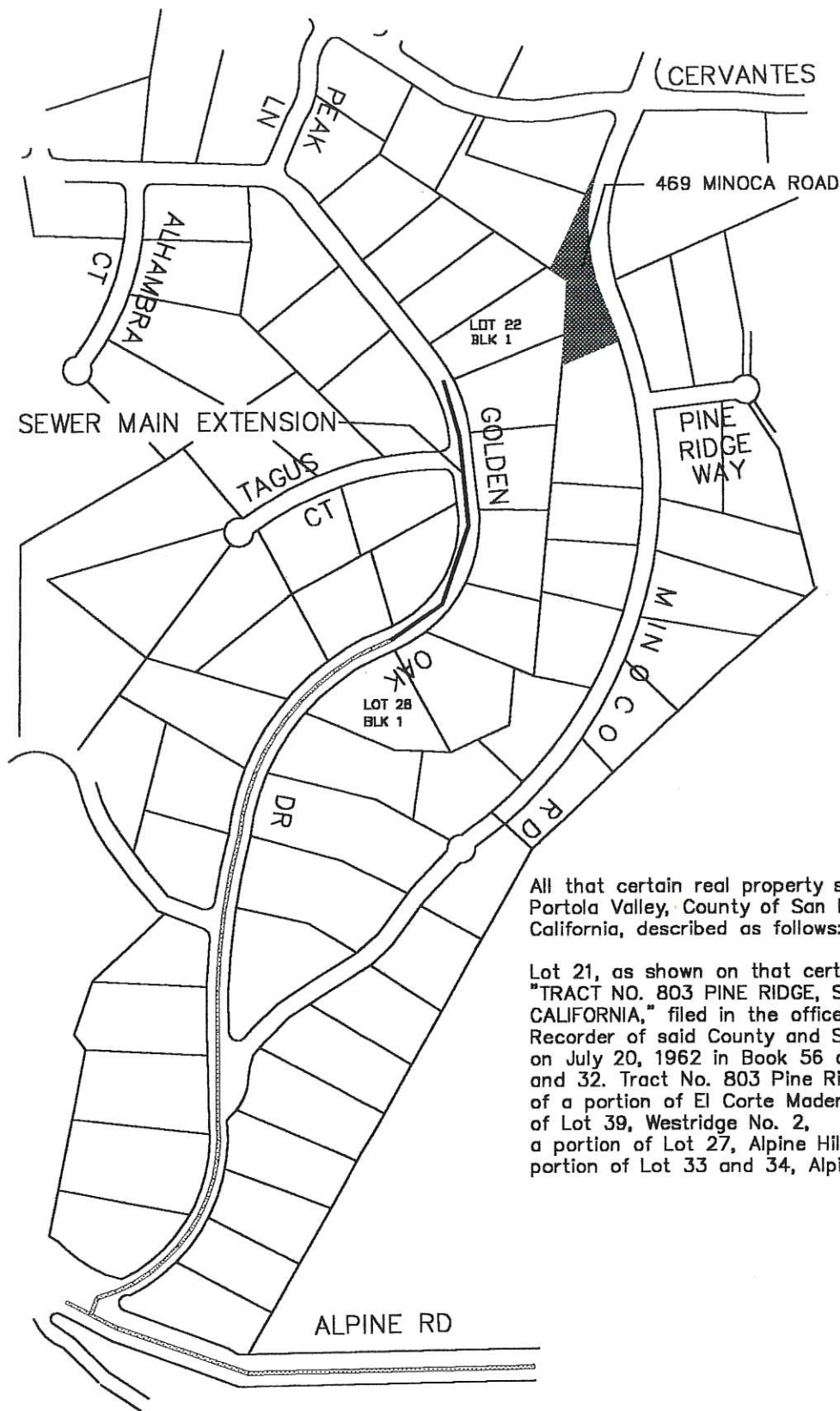
By: 
Mansfield (Gary) W. Garratt III

N:\BILLKreimburs\garratt-agree.DOC

EXHIBIT "A"

All that certain real property situate in the Town of Portola Valley, County of San Mateo, State of California, described as follows:

Lot 21, as shown on that certain map entitled "TRACT NO. 803 PINE RIDGE, SAN MATEO COUNTY, CALIFORNIA," filed in the office of the County Recorder of said County and State, on July 20, 1962 in Book 56 of Maps at Pages 31 and 32. Tract No. 803 Pine Ridge being a subdivision of a portion of El Corte Madera Rancho, a portion of Lot 39, Westridge No. 2, a portion of Lot 27, Alpine Hills, Unit No. 2 and a portion of Lot 33 and 34, Alpine Hills Unit No. 3.



All that certain real property situate in the Town of Portola Valley, County of San Mateo, State of California, described as follows:

Lot 21, as shown on that certain map entitled "TRACT NO. 803 PINE RIDGE, SAN MATEO COUNTY, CALIFORNIA," filed in the office of the County Recorder of said County and State, on July 20, 1962 in Book 56 of Maps at Pages 31 and 32. Tract No. 803 Pine Ridge being a subdivision of a portion of El Corte Madera Rancho, a portion of Lot 39, Westridge No. 2, a portion of Lot 27, Alpine Hills, Unit No. 2 and a portion of Lot 33 and 34, Alpine Hills Unit No. 3.

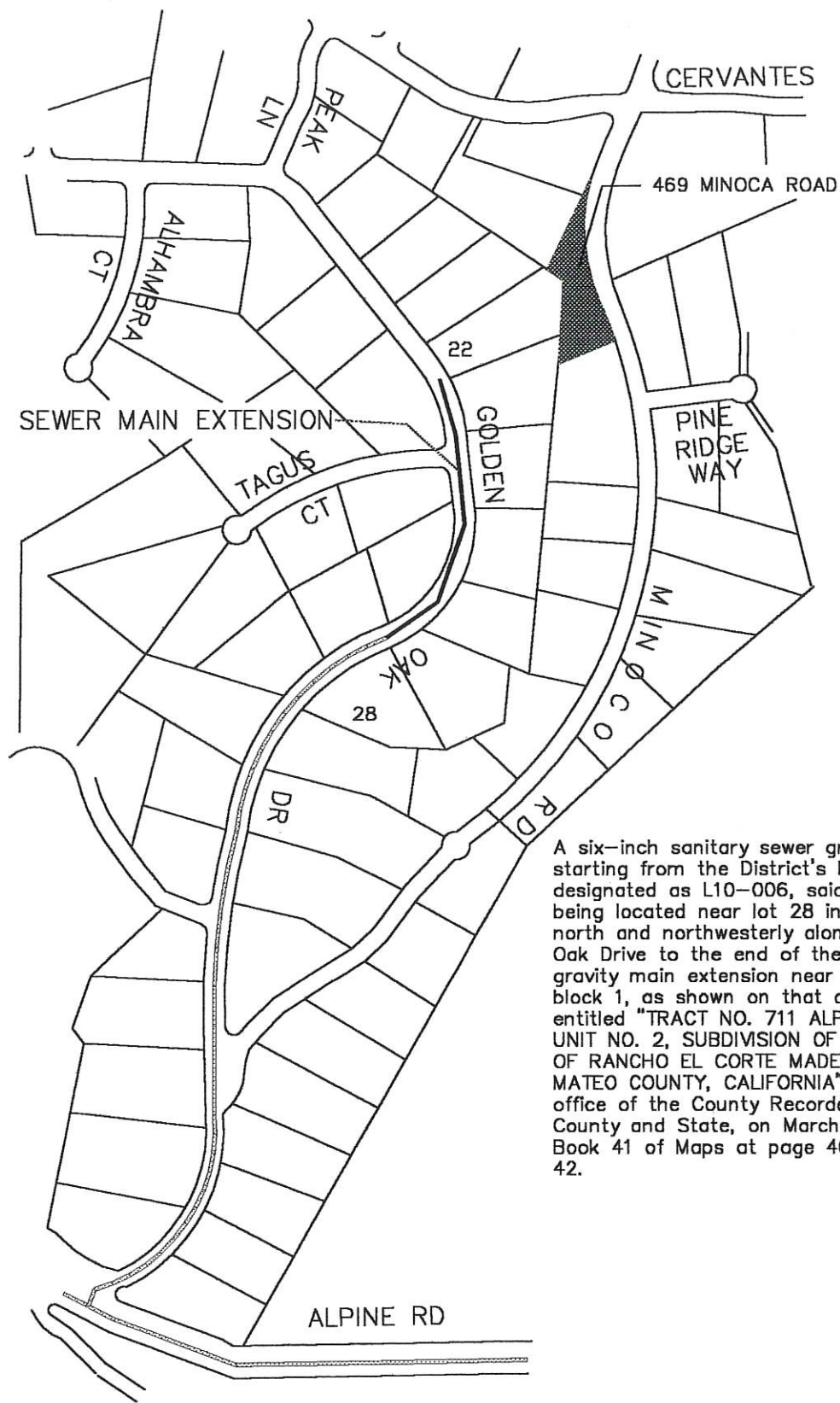
WEST BAY SANITARY DISTRICT

469 MINOCA ROAD SEWER MAIN EXTENSION

EXHIBIT "A"

EXHIBIT "B"

A six-inch sanitary sewer gravity main starting from the District's Manhole designated as L10-006, said manhole being located near lot 28 in block 1, north and northwesterly along Golden Oak Drive to the end of the 6-inch gravity main extension near lot 22 in block 1, as shown on that certain map entitled "TRACT NO. 711 ALPINE HILLS UNIT NO. 2, SUBDIVISION OF A PORTION OF RANCHO EL CORTE MADERA, SAN MATEO COUNTY, CALIFORNIA", filed in the office of the County Recorder of said County and State, on March 17, 1955 in Book 41 of Maps at page 40, 41 and 42.



A six-inch sanitary sewer gravity main starting from the District's Manhole designated as L10-006, said manhole being located near lot 28 in block 1, north and northwesterly along Golden Oak Drive to the end of the 6-inch gravity main extension near lot 22 in block 1, as shown on that certain map entitled "TRACT NO. 711 ALPINE HILLS UNIT NO. 2, SUBDIVISION OF A PORTION OF RANCHO EL CORTE MADERA, SAN MATEO COUNTY, CALIFORNIA", filed in the office of the County Recorder of said County and State, on March 17, 1955 in Book 41 of Maps at page 40, 41 and 42.

WEST BAY SANITARY DISTRICT

469 MINOCA ROAD SEWER MAIN EXTENSION

EXHIBIT "B"



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 9**

To: Board of Directors

From: Sergio Ramirez, General Manager

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

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:

2020	Treated	Delivered
August	8.8MG	8.2MG
September	8.2MG	5.1MG
October	7.4MG	4.5MG
November	5MG	1.4MG
December	4.7MG	.55MG
2021	Treated	Delivered
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

Report to the District Board for the Regular Meeting of March 8, 2023

2022	Treated	Delivered
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

2023	Treated	Delivered
January	5MG	0 gallons
February	3.3MG	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 10**

To:*Board of Directors*

From:*Sergio Ramirez, General Manager*

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

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 opportunity to provide direction to staff and general counsel.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 11**

To: Board of Directors

From: Sergio Ramirez, General Manager

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

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 12**

To: Board of Directors

From: Sergio Ramirez, General Manager

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

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

Report to the District Board for the Regular Meeting of March 8, 2023

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