

*1902 - Serving Our Community for 120 Years - 2022*  
WEST BAY SANITARY DISTRICT  
AGENDA OF BUSINESS  
REGULAR MEETING OF THE DISTRICT BOARD  
WEDNESDAY, JULY 13, 2022 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

**District Manager**

Sergio Ramirez

**District General Counsel**

Anthony Condotti, Esq.

**AGENDA OF BUSINESS**

**NOTICE OF PUBLIC PARTICIPATION BY TELECONFERENCE or ZOOM ONLY**

Pursuant to California Assembly Bill 361, members of the West Bay Sanitary District Board of Directors and Staff may participate in this meeting via a teleconference. In the interest of reducing the spread of COVID- 19, members of the public are allowed to participate telephonically only, and may submit comments in advance by email addressed to [treese@westbaysanitary.org](mailto:treese@westbaysanitary.org) by 4:00 p.m. on Wednesday, July 13<sup>th</sup>.

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

<https://us06web.zoom.us/j/85072584426?pwd=OVNsUVB1N0YxT3RmaWZRVVZxRkwrQT09>

Meeting ID: 850 7258 4426 Passcode: 049603

Or by phone, call: 1-669-900-6833 Meeting ID: 850 7258 4426 Passcode: 049603

Following receipt of public comment and open session items, the Board will adjourn to closed session. Reportable action, if any, will be available upon inquiry within twenty-four (24) hours.

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

1. Call to Order and Roll Call
2. Communications from the Public
3. Public Hearing: Consider Approving Resolution Confirming Report on Sewer Service Charges for West Bay Sanitary District for the Fiscal Year 2022/2023 Pg. 3-1
4. Consider Approving Resolution Confirming Report on Sewer Service Charges for West Bay Sanitary District for Fiscal Year 2022/2023 Pg. 4-1

5. Consent Calendar

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

- A. Approval of Minutes for Regular Meeting June 22, 2022 Pg. 5A-1
  - B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru June 30, 2022 Pg. 5B-1
  - C. WBSD Operations and Maintenance Report – June 2022 Pg. 5C-1
  - D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – June 2022 Pg. 5D-1
  - E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – June 2022 Pg. 5E-1
  - F. Consider Approval of Resolution Authorizing District to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361 Pg. 5F-1
6. Report and Discussion with Fischer Compliance on the Sewer System Management Plan Five Year Audit Pg. 6-1
7. District Manager’s Report Pg. 7-1
8. Consider Adoption of Resolution to Approve Amendment #9 to the Agreement for Root Foaming Services with Duke’s Root Control Inc., and Authorize the District Manager to Execute Said Amendment Pg. 8-1
9. Consider Authorizing District Manager to enter into an Agreement with Freyer & Laureta, Inc. for Master Plan Request for Proposal Preparation Services Pg. 9-1
10. Consider Authorizing District Manager to enter into Agreement for Engineering Design Services with Freyer & Laureta Inc. for the Point Repair Sanitary Sewer Improvements Project. Pg. 10-1
11. Review and Consideration to Approve the Conflict of Interest Code and General Rules of Office for the District Board Pg. 11-1
12. July 13<sup>th</sup>, 2022 Update Report on District Response to Corona Virus Pg. 12-1
13. Discussion and Direction on Sharon Heights Recycled Water Plant Pg. 13-1
14. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 14-1
15. Report and Discussion on South Bayside Waste Management Authority (SBWMA) Pg. 15-1
16. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 16-1

17. Closed Session

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Cal. Govt. Code §54956.9(d))  
Name of Case: *1740 Oak Avenue, LP v. West Bay Sanitary District, et al.* –  
SMCSC Case No. 18CIV02183
  
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/CONF. WITH LABOR  
NEGOTIATORS  
Agency designated representatives: Board President/Legal Counsel  
Unrepresented employee: District Manager

18. Consider Resolution Authorizing the President and Secretary of the District Board to Restate Employment Agreement Between the West Bay Sanitary District And Sergio Ramirez (General Manager) Pg. 18-1

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

20. 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.

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## WEST BAY SANITARY DISTRICT AGENDA ITEM 3

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *Public Hearing: Consideration to Approve Resolution Confirming Report on Sewer Service Charges for West Bay Sanitary District for the Fiscal Year 2022/2023*

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### **Background**

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

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

On April 27, 2022, the District Board held a public hearing to establish SSCs for fiscal year 2022/2023 in accordance with Proposition 218. The established SSC for fiscal year 2022/2023 is \$1,280 for a single-family residence (SFR) and \$2,050 for SFRs within the On-site Wastewater Disposal Zone (OWDZ). Non-residential users are calculated based on water consumption and type of use so charges will vary, but no non-residential user shall be charged less than the established SFR.

On May 25, 2022, the District Board established July 13, 2022 at 7:00 pm as the date and time of the Public Hearing to consider any objections or protest to the sewer service charges to be collected on the tax roll for the Fiscal Year 2022/2023.

### **Analysis**

After closing the Public Hearing, the Board is asked to adopt the "Resolution Confirming Report on Sewer Services Charges for FY 2022/2023", which states that objections and protests against the report were not made by the owners of a majority of the properties against which charges were fixed at the Public Hearing held July 13, 2022. The Resolution further states that the charges will be collected on the FY 2022/2023 tax roll.

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### **Fiscal Impact**

The Fiscal Year 2022-2023 budget estimated annual SSC revenues to be \$29,524,654. The final report anticipates revenues to be a total of \$30,471,007.37 based on SSC and Commercial accounts water usage data for calendar year 2021.

### **Recommendation**

The District Manager recommends, following the close of Public Hearing, the District Board adopt the Resolution Confirming Report on Sewer Service Charges for Fiscal Year 2022-2023.



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 4**

**To: Board of Directors**

**From: Sergio Ramirez, District Manager**

**Subject: Consider Approving Resolution Confirming Report on Sewer Service Charges for West Bay Sanitary District for Fiscal Year 2022/2023**

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Following the Public Hearing, the Board is asked to approve the attached Resolution confirming the report on Sewer Service Charges for Fiscal Year 2022-2023.

Attachment: Resolution\_\_\_\_ (2022)  
San Mateo County Controller Letter

RESOLUTION NO. \_\_\_\_\_ (2022)

**A RESOLUTION CONFIRMING REPORT ON SEWER SERVICE CHARGES  
FOR WEST BAY SANITARY DISTRICT FOR FISCAL YEAR 2022/2023  
FOR THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\*\*\*\*\*

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

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

**WHEREAS**, said written report for fiscal year 2022/2023, July 1, 2022-June 30, 2023 was prepared and filed with the Secretary on May 25, 2022 and

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

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

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

**WHEREAS**, the highest charge amount is \$505,981.38 and lowest charge amount is \$1,280.00; and

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

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

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

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



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

3. That the Secretary of this District is hereby directed to file with the County Controller of San Mateo County on or before the 1<sup>st</sup> day of August 2022 a copy of said report, upon which shall be endorsed, over their signature, a statement that the report has been finally adopted by the District Board of the West Bay Sanitary District.

4. The County Controller of San Mateo County shall, upon receipt of said report, enter the amounts of the charges against the respective lots or parcels as they appear on the assessment roll for fiscal year 2022-2023.

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Passed and adopted by the District Board of West Bay Sanitary District at a regular meeting thereof held on the 13th day of July, 2022 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Attest:

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



*Serving Our Community Since 1902*

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

SERGIO RAMIREZ  
District Manager

In reply, please refer to our  
File No.

1250.3

July 13, 2022

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

Dear Mr. Raigoza:

This is to state that at the July 13, 2022 Regular Meeting of the West Bay Sanitary District Board, the Board did adopt the written report referred to in Section 5473 of the Health and Safety Code of the State of California. This adoption was made pursuant to the provisions of Section 5473.4 of the Health and Safety Code of the State of California. A copy of the written report is herewith.

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

Very truly yours,

**WEST BAY SANITARY DISTRICT**

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David Walker  
Secretary of the District Board

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



*1902 - Serving Our Community for over 115 Years - 2022*

**WEST BAY SANITARY DISTRICT  
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD  
WEDNESDAY, JUNE 22, 2022 AT 7:00 P.M.**

**1. Call to Order**

President Dehn called the meeting to order at 7:02 PM

**Roll Call**

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

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Ramirez, Hulsmann, Schiedt, and Condotti by Zoom

Others Present: Steve Gortler – Consultant

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

**3. Public Hearing - Annexing Certain Territory Within the West Bay Sanitary District's On-Site Wastewater Disposal Zone – Lands of Raghav (229 Grove Drive, Portola Valley)**

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

Discussion/Comments: None.

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

**4. Consent Calendar**

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

Discussion/Comments: None.

- A. Approval of Minutes for Regular Meeting June 8, 2022
- B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru May 31, 2022
- C. WBSD Operations and Maintenance Report – May 2022
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – May 2022
- E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – May 2022
- F. Consider Adopting Resolution Consenting to Annexation of Territory to the West Bay Sanitary District by the San Mateo County Local Agency Formation Commission – 229 Grove Drive, Portola Valley (079-011-050), Lands of Raghav

- G. Consider Adopting Resolution Ordering Annexation of Certain Parcels in the Territory of West Bay Sanitary District to the West Bay Sanitary District's On-Site Wastewater Disposal Zone Including Certain Determinations, Findings and Declarations of the District Board – Lands of Raghav (229 Grove Drive Portola Valley)
- H. Consider Authorizing the District Manager to Issue the Class 3 Permit for the Sewer Realignment Required for 1173 Saratoga Avenue, East Palo Alto and Ratify Authorizing the District Manager to Execute an Agreement with the Property Owner

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

**5. Discussion and Direction Following the Approval by San Mateo LAFCo on the Municipal Service Review for the City of East Palo Alto, East Palo Alto Sanitary District, and West Bay Sanitary District**

Discussion/Comments: District Manager Ramirez reported on the June 15<sup>th</sup> meeting and stated that it appears that the City of East Palo Alto will be moving forward with an application to dissolve the East Palo Alto Sanitary District. At the meeting he expressed the District's desire to support the community of East Palo Alto.

**6. District Manager's Report**

Discussion/Comments: District Manager Ramirez reported a request for proposals is being prepared for the District's 2023 Master Plan & Hydraulic Study. He also reported the District will be a sponsor of the Tour de Menlo in September. He continued to report on a letter that was received from a Registered Municipal Advisor and that he would prepare a response. District Manager Ramirez informed the Board that a root foam agreement will be considered at the next Board meeting. He also reminded the Board the next Board meetings are scheduled for July 13<sup>th</sup> and July 27<sup>th</sup>. The complete District Manager's written report is in the June 22, 2022 agenda packet.

**7. Approve Resolution for Sanitary Sewer System Operation and Maintenance Services for The Town Of Los Altos Hills And Authorize The District Manager To Execute an Agreement**

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

Discussion/Comments: Board consensus was to approve this item with a provision of re-opening the contract if the Consumer Price Index exceeds 4% in year 3 of the contract.

**8. Approve Resolution for Amendment No.9 to the Maintenance Services Agreement Between West Bay Sanitary District and the Town Of Woodside for Sanitary Sewer Maintenance Services and Authorize the District Manager to Execute the Amendment**

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

Discussion/Comments: None.

**9. Presentation and Direction on District Root Foaming Services**

Discussion/Comments: Operations Superintendent Robert Hulsmann and Assistant Operations Superintendent Robert Scheidt reported on the current chemical root control program, proposed changes to the program, and gave recommendations.

**10. Approve Additional Contributions from Connection Fees to the Treatment Plant Reserve in FY 2021-22**

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

Discussion/Comments: District Manager Ramirez reported that SVCW no longer charges an additional connection fee. The balance of such connection fees is \$2.2M. He requested authorization to move these funds to the new Treatment Plant Reserve (TPR) from the Local Agency Investment Fund (LAIF).

**11. June 22<sup>nd</sup>, 2022 Update Report on District Response to Corona Virus**

Discussion/Comments: District Manager Ramirez reported one employee is out with COVID-19 and one is working from home as a precaution.

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

Discussion/Comments: District Manager Ramirez reported the plant is delivering recycled water based on the available capacity at the holding pond. The golf course has notified the District they will be changing their watering schedules and will not be supplementing with portable water. In addition, he stated a project management agreement with Meta is still pending.

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

Discussion/Comments: District Manager Ramirez reported that permitting is underway with the Army Corps of Engineers. He also reported that a Title XVI "Crosswalk" report was submitted to the Bureau of Reclamation.

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

Discussion/Comments: None.

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

Discussion/Comments: Director Otte reported that the Commission approved a \$8M change order for work that was not included in the original design/build contract. He also reported that a \$1M water reuse contract with Kennedy\Jenks was approved.

**16. Closed Session**

Entered closed session at 8:52 p.m. Left closed session at 9:54 p.m.

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Cal. Govt. Code §54956.9(d)(2):  
(1 potential case)
- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Cal. Govt. Code §54956.9(d))  
Name of Case: *1740 Oak Avenue, LP v. West Bay Sanitary District, et al.* –  
SMCSC Case No. 18CIV02183
- C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/CONF. WITH LABOR  
NEGOTIATORS  
Agency designated representatives: Board President/Legal Counsel  
Unrepresented employee: District Manager

Reportable action: None.

**17. Consider Resolution Authorizing the President and Secretary of the District Board to Restate Employment Agreement Between the West Bay Sanitary District And Sergio Ramirez (District Manager)**

Motion to Approve by: \_\_\_\_\_ 2<sup>nd</sup> by: \_\_\_\_\_ Vote: AYE: \_\_\_\_\_ NAY: \_\_\_\_\_ Abstain

Discussion/Comments: Board consensus was to table this item until the next Board meeting.

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

Discussion/Comments: Consider approval of root foam agreement.

**19. Adjournment Time:** The meeting was adjourned at 10:05 PM

\_\_\_\_\_  
Secretary

**West Bay Sanitary District  
Receipts  
June 2022**

RECEIPT NUMBER	RECEIPT DATE	DESCRIPTION	AMOUNT
462378	3/25/2022	Bandel and Paula Carano Trust: SSC FY 2021-22	1,399.33
462506	6/1/2022	Roto Rooter: 1545 Laurel Pl, MP, Permit	290.00
462507	6/2/2022	Six Sigma Construction: 836 Harvard Ave, MP, Permit	290.00
462508	6/1/2022	San Mateo County: Sewer Service Charges FY 2021-22	2,592,650.89
462509	6/3/2022	The Four M Plus Ten Trust: 1179 Saratoga Ave., EPA Permit	585.00
462510	6/3/2022	TJH NorCal LLC: 264 La Cuesta Dr, PV, ADU Conn	3,400.00
462511	6/6/2022	Thomas James Homes: 264 La Cuesta, MP, Permit	290.00
462512	6/6/2022	Adams Pool Solutions: 390 Stevick Dr, PV, Pool DC Permit	352.64
462513	6/7/2022	Sage Development Co.: 5 Cedar Ct, MP, Permit	290.00
462514	6/8/2022	EPS Inc: 980 Altschul Ave, MP, Permit	355.00
462515	6/8/2022	WBSD: SHGCC SRF MM Acct Transfer SRF Deposit Refund	23,416.98
462516	6/9/2022	Void	0.00
462517	6/9/2022	Discount Plumbing: 1310 Hobart St, MP, Permit	290.00
462518	6/10/2022	Real Social Good Inv: 1300 El Camino Real, MP, Conn 3-N-010	53,037.00
462519	6/10/2022	Real Social Good Inv: 1300 El Camino Real, MP, Conn I&I	1,275.00
462520	6/10/2022	Real Social Good Inv: 1300 El Camino Real, MP	290.00
462521	6/10/2022	Real Social Good Inv: 1300 El Camino Real, MP	290.00
462522	6/10/2022	Jennifer Nelson: 1517 Laurel St, MP, Permit	290.00
462523	6/10/2022	Edward C. Goodstein: 71 MacBain Ave., ATH, ADU Conn/Permit	5,815.65
462524	6/13/2022	Verle Aebi: 973 Roble Ave, MP, Permit	170.00
462525	6/14/2022	Discount Plumbing: 111 Baywood Ave, MP, Permit	290.00
462526	6/15/2022	Jason Williams: 450 Arlington Way, MP, Permit	290.00
462527	6/16/2022	Gillispie Construction: 750 Menlo Oaks Dr, MP, Permit	290.00
462528	6/17/2022	Handy Plumbing Man: 2087 Mills Ave, MP, Permit	355.00
462529	6/16/2022	Recology: Solid Waste Franchise Fee 5/2022	9,098.75
462530	6/21/2022	Parivash Gharavi: 3853 Alameda De Las Pulgas, MP, Permit	290.00
462531	6/22/2022	Francois Labonte/Jesse Gillispie: 750 Menlo Oaks Dr,ADU Conn	5,525.65
462532	6/22/2022	Town of Los Altos Hills: MSA 4/2022	21,009.57
462533	6/22/2022	Jed Beyer: Petty Cash 7/9/18 - 2/19/20, less \$181.00 Receipts	19.02
462534	6/22/2022	Fantastic Rooter: 178 Hillside Ave, MP, Permit	355.00
462535	6/22/2022	Post And Lintel Construction: 201 Mckendry Drive, MP, Permit	170.00
462536	6/23/2022	EJ Plumbing: 650 Kenwood Dr, MP, Permit	290.00
462537	6/23/2022	24/7 Rooter & Plumbing: 530 Bay Rd, MP, Permit	290.00
462538	6/23/2022	Wizard Plumbing: 560 Kenwood Ave, MP, Permit	95.00
462539	6/23/2022	Shahriar Amiri: 2181 Mills Ave, MP, Conn Fee	8,501.00
462540	6/24/2022	Build Home Construction: 2191 Mills Ave, MP, Permit	290.00
462541	6/23/2022	Shahriar Amiri: 2181 Mills Ave, MP, Permit	290.00
462542	6/27/2022	Thomas James Homes: 1165 Hillview Drive, MP, Permit	170.00
462543	6/27/2022	Wizard Plumbing: 560 Kenwood Ave, MP, Permit	195.00
462544	6/27/2022	Deborah Eula: 27 Sargent Ln, ATH, Permit	382.44
462545	6/28/2022	Thomas James Homes: 905 Monte Rosa, MP, Permit	170.00
462546	6/28/2022	Hilda Rosa Castaneda: 1119 Newbridge St, EPA, ADU, Permit	7,090.80
462547	6/28/2022	William Ericson: 18 Arastradero Rd, PV SSC & Late Fees	2,090.63
462548	6/29/2022	Discount Plumbing Inc: 2094 Camino A Los Cerros, MP, Permit	290.00
462549	6/30/2022	Grainger: Aged Credits Customer Refund	1,687.72
462550	6/30/2022	Menlo Park Fire Protection Dis: 2110 Valparaiso Ave, MP, Permit	170.00
<b>Total Receipts</b>			<b><u>\$2,744,473.07</u></b>

**West Bay Sanitary District  
Financial Activity Report  
Withdrawals  
June 2022**

CHECK	DATE	PAYEE	PURPOSE	AMOUNT
69144	6/2/2022	Alpha Analytical Laboratories	Daily Coliform Samples 5/2022	325.00
69145	6/2/2022	California Water Service	Water Service - April-May 2022	71.08
69146	6/2/2022	Federal Express	Shipping Charges - 4/2022	64.16
69147	6/2/2022	Navia Benefit Solutions	FSA Contributions PR 6/3/22	631.93
69148	6/2/2022	Grainger	Pump Station Parts & Material 5/2022	633.28
69149	6/2/2022	Hayward Pipe & Supply Co.	Flange Fittings Nuts & Bolts & Willow P/S: Check Valve Replacement 5/2	8,170.49
69150	6/2/2022	Medco Supply Company	First Aid Supply 5/2022	563.30
69151	6/2/2022	Pacific Gas & Electric	Electric Service - April-May 2022	14,726.95
69152	6/2/2022	Principal Life Insurance	Employee Benefits 6/2022	6,124.45
69153	6/2/2022	Rotary Of Menlo Park Fdn.	Sponsorship Public Outreach Event - Tour De Menlo	500.00
69154	6/2/2022	County Of San Mateo	LSSA Recording Fee: 520 Hobart St, MP	20.00
69155	6/2/2022	County Of San Mateo	LSSA Recording Fee: 188 Greenoaks Drive, Ath	20.00
69156	6/2/2022	Teamsters Local No. 350	Union Dues 6/2022	930.00
69157	6/9/2022	CalPERS Long-Term Care Program	LTC Withholding - 6/1/22-6/15/22	53.76
69158	6/9/2022	Cintas	Uniform Service April-June 2022	4,514.63
69159	6/9/2022	Cleanserv Universal Services	Janitorial Supplies May-June 2022	1,134.95
69160	6/9/2022	Grainger	Misc. Parts & Supplies 5/2022	693.25
69161	6/9/2022	HF&H Consultants, LLC	Sewer Service Charges Rate Study FY 2022-23, 4/2022	3,948.75
69162	6/9/2022	Hach Company	Flo Dar Maintenance & Reporting 6/2022	12,993.75
69163	6/9/2022	Home Depot Credit Services	Ops Supplies & Materials April-May 2022	2,089.08
69164	6/9/2022	KIS	VMware Annual Support Renewal (for servers) 7/27/22-7/26/23	4,091.00
69165	6/9/2022	City Of Menlo Park - Water	Water Service - April-May 2022	193.10
69166	6/9/2022	City Of Menlo Park-Fuel	Fuel: District Vehicles 5/2022	10,305.78
69167	6/9/2022	Municipal Maintenance Equip.	Unit 221: Hydraulic Motor 11/2021	584.34
69168	6/9/2022	Occupational Health Centers	Health Screenings 5/2022	247.00
69169	6/9/2022	GovConnection, Inc.	Autodesk Gov't AutoCAD LT New 1 Yr Subscription (2)	323.32
69170	6/9/2022	Pacific Gas & Electric	Electric Service - April-May 2022	4,057.54
69171	6/9/2022	Ferguson Enterprises LLC #3325	DeChlor Tablets 4/2022	185.94
69172	6/9/2022	Preferred Alliance	Admin Fees for DOT testing 4/2022	244.26
69173	6/9/2022	Road Safety Supplies Company	Safety Roadside Triangles (5)	325.00
69174	6/9/2022	Recology Peninsula Services	2yd Bin Weekly Pickup - SHGCC 5/2022	249.39
69175	6/9/2022	Red Wing Shoe Store	Safety Boots - Feb, April, May 2022	843.20
69176	6/9/2022	County Of San Mateo	Notice of Exemption - 4 Navajo Place, PV 6/2/2022	50.00
69177	6/9/2022	County Of San Mateo	Notice of Exemption - 305 Cervantes Road, PV 6.2.2022	50.00
69178	6/9/2022	Seekzen Systems	IT Consulting Services 5/2022	475.00
69179	6/9/2022	Sharp Business Systems	Monthly Lease for Copiers 6/2022	1,142.15
69180	6/9/2022	TPX Communications	District VoIP & Fiber Service 5/2022	3,098.86
69181	6/9/2022	Teletrac Navman US	Vehicle GPS 6/2022	271.96
69182	6/9/2022	U.S. Jetting, LLC.	Unit 218 Link Bar Replacement 5/2022	448.19
69183	6/9/2022	Verizon Wireless	Internet 5/2/22-6/1/22	65.16
69184	6/9/2022	West Yost & Associates	Grant Funding BFRW, Svc 4/9/22-5/6/22	2,832.00
69185	6/16/2022	Alpha Analytical Laboratories	Daily Coliform Samples May 2022	195.00
69186	6/16/2022	Veolia Water North America	Water Service - 1805 Purdue 5/2/22-6/1/22	38.25
69187	6/16/2022	Readyrefresh By Nestle	Water Delivery 5/2022	82.82
69188	6/16/2022	Atchison, Barisone & Condotti	Legal Services 5/2022	4,582.19
69189	6/16/2022	Bayside Equipment Company	Generator Load Test - Willow & Illinois PS 6/2022	3,000.00
69190	6/16/2022	California Water Service	Water Service - Seminary Dr 5/5/22-6/6/22	30.57
69191	6/16/2022	Du-All Safety, LLC	Maintenance Contract & WATCH Books 5/2022	2,003.40
69192	6/16/2022	Federal Express	FedEx - ABC Law 6/6/2022	38.25
69193	6/16/2022	Navia Benefit Solutions	FSA Contributions PR 6/17/22	631.93
69194	6/16/2022	Freyer & Laureta	Levee Design, North Bay Road & Ringwood CIP Design, Avy P/S Design, St	38,805.63
69196	6/16/2022	Grainger	Misc. Parts & Supplies June, July, Nov, Dec 2021, Mar, June 2022	4,244.37
69197	6/16/2022	City Of Menlo Park - Water	Water Service - April-May 2022	890.36
69198	6/16/2022	Carrie Nevoli - Petty Cash	Petty Cash - Todd Reese	187.03
69199	6/16/2022	RACO Mfg & Eng, Co	Verbatim Alarm Machine VSS-4C	2,339.23
69200	6/16/2022	Redwood General Tire Co., Inc.	Ditch Witch, Unit 2016 & Case Backhoe: Tire Replacement 4/2022	3,078.34
69201	6/16/2022	Leaf Capital Funding LLC	Fujitsu Scanner Monthly Lease 6/2022	462.99
69202	6/16/2022	Young's Auto Supply Center	Auto Parts For District Vehicles 5/2022	353.90
69203	6/22/2022	AAA Rentals	Construction Equip. Rental 5/2022	125.30
69204	6/22/2022	Matheson Tri-Gas, Inc.	Tank Rentals 5/2022	69.31
69205	6/22/2022	Airgas Usa, LLC	Tank Rentals 5/2022	44.13
69206	6/22/2022	Alpha Analytical Laboratories	Daily Coliform Samples May-June 2022	455.00
69207	6/22/2022	Cintas	Uniform Service 6/15/22	830.06
69208	6/22/2022	CleanServ Universal Services	Janitorial Service Shampoo Carpets 6/18/22	490.00
69209	6/22/2022	The Almanac	Advertising, Public Notice 4/2022	2,640.00
69210	6/22/2022	Federal Express	Shipping Charges 6/13/2022	38.64
69211	6/22/2022	Grainger	Pump Stations Parts & Small Tools & Equipment 6/2022	1,780.54



**West Bay Sanitary District**

**Financial Activity Report**

**Withdrawals**

**June 2022**

69212	6/22/2022	Hach Company	Sensor Retrieval Hooks & Poles (2)	956.37
69213	6/22/2022	Hayward Pipe & Supply Co.	Flange Gaskets 5/2022	318.91
69214	6/22/2022	IEDA	Consulting Fees 6/2022	814.00
69215	6/22/2022	Kone Pasadena	Elevator Service 6/2022	282.80
69216	6/22/2022	Mission Clay Products, LLC	Clay Wyes & Tees 5/2022	580.13
69217	6/22/2022	Pacific Gas & Electric	Electric Service - Los Trancos Rd 5/16/22-6/13/22	211.51
69218	6/22/2022	San Mateo County Assessor	Special Assessment Secured Roll 6/2022	305.00
69219	6/22/2022	County Of San Mateo	LSSA Recording Fee: 980 Altschul Ave, MP	20.00
69220	6/22/2022	Siemens Industry, Inc.	Siemens XPS-10 Ultrasonic Head & Hydro Ranger 5/2022	6,961.72
69221	6/22/2022	Syneco Systems, Inc.	Converting Media 6/2022	788.26
69222	6/22/2022	Towne Ford	Unit 210 Brakes, Diesel Eng Light 6/2022	2,853.82
69223	6/22/2022	Verizon Wireless	District Cellphones 5/16/22-6/15/22	1,493.35
69224	6/22/2022	Vision Communications Co.	Radio Air Time 6/2022	724.13
69225	6/22/2022	Weco Industries	Hoses 5/2022	307.44
69226	6/27/2022	Lance Harwood	Payroll Check: 06-27-2022	622.92
69227	6/30/2022	AT&T	Telemetry & Alarms 5/13/22-6/12/22	1,113.39
69228	6/30/2022	Alpha Analytical Laboratories	Daily Coliform Samples June 2022	325.00
69229	6/30/2022	Readyrefresh By Nestle	Water Delivery 5/11/22-6/10/22	72.32
69230	6/30/2022	Bay Alarm	Alarm System Monitoring 6/1/22-8/31/22	6,811.38
69231	6/30/2022	California Water Service	Water Service - May-June 2022	3,423.07
69232	6/30/2022	CalPERS - 1959 Survivor Billing	1959 Survivor Benefit Premium FY2021-22	1,677.90
69233	6/30/2022	CalPERS Long-Term Care Program	LTC Withholding 6/16/22-6/30/22	53.76
69234	6/30/2022	Cintas	Uniform Service 6/22/22	947.29
69235	6/30/2022	Comcast	Internet - June-July 2022	569.63
69236	6/30/2022	Core & Main	Couplers & Supplies 6/2022	3,864.42
69237	6/30/2022	Duke's Root Control, Inc	Root Control 3/2022	9,450.56
69238	6/30/2022	The Almanac	Customer Public Notice 229 Grove 5/2022	1,056.00
69239	6/30/2022	Federal Express	Shipping Fees - Registration & Elections SC 6/2022	77.97
69240	6/30/2022	Navia Benefit Solutions	FSA Contributions PR 7/1/22	631.93
69241	6/30/2022	Freyer & Laureta	1088 Bayfront Park SS 5/2022	3,105.00
69242	6/30/2022	Grainger	Pump Station Parts & Material & Tools 6/2022	3,523.98
69243	6/30/2022	Instrument Technology Corp.	Lateral Camera Repair 6/2022	615.38
69244	6/30/2022	City Of Menlo Park - Water	Water Service - May-June 2022	193.10
69245	6/30/2022	Sutter EAP	Quarterly EAP Charges 4/2022-6/2022	413.25
69246	6/30/2022	Carrie Nevoli - Petty Cash	B.Hulsmann: Petty Cash Reim 12/9/21 - 6/28/22 & S.Ramirez: Petty Cash	340.29
69247	6/30/2022	Pacific Gas & Electric	Electric Service - May-June 2022	1,786.70
69248	6/30/2022	Staples Credit Plan	Staples - Office Supplies 6/9/2022	182.95
69249	6/30/2022	Towne Ford	Unit 210 Repairs 4/2022	3,221.64
69250	6/30/2022	Underground Service Alert Of No. CA & NV	CA State Fee: DigSafe Board 1/1/22-6/30/22	1,841.65
69251	6/30/2022	Mark Waissar	Liability Claim: Damaged Electric Dog Fence 6/25/22	323.45
69252	6/30/2022	West Yost & Associates	Grant Funding BFRW Study/Support 5/7/22-6/3/22	1,360.00

**219,951.61**

**West Bay Sanitary District  
Financial Activity Report  
Withdrawals  
June 2022**

**Corporate Cards:**

GL	DATE	Account Number & Name	Description	Amount
16720	6/23/2022	Fleet	Rivian Automotive: Down Payment Electric Vehicle	1,000.00
54028	6/23/2022	Commuter Benefits	Fastrak: Transportation Expenses	1,150.00
54061	6/23/2022	Gas & Diesel Vehicles	Chevron: Fuel Ford CMax	76.42
54080	6/23/2022	Memberships	CWEA Membership Fees & APWA Chapters Fees	2,127.00
54091	6/23/2022	Stationary and Office Supplies	Office Supplies, Coffee Machine	844.79
54101	6/23/2022	Ops Supplies & Materials	Building Supplies	403.81
54103	6/23/2022	Vehicle & Equipment Supplies	Unit 220: Skids Repair & Unit 209: Pump Replacement	381.09
54106	6/23/2022	Small Tools	Circular Saw & Battery Tester	886.64
54128	6/23/2022	Misc Professional Services	Field Lunch - Diffuser Repair	73.21
54129	6/23/2022	Recruitment	Craigslist: Utility Worker Job Posting	75.00
54157	6/23/2022	Building Repairs & Maint.	Sink Repair - SHGCC Treatment Plant	29.97
54158	6/23/2022	Computer Software R & M	Log Me In, Zoom: Monthly Subscriptions; DropBox, Variod Rapid Plan Lic	763.88
54159	6/23/2022	Computer Hardware R & M	Desktop Computer, Various Cables/Cords	944.00
54173	6/23/2022	Dept Training & EE Development	Safety Trainings	351.80
54174	6/23/2022	Mgmt Conf. & District Meetings	Business Meetings	576.28
54175	6/23/2022	CWEA Conf/Section Mtgs	CWEA Trainings	263.54
54207	6/23/2022	Vallombrosa Center	Lodging for Stand By	1,120.00
<b>Statement</b>	<b>5/28/2022</b>	<b>Bank of the West - Credit Cards</b>		<b>11,067.43</b>

**Bank Transfers:**

DATE	PAYEE	PURPOSE	AMOUNT
6/1/2022	CalPERS	Retirement Contributions PR 5/20/2022	23,594.40
6/1/2022	CalPERS	Retirement Contributions - Arrears / PERS Adj.	551.22
6/2/2022	Paytrace	Credit Card Processing Fees	800.91
6/2/2022	SVCW	SVCW Monthly Operating Contribution	596,979.00
6/3/2022	PrimePay	Employee Payroll & Board of Director Fees - Check Date: 6/3/2022	120,854.55
6/3/2022	PrimePay	Payroll Taxes	37,086.18
6/3/2022	ICMA	Deferred Compensation	11,277.41
6/7/2022	CalPERS	Retirement Contributions PR 6/3/2022	23,631.98
6/10/2022	PrimePay	PrimePay Fees	619.65
6/13/2022	CalPERS	Health Premiums	55,066.78
6/17/2022	PrimePay	Employee Payroll - Check Date: 6/17/2022	112,673.62
6/17/2022	PrimePay	Payroll Taxes	36,550.32
6/17/2022	ICMA	Deferred Compensation	9,777.55
6/21/2022	Bank of the West	Bank Fees	267.43
<b>Bank Wires/ACHs from BofW Checking</b>			<b>1,029,731.00</b>

**Internal Bank Transfers:**

DATE	PAYEE	PURPOSE	AMOUNT
6/7/2022	LAIF	Transfer BoW Checking to LAIF	1,500,000.00
<b>Bank Transfers from BofW Checking</b>			<b>1,500,000.00</b>

**Summaries:**

**Withdrawal Summary**

Total Checks	219,951.61
Total Corp Card	11,067.43
Total Bank Wires / ACHs	1,029,731.00
Total Internal Bank Transfers	1,500,000.00
<b>Total Withdrawals</b>	<b>2,760,750.04</b>

**West Bay Sanitary District  
Expenditures By Vendor  
7/01/2021 to 06/30/2022**

<b>Regular Payables</b>	<b>Total by Vendor YTD FY 2021-22</b>	<b>Withdrawals June 2022</b>
3T Equipment Company	44,482.00	-
A-A Lock & Alarm	586.41	-
AAA Fire Protection Services	980.57	-
AAA Rentals	6,591.28	125.30
Abila	4,649.82	-
Ace Fire Equipment & Service	1,428.52	-
Action Towing	780.00	-
Advanced Laser	1,456.85	-
Aerzen USA Corp.	10,326.36	-
Airgas Usa, LLC	1,287.16	44.13
Allied Crane	2,712.36	-
The Almanac	16,746.20	3,696.00
Alpha Analytical Laboratories	22,749.00	1,300.00
Aqua Natural Solutions	2,290.98	-
American Textile & Supply	181.28	-
Anderson Pacific	10,862.63	-
Angel Ambriz	1,083.66	-
Angulos NorCal Tree Service	4,600.00	-
Marvin Argueta-Ramos	283.75	-
AT&T	13,401.18	1,113.39
Atchison, Barisone & Condotti	100,386.07	4,582.19
Avery Associates, Inc.	5,500.00	-
Aztec Consultants	1,047,773.70	-
BAGG Engineers	78,468.00	-
Backflow Prevention Specialist	2,974.00	-
Bank of the West - Credit Cards	107,475.89	11,067.43
Bank of the West	3,746.92	267.43
Battery Junction Wholesale	1,743.93	-
Bay Alarm	24,524.26	6,811.38
Bay Area Air Quality Mgmt Dist	3,594.00	-
Bay Area Barricade Service Inc	2,880.94	-
Bay Area Paving Co. Inc.	23,440.00	-
Bayside Equipment Company	12,651.27	3,000.00
Annette Bergeron	75.00	-
Jed M. Beyer	6.96	-
Blackburn Manufacturing Co	1,344.67	-
Bobcat of Fremont	3,322.21	-
Bonny Doon Environmental	5,741.94	-
Bosco Oil Inc DBA Valley Oil	1,865.00	-
Business Radio Licensing	110.00	-
CA Dept Of Tax & Fee Admin	127.57	-
CASA	13,600.00	-
CA State Disbursement Unit	2,071.32	-
California Water Service	28,946.43	3,524.72
CalPERS - Actuary Fee	-	-
CalPERS - Admin Fees	200.00	-
CalPERS - Unfunded Accrued Liability	-	-
CalPERS - GASB Fee	1,050.00	-
CalPERS - Retirement	592,281.80	47,777.60
CalPERS - Health Premiums	661,149.95	55,066.78
CalPERS - 1959 Survivor Billing	1,677.90	1,677.90
Calpers Long-Term Care Program	1,161.44	107.52
Center For Hearing Health	620.00	-
Chavan & Associates LLP	14,000.00	-
Cintas	44,135.91	6,291.98
City of Menlo Park	46,079.00	-
City of Menlo Park-Fuel	99,117.21	10,305.78
City of Menlo Park - Water	13,216.41	1,276.56
Cleanserv Universal Services	14,524.95	1,624.95
Comcast	8,181.75	569.63
Consolidated Parts, Inc	9,254.22	-
The Concept Genie	5,318.01	-
Core & Main	29,777.89	3,864.42
Costco	60.00	-
CPS HR Consulting	33,248.75	-
CSDA	8,445.00	-
CSRMA c/o Alliant Insurance	363,614.95	-
Cues, Inc.	3,950.00	-
CUSI	15,000.00	-
CWEA	1,152.00	-
D & L Supply	11,352.56	-
Dell Marketing L.P.	2,255.10	-

**West Bay Sanitary District  
Expenditures By Vendor  
7/01/2021 to 06/30/2022**

<b>Regular Payables</b>	<b>Total by Vendor YTD FY 2021-22</b>	<b>Withdrawals June 2022</b>
Delta Diablo Sanitation Dist.	13,738.44	-
Dept Of Industrial Relations	1,125.00	-
Detection Instruments Corp.	1,847.40	-
Dewey Pest Control	26,202.00	-
Ditch Witch West	2,196.53	-
Dolphin Graphics	8,217.40	-
Du-All Safety, LLC	24,605.90	2,003.40
Duke's Root Control, Inc	217,468.84	9,450.56
East Bay Municipal Utility	2,458.50	-
Elite Parts LLC	995.23	-
ESRI	10,000.00	-
Fast Response On-Site Testing	1,737.60	-
Federal Express	3,454.52	219.02
Ferguson Enterprises LLC #3325	185.94	185.94
Finishmaster Inc	647.68	-
Fischer Compliance LLC	16,625.00	-
City Of Foster City	2,600.00	-
Franchise Tax Board	4,664.66	-
Freyer & Laureta	758,078.39	41,910.63
Victor Garcia	489.00	-
Golden Gate Truck Center	116.50	-
Goldstreet Design Agency, Inc.	5,400.00	-
GovConnection, Inc.	323.32	323.32
Governmentjobs.com dba NeoGov	4,118.37	-
Grainger	36,355.56	10,875.42
Granite Rock Company	382.43	-
Hach Company	178,808.75	13,950.12
Hadronex, Inc.	35,822.97	-
Harben California	3,016.43	-
Harbor Ready Mix	547.50	-
Harrington Industrial Plastics	857.08	-
Lance Harwood	622.92	622.92
Hayward Pipe & Supply Co.	8,489.40	8,489.40
Helix Laboratories, Inc.	5,287.71	-
HF&H Consultants, LLC	59,263.75	3,948.75
Hillyard/San Francisco	1,615.80	-
Home Depot Credit Services	14,357.07	2,089.08
Bob Hulsmann	876.37	-
ICMA	281,300.79	21,054.96
IEDA	9,768.00	814.00
Innovyze, Inc	8,605.00	-
Instrument Technology Corp.	6,122.41	615.38
Interstate Traffic Control	32.78	-
Ironhouse Sanitary District	2,713.45	-
Isac Inc	2,750.00	-
Jason Kambic	12,235.58	-
Kimball Midwest	2,517.51	-
KIS	15,452.37	4,091.00
Kone Pasadena	4,650.72	282.80
Lasky Trade Printing	2,848.91	-
Leaf Capital Funding LLC	1,388.97	462.99
Sione Lolohea	359.94	-
Damian Madrigal	783.21	-
Lisandro Marquez	763.65	-
Mallory Co.	20,985.40	-
Matheson Tri-Gas, Inc.	759.47	69.31
Maxx Metals	695.27	-
MedCo Supply Company	868.43	563.30
Medina's Catering	1,180.04	-
Menlo Park Chamber Of Commerce	475.00	-
Menlo Park Hardware Co. #14016	768.80	-
Menlo Park Historical Assn.	200.00	-
Mid Peninsula Abstracts	830.00	-
Mission Clay Products, Llc	9,322.44	580.13
Morse Hydraulics	748.17	-
Moss Rubber	365.97	-
Motion Industries, Inc.	3,062.40	-
Municipal Maintenance Equip.	13,115.53	584.34
Navia Benefit Solutions	22,247.41	1,895.79
NeoPost	1,850.00	-
Carrie Nevoli	435.31	-
Carrie Nevoli - Petty Cash	760.12	527.32

**West Bay Sanitary District  
Expenditures By Vendor  
7/01/2021 to 06/30/2022**

<b>Regular Payables</b>	<b>Total by Vendor YTD FY 2021-22</b>	<b>Withdrawals June 2022</b>
New Pig Corporation	1,307.89	-
Nixon-Egli Equipment Company	163.55	-
Occasions, Etc.	92.69	-
Occupational Health Centers	3,871.00	247.00
Ogasawara Landscape Maint.	18,396.00	-
Omega Industrial Supply, Inc.	13,804.30	-
P&F Distributers	2,161.25	-
Pacific Gas & Electric	224,888.30	20,782.70
Paytrace	8,834.21	800.91
PBM	536.85	-
Peninsula Battery Inc.	117.26	-
Peninsula Building Supply	2,418.54	-
Pier 2 Marketing	2,000.00	-
Charles A. Planje	17,622.00	-
Ponton Industries, Inc.	7,487.50	-
Precise Concrete Sawing, Inc.	900.00	-
Precise Printing And Mailing	20,638.25	-
Precision Engineering	2,770,643.97	-
Preferred Alliance	3,042.25	244.26
PrimePay Fees	8,301.80	619.65
Principal Life Insurance	69,945.52	6,124.45
Priority 1 Public Safety	919.75	-
Dominic Proia	69.00	-
Project Ergonomics	904.97	-
Property Owners	168,622.53	-
Quadient Leasing USA, Inc.	1,100.88	-
Questyme USA	1,390.04	-
RACO Mfg & Eng, Co	2,339.23	2,339.23
R.A. Nosek Investigations	1,543.00	-
RF Macdonald Co.	2,090.00	-
Sergio Ramirez	439.44	-
Readyrefresh By Nestle	3,793.72	155.14
Recology Peninsula Services	8,808.33	249.39
Red Wing Shoe Store	4,850.01	843.20
Redwood General Tire Co., Inc.	8,607.11	3,078.34
Redwood City	15,470.77	-
Rich Voss Trucking	696.00	-
Road Safety Supplies Company	325.00	325.00
Roberts & Brune Company	1,553.88	-
Rotary Of Menlo Park Fdn.	500.00	500.00
SF Bay Conserv & Dev Comm	30,000.00	-
SVCW - Monthly Operating Contribution	7,163,748.00	596,979.00
SVCW 2018 Bonds	1,838,027.83	-
SVCW 2021 A-B Bonds	2,724,486.24	-
SVCW - SRF Debt	506,765.20	-
Silicon Valley Clean Water	2,775.00	-
Safety-Kleen Systems, Inc.	4,805.54	-
Rupert Sandoval	245.00	-
County of San Mateo	1,460.00	160.00
San Mateo County Assessor	610.00	305.00
San Mateo County Tax Collector	967.52	-
San Mateo County Health	4,314.00	-
County of San Mateo - LAFCO	32,610.00	-
County of Santa Clara	633.00	-
Robert J. Scheidt	1,075.26	-
Dale Scott & Co., Inc.	4,000.00	-
Seekzen Systems	13,920.00	475.00
Sensera Systems	3,027.84	-
Shape Incorporated	24,112.50	-
Sharp Business Systems	14,010.60	1,142.15
Siemens Industry, Inc.	6,961.72	6,961.72
Snap On Industrial	2,175.49	-
Sonsray Machinery LLC	387.24	-
Spartan Tool	10,659.75	-
Staples Credit Plan	8,263.71	182.95
State Water Resources	19,665.50	-
Steven Creek Quarry, Inc.	2,062.13	-
Sunstate Equipment	4,071.36	-
Sutter EAP	1,681.50	413.25
SWRCB - SHRWF SRF Loan	662,910.88	-
Syneco Systems, Inc.	788.26	788.26
TPX Communications	36,478.54	3,098.86

**West Bay Sanitary District  
Expenditures By Vendor  
7/01/2021 to 06/30/2022**

<b>Regular Payables</b>	<b>Total by Vendor YTD FY 2021-22</b>	<b>Withdrawals June 2022</b>
Target Specialty Products	4,552.90	-
Teamsters Local No. 350	10,028.00	930.00
Teletrac Navman US	2,991.56	271.96
Telstar Instruments, Inc.	7,363.04	-
Roy Thiele-Sardiña	1,368.31	-
Total Equip & Rental Of Fremont	1,488.66	-
Town Of Atherton	3,000.00	-
Town Of Los Altos Hills	5,625.00	-
Towne Ford	16,600.29	6,075.46
Tritech Software Systems	26,951.90	-
U.S. Jetting, LLC.	1,354.21	448.19
US Standard Products Corp	2,281.51	-
Underground, Inc.	116.78	-
Underground Service Alert Of No. CA & NV	27,413.45	1,841.65
Univar Solutions USA	11,322.86	-
VAR Technology Finance	4,166.91	-
Valley Heating & Cooling	6,661.79	-
Veolia Water North America	407.00	38.25
Verizon Wireless	19,105.60	1,558.51
Video Voice Data Communication	13,590.00	-
Javier Villalobos	832.88	-
Vision Communications Co.	8,289.14	724.13
Mark Waissar	323.45	323.45
Weco Industries	47,408.24	307.44
Jonathan Werness	225.00	-
West Yost & Associates	9,008.00	4,192.00
Western States Tool & Supply	1,307.06	-
Western Truck Fabrication, Inc	131.00	-
Wex Bank (Chevron)	300.29	-
Israel White	109.95	-
Woodard & Curran	82,859.57	-
Anthony Yllan	1,012.73	-
Young's Auto Supply Center	1,019.05	353.90
Zenon Environmental Corp.	8,570.23	-
Zion Bank (SVCW) - Misc Fees	25.00	-
<b>Total Regular Payables</b>	<b>22,341,945.66</b>	<b>953,585.37</b>
<b><u>Wages &amp; Payroll Taxes</u></b>		
Salaries/Wages - Net Pay	2,969,983.09	229,778.17
Directors Fees - Net Pay	38,080.00	3,750.00
Payroll Taxes	952,153.03	73,636.50
Performance Merit Program - Net Pay	121,884.10	-
<b>Total Wages &amp; Payroll Taxes</b>	<b>4,082,100.22</b>	<b>307,164.67</b>
<b>Total External Withdrawals</b>	<b>26,424,045.88</b>	<b>1,260,750.04</b>
<b><u>WBSD Transfers:</u></b>		
WBSD LAIF Account	31,000,000.00	1,500,000.00
WBSD Investment Accounts	7,871,315.00	-
Public Agency Retirement Services	50,000.00	-
Other Transfers	1,500.00	-
<b>Transfer to WBSD Accounts</b>	<b>38,922,815.00</b>	<b>1,500,000.00</b>
<b>Total Withdrawals</b>	<b>65,346,860.88</b>	<b>2,760,750.04</b>

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 5C**

**To: Board of Directors**

**From: Bob Hulsmann, Operations Superintendent**

**Subject: WBSD Operations and Maintenance Report – June 2022**

Month	Basin PM Pipe Cleaning	High Freq. PM Pipe Cleaning	Un-Sche. Pipe Cleaning	WBSD CCTV Insp.	Pipe Patch Repairs	Open Trench Repairs	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls- Unit 208			
	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.	Qty.	Cat. 1	Cat. 2&3s	Call Outs	Sch PM	Unsch. PM	USA's
January	9.4	4.8	0.1	0.7	3	3	64	0	0	0	83	10	1	164
February	10.2	7.3	1.2	2.8	3	10		0	0	0	76	5	0	165
March	14.5	0.2	0.3	2.8	3	12	63	0	0	0	84	14	0	225
April	17.3	3.8	0.5	2.7	6	8	63	0	0	1	48	9	0	224
May	7.3	8.6	0.5	3.4	6	11	60	0	0	0	47	6	1	193
June	17.2	0.3	0.5	2.1	16	9	72	2	0	0	46	14	0	234
July														
August														
Sept.														
* Oct.														
Nov.														
Dec														
<b>Yr to date</b>	<b>75.9</b>	<b>25.0</b>	<b>3.1</b>	<b>14.5</b>	<b>37</b>	<b>53</b>	<b>322</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>384</b>	<b>58</b>	<b>2</b>	<b>1205</b>
<b>2022 Goals</b>	<b>120.0</b>	<b>50.0</b>	<b>n/a</b>	<b>45-50</b>	<b>50-65</b>	<b>90</b>	<b>n/a</b>	<b>&lt;10</b>	<b>0-2</b>	<b>5-Mar</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>
2021 Results	*123	*50	8.6	**46	**55	91	834	2	0	4-Jan	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



**To: Board of Directors**

**From: Bob Hulsmann, Operations Superintendent**

**Subject: Town of Los Altos Hills - Operations and Maintenance Report for Work Performed by WBSD – June 2022**

	Basin PM Pipe Cleaning	High Freq. PM Pipe Cleaning	Un-Sche. Pipe Cleaning	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.			
January	0.1	0.7	0.0	1.7	5	0	0	0	0
February	1.2	0.2	0.2	1.1	5	0	0	1	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									
*August 21	0.1	1.1	0.0	0.9	4	0	0	1	0
Sept.	1.6	1.3	0.1	0.9	4	0	0	0	0
Oct.	1.1	1.1	0.4	0.7	4	0	0	0	0
Nov.	0.4	1.3	0.0	1.1	4	0	0	1	1
Dec	0.5	0.7	0.5	0.1	4	0	0	0	0
<b>** Yr to date</b>	<b>11.0</b>	<b>10.4</b>	<b>1.7</b>	<b>9.1</b>	<b>47</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>1</b>
FY21/22Goals	13	16.8	n/a	9.3	52	n/a	n/a	n/a	n/a

\* = August- Start of Contract





**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 5E**

**To: Board of Directors**

**From: Bob Hulsmann, Operations Superintendent**

**Subject: Town of Woodside Operations and Maintenance Report for Work  
Performed by WBSD – June 2022**

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Please see next page for work performed.



7/6/2022  
7:37 AM



### Yearly Summary Report

Dates Between 7/1/2021 and 6/30/2022

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	12	0.0	0.0	0.0	0.0
August	0.19	0.0	0.0	0.0	10	0.0	0.0	0.0	0.0
September	0.00	0.3	0.0	0.0	12	0.0	0.0	0.0	0.0
October	0.00	0.0	0.0	0.0	9	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	10	0.0	0.0	0.0	0.0
<b>Totals</b>	<b>4.62</b>	<b>0.8</b>	<b>0.0</b>	<b>1.1</b>	<b>111</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>1.0</b>

M E M O R A N D U M

October 22, 2021

**TO:** Board of Directors, West Bay Sanitary District  
**FROM:** Tony Condotti, District Legal Counsel  
**RE:** Resolution Authorizing District to Implement Teleconferenced Public Meetings Pursuant to Assembly Bill 361

---

**RECOMMENDATION:** Adopt resolution authorizing District to continue the use of teleconferenced meetings pursuant to Assembly Bill 361.

**BACKGROUND:** On March 4, 2020, Governor Newsom issued a proclamation of State of Emergency in response to the developing COVID-19 pandemic. Due to the continued spread of the virus, the Governor issued Executive Order N-29-20 on March 17, 2020, which included a provision authorizing suspensions to the Ralph M. Brown Act's ("Brown Act") teleconferencing rules in order to facilitate virtual meetings while public health orders were in place.

On June 11, 2021, the Governor issued Executive Order N-08-21, which provided that the Brown Act teleconferencing suspensions would expire after September 30, 2021. On September 16, 2021, the Governor signed Assembly Bill 361 ("AB 361"), an urgency measure taking effect immediately, which amended the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology provided certain conditions are met.

**DISCUSSION:** AB 361 allows for teleconferenced meetings during a declared State of Emergency, as defined under the California Emergency Services Act, if one of the following circumstances apply: (1) State of local officials have imposed or recommended measures to promote social distancing; (2) The legislative body is meeting to determine whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (3) The legislative body has determined that, as a result of the emergency, meeting in person presents imminent risks to the health or safety of attendees.<sup>1</sup>

The Governor's March 4, 2020 proclamation of State of Emergency is still in effect. Measures continue to exist that impose and recommend measures to promote social distancing. The California Department of Public Health recommends that individuals wear masks in indoor

<sup>1</sup> Cal. Gov't Code § 54953(e)(1)(A)-(C)

public settings.<sup>2</sup> Additionally, San Mateo County requires that face coverings continue to be worn in indoor settings for all individuals in the County.<sup>3</sup>

Moreover, in recent months, the highly transmissible delta variant has caused increases in positive cases and hospitalizations locally and throughout the State. According to the CDC, community transmission of COVID-19 in San Mateo County is moderate, however the nature of the pandemic is unpredictable and transmission rates have the potential to rise quickly. As such, holding meetings in person would present imminent risks to the health or safety of attendees due to the continued spread of COVID-19.

To continue teleconferenced meetings under AB 361, the Board of Directors will need to declare every thirty (30) days that it has reconsidered the circumstances of the State of Emergency and either (1) the State of Emergency continues to directly impact the ability of the members to meet safely in person; or (2) State or local health officials continue to impose or recommend measures to promote social distancing.<sup>4</sup>

**FISCAL IMPACT:** No significant fiscal impact.

<sup>2</sup> See CDPH, *Guidance for the Use of Face Coverings* (July 28, 2021), <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>.

<sup>3</sup> See <https://cmo.smcgov.org/press-release/oct-7-2021-bay-area-health-officers-issue-criteria-lifting-covid-19-indoor-masking>.

<sup>4</sup> Cal. Gov't Code § 54953(e)(3).

**RESOLUTION NO. \_\_\_\_\_ (2022)**

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

\*\*\*\*\*

**A Resolution of the District Board of the West Bay Sanitary District  
Authorizing Remote Teleconference Meeting of the Legislative Bodies of the  
West Bay Sanitary District Pursuant to Brown Act Provisions**

The Board of Directors of the West Bay Sanitary District (“Agency”) does resolve as follows:

**WHEREAS**, the West Bay Sanitary District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of West Bay Sanitary District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and,

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the California Open Meeting law, Government code Section 54950 et seq. (the “Brown Act”), provided certain requirements were met and followed; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 that clarified the suspension of the teleconferencing rules set forth in the Brown Act, and further provided that those provisions would remain suspended through September 30, 2021; and,

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361 which provides that a legislative body subject to the Brown Act may continue to meet without fully complying with the teleconferencing rules in the Brown Act, provided that a State of Emergency is declared by the Governor pursuant to Government Code section 8625, and either state or local officials have imposed or recommended measures to promote social distancing, or the legislative body determines that meeting in person would present imminent risks to the health or safety of attendees, and further requires that certain findings be made by the legislative body every thirty (30) days; and,

**WHEREAS**, the State of Emergency proclaimed by the Governor on March 4, 2020 remains in effect; and,



**WHEREAS**, California Department of Public Health (“CDPH”) and the federal Centers for Disease Control and Prevention (“CDC”) caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>); and,

**WHEREAS**, other variants of COVID-19 exist, and it is unknown at this time whether other variants may result in a new surge in COVID-19 cases; and,

**WHEREAS**, the CDC has established a “Community Transmission” metric with 4 tiers designed to reflect a community’s COVID-19 case rate and percent positivity; and,

**WHEREAS**, San Mateo County currently has a Community Transmission metric of “moderate” which indicates an elevated risk of transmission;

**WHEREAS**, due to the seriousness of the current pandemic situation, the CDPH has required that all unvaccinated persons wear facial coverings indoors, and the CDC and CDPH recommend that all persons, regardless of vaccination status, wear facial coverings indoors; and,

**WHEREAS**, the Board of Directors is empowered to take actions necessary to protect public, health, welfare and safety within the region; and,

**WHEREAS**, the District has an important governmental interest in protecting the health, safety and welfare of those who participate in meetings of the Board of Directors and other District committees; and,

**WHEREAS**, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the Board of Directors deems it necessary to find that meeting in person for meetings of the Board of Directors and District committees and subcommittees would present imminent risks to the health or safety of attendees, and thus intends to invoke the provisions of AB 361 related to teleconferencing as provided in subdivision (e) of Government Code section 54953; and

**WHEREAS**, all teleconferenced meetings of the District Board of Directors and related committees or subcommittees shall comply with the requirements to provide the public with access to meetings as prescribed in paragraph (2) of subdivision (e) of Government Code section 54953;

**WHEREAS**, State of California and County of San Mateo health officials recommend various social distancing measures, including wearing mask indoors and limiting occupancies at meeting locations; and

**WHEREAS**, the Board of Directors does hereby find and determine that the above conditions create a heightened risk to the health and safety of attendees; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the West Bay Sanitary District does hereby resolve as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The Board of Directors finds that as a result of the ongoing proclaimed State of Emergency in California due to the COVID-19 pandemic, and COVID-19's continued spread, holding in person meetings of District legislative bodies would present imminent risks to the health or safety of attendees

Section 3. The General Manager and legislative bodies of West Bay Sanitary District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) thirty days from its adoption, or (ii) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of West Bay Sanitary District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a regular meeting thereof held on 13<sup>th</sup> day of July, 2022, 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

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 6**

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *Report and Discussion with Fischer Compliance on the Sewer System Management Plan Five Year Audit*

---

James Fischer with Fischer Compliance will present an update to the Board on the 2022 Sewer System Management Plan Five Year Audit. The Board will receive a presentation on the findings.

The item will return to the Board for approval at the August Regular Board Meeting.

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**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *District Manager's Report*

---

**1) Administrative:**

- a. The District was chosen as the winner of the 2022 WaterReuse® Award for Excellence. WaterReuse® Association is the nation's only trade association solely dedicated to advancing laws, policy, funding, and public acceptance of recycled water.
- b. All staff members are back on full duty. The District's General Counsel has updated the COVID-19 Response Plan. Staff will be implementing and training on the revision in July.
- c. The Candidate Filing Period for Santa Clara and San Mateo Counties will be open from July 18 through August 12, 2022 this year. Candidates must go to both elections offices within the time frame.
- d. The Recycled Water Committee met on July 7, 2022 to discuss the future of reclaimed water in the District and how it can better serve the District's customers. A verbal report will be given during the Regular Board Meeting.
- e. The Summer Concert Series: Busta-Groove Part II will be hosted by Menlo Park and sponsored by West Bay Sanitary District on August 19<sup>th</sup>, at the Bell Haven School Field. The District is also sponsoring the Tour de Menlo on September 17<sup>th</sup>.

**2) Finance:**

- a. The Fiscal Year 2022-2023 budget estimated annual SSC revenues were \$29,524,654. The final Tax Roll report anticipates revenues to be \$30,471,007.37 once adjusted for commercial water flow usage for 2021.
- b. The District Manager transferred \$2.2 million in connection fees from LAIF to the Treatment Plant Reserve.

**3) CIP & IT Projects:**

- a. **Levee Improvement Project:**
  - i. Freyer & Laureta engineers continue to work on the permitting of the levee project in anticipation of construction later in 2022.
- b. **Construction Capital Improvement Program (CIP)**
  - i. Staff will be engaging Freyer & Laureta Inc. to assist with the preparation of the 2023 Master Plan Request for Proposals.

---

**Report to the District Board for the Regular Meeting of July 13, 2022**

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

- ii. Freyer & Laureta will also be designing the “High Frequency” Spot Repair Project design and scope of work. The construction project will be bid soon after the design.

4) **Operations and Maintenance:**

a. **Collection System:**

- i. The District experience a Sanitary Sewer Overflow (SSO) in an easement off between Sandhill Road and Perry Avenue in Menlo Park. The SSO was caused by roots and could not be chemically treated because of the proximity to the reclaimed water pump station (PSPS.)

b. **Pump Facilities:**

- i. The pump crews performed routine maintenance to the Town of Woodside and the Town of Los Altos Hills.

c. **Training:**

- i. Staff will receive training on the revised COVID-19 response plan.

5) **Water Quality:**

a. **Sharon Heights Golf and Country Club (SHGCC):**

- i. 9.8 million gallons of wastewater were treated in the month of June and 8.7 million gallons of reclaimed water were delivered to SHGCC. The difference is spent in the process of treating the water.

b. **Bayfront Recycled Water Facility (BRWF):**

- i. Staff continues to work with Signature Group over the MOU to deliver recycled water to the Willow Village Project. The Developer is focused on working with City Staff to resolve the remaining outstanding items associated with the Willow Village land use entitlements.

6) **Fleet and Facilities:**

a. **Vehicle Maintenance:**

- i. The Redwood City vehicle maintenance staff continues to service the District’s vehicles well.

7) **Personnel:**

- i. The recruitment for the Utility Worker and the Engineering Technician positions are nearing completion.

8) **Upcoming Events:**

- a. **Next Regular Board Meetings:** Wednesday, July 13. The Board should consider holding one meeting in August as it does most years.

9) **Misc. Items:**

- a. **LAFCo:** The Municipal Services Review was approved on June 15.
- b. **West Bay:** The District has experienced 2 sanitary sewer overflow (SSO) in 2022.
- c. **Town of Los Altos Hills:** The District’s construction crew performed 9 trenchless PipePatch repairs for the Town.
- d. **Town of Woodside:** Staff televised one mile of pipelines for the Town as it does every year.

---

**Report to the District Board for the Regular Meeting of July 13, 2022**

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



## WEST BAY SANITARY DISTRICT AGENDA ITEM 8

**To: Board of Directors**

**From: Robert Hulsmann, Operations Superintendent**

**Subject: Consider Adoption of Resolution to Approve Amendment #8 to the Agreement for Root Foaming Services with Duke's Root Control Inc., and Authorize the District Manager to Execute Said Amendment**

---

### Background

The District has an agreement for Root Foaming Services with Duke's Root Control Inc. where it contracted out the root foaming services in a planned three phase approach.

For over 10 years the District's experience in the use of chemical root control to reduce SSO's in root infested sewer lines, has been extremely successful. The Root Foaming Services have now become a part of the District's essential operation and maintenance services. These maintenance services are essential to reducing Sanitary Sewer Overflows in the public sewer system.

Due to the proximity of the reclaimed water pump station (Phil Scott Pump Station or PSPS), chemical root control cannot be used. Recently, one pipeline experienced a Sanitary Sewer Overflow (SSO) in the area that should have been treated.

In total the District has treated and re-treated over 1,000,000 feet of pipe. These pipes must be re-treated on a 3-year cycle in order to control the root growth and to continue to prevent SSO's in these areas. Since no one maintenance method is a cure-all for eliminating SSOs, it is important the District continue to use all available means to control root growth in its collection system.

### Analysis

Due to the success of root foam treatment, the approved budget allows for a continuation of the program and was funded at \$245,000.

With the approved budget on June 8<sup>th</sup>, 2022, the District will be able to re-treat Phase 3 which covers primarily the Atherton and Unincorporated Menlo Park areas near Middlefield Road in Menlo Park, as well as, complete Phase 2, primarily in West Menlo Park south of Santa Cruz Avenue, and all of the High Frequency line segments which do not flow the PSPS.

Staff recommends this amendment to the original contract based on the proven success of the current contractor in helping eliminating SSO's in rooted pipe.

Duke's Root Control is the oldest, largest and most experienced sewer root control company in the U.S. They have logged over 10,000,000 feet of experience across



several hundred projects. All of Duke's work is backed by a guarantee against stoppages due to live roots.

This cost effective method of root control has proven to be a good means of maintenance and will allow District staff to focus on other maintenance activities to further reduce SSOs.

Additionally, the District is responsible for the service connections to the lower sewer laterals. The amendment allows to treat multiple sewer laterals for the benefit of the District's public sewer pipelines. Treating the roots in the lower sewer laterals removes roots from the lateral, service connections, and helps reduce stoppages and sanitary sewer overflows from the District's sewer system. Treating the lower sewer laterals also reduces after hour service calls and helps manage overtime usage. Cost to treat a lower sewer lateral is \$150 per lateral, far below the overtime rate spent to respond to an afterhours call.

#### Fiscal Impact

The Board approved budget for FY2022/23 was funded at \$245,000. The fiscal impact to the District is \$214,515.36 plus a 10% contingency. The total contract amount is Not to Exceed \$235,966.90.

#### Recommendation

The Operations Superintendent recommends the Board approve amendment #8 to the agreement for Root Foaming Services with Duke's Root Control Inc. for \$214,515.36, plus a 10% contingency and extend the contract for one year, and authorize the District Manager to execute said amendment.

Attachment:

1. Amendment #8 to Agreement for Root Foaming Services
2. Resolution (2022), Root Foaming Services
3. Root Foaming Services Executed Contract 2010

**AMENDMENT #8 TO AGREEMENT FOR  
ROOT FOAMING SERVICES FOR WEST BAY SANITARY DISTRICT**

WEST BAY SANITARY DISTRICT (District) has engaged Duke's Root Control, Inc. to provide sewer line preventive maintenance root foaming treatment services to designated sewer lines within the District's service boundaries. The purpose of this document is to amend the original Agreement with the District dated May 26, 2010, and to extend the contract as allowed under the contract Section 7.

This amendment dated this 13<sup>th</sup> day of July, 2022 is the eighth amendment to the Agreement. This amendment will comprise work identified as Root Foaming Services (2022-23). The specific locations for root foam treatment services to be provided in the extension to the contract will be provided on maps provided under separate cover. A summary of the services is listed below. The unit costs are extended from the original contract amounts. The District may identify additional lines to require root foam treatment that may be added to the listed totals during this work.

Sewer line chemical root control, including all labor, materials, equipment and associated costs, shall be paid for at the unit price bid per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole.

**Root Foaming Treatment 2022-23**

PIPE SIZE	UNIT PRICE PER LINEAR FOOT	ESTIMATED FOOTAGE	EXTENDED PRICE
6 inch	\$1.20/ln ft	143126	\$171,751.20
8 inch	\$1.20/ln ft	24,013	\$24,014.20
10 inch	\$1.44/ln ft	6329	\$6330.44
12 inch	\$1.44/ln ft	6965	\$10,029.60
15 Inch	\$2.08/ln ft	1149	\$2389.92
Total footage		181,582	\$214,515.36
		Contingency	\$21,451.54
		Total Price (in figures)	\$235,966.90

(Total Price in words)

Two Hundred Thirty-Five Thousand, Nine Hundred and Sixty-Six Dollars and Ninety Cents

The FY 2022-23 new contract total amount is Not to Exceed \$235,966.90. This work is to be completed by June 30, 2023. This amendment is subject to the same provisions as the original agreement and is made a part of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Dated \_\_\_\_\_, 2022

Dated \_\_\_\_\_, 2022

DUKE'S ROOT CONTROL, INC.

WEST BAY SANITARY DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Sergio Ramirez

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

District Manager

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony P. Condotti, General Counsel

RESOLUTION NO. \_\_\_\_\_ (2022)

\*\*\*\*\*

**RESOLUTION AUTHORIZING THE DISTRICT MANAGER TO EXECUTE AMMENDMENT #8 TO THE EXISITING AGREEMENT FOR ROOT FOAMING SERVICES BY AND BETWEEN WESTBAY SANITARY DISTRICT AND DUKE'S ROOT CONTROL INC.**

**WHEREAS**, the District has a need for Root Foaming Services that will enable us to reduce Sanitary Sewer Overflows; and

**WHEREAS**, Duke's Root Control Inc agrees to perform those services described in the attached Agreement herein referred to as Agreement; and

**WHEREAS**, the Scope of Services describes the anticipated work to be completed by Duke's Root Control Inc for an amount of \$214,515.36 per year for an extended period of one year; and

**WHEREAS**, additional work is allowed within the 10% contingency, if needed, not to exceed \$21,451.54, for a contract total Not to Exceed \$235,966.90.

**NOW, THEREFORE, BE IT RESOLVED** that the District Board of the West Bay Sanitary District, County of San Mateo, State of California, does hereby approve the Root Foaming Services Agreement with Duke's Root Control Inc for one additional year and directs the District Manager to execute said Amendment to the Agreement.

\*\*\*\*\*

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a special meeting thereof held on 13<sup>th</sup> day of July, 2022, by the following votes:

Ayes:

Noes:

Absent:

Abstain:

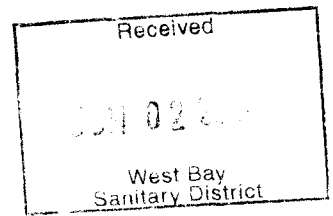
---

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



**AGREEMENT FOR  
ROOT FOAMING SERVICES FOR WEST BAY SANITARY DISTRICT**

This Contract is made and entered into in the City of Menlo Park, San Mateo County, State of California, by and between the WEST BAY SANITARY DISTRICT, a special services district of the State of California, hereinafter referred to as "DISTRICT", and DUKE'S ROOT CONTROL INC., hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, in consideration of the mutual promises, covenants, and stipulations hereinafter contained, the parties agree as follows:

**1. SCOPE OF SERVICES AND SPECIFICATIONS**

CONTRACTOR shall provide all of the labor, materials, tools, equipment, supplies and products necessary for the furnishing of Root Foaming services performed in accordance with the Scope of Services and Specifications, attached hereto as Exhibit "A", and incorporated herein by reference. As a material inducement to the DISTRICT entering into this CONTRACT, CONTRACTOR represents that it is a provider of work and services consistent with the standards of care, diligence, and skill ordinarily exercised by contractors in similar circumstances in accordance with sound Root Foaming practices and that CONTRACTOR is experienced in performing the work and services contemplated herein. CONTRACTOR covenants that it will follow accepted industry practices and standards in performing the work and services required hereunder and that all work and services will be of good quality, fit for the purpose intended.

**2. COMPLIANCE WITH LAW**

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the DISTRICT and any applicable Federal, State, or local governmental agency having jurisdiction in effect at the time service is rendered.

**3. LICENSES, PERMITS, CERTIFICATIONS, FEES & ASSESSMENTS**

CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and certifications as may be required by law for the performance of the services required by this CONTRACT and in accordance with the SPECIAL REQUIREMENTS, attached hereto as Exhibit "D". CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR'S performance of the

services required by this CONTRACT, and shall indemnify, defend and hold harmless the DISTRICT against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against the DISTRICT hereunder.

**4. FAMILIARITY WITH WORK**

By executing this CONTRACT, CONTRACTOR warrants that CONTRACTOR: (a) has thoroughly investigated and considered the scope of services to be performed; (b) has carefully considered how the services should be performed; and, (c) fully understands the facilities, difficulties, and restrictions attending performance of the services under this CONTRACT. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has investigated the site and is fully acquainted with the conditions there existing, prior to commencement of services hereunder.

**5. FURTHER RESPONSIBILITIES OF PARTIES**

Both parties agree to use reasonable care and diligence to perform their respective obligations under this CONTRACT. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this CONTRACT.

**6. ADDITIONAL SERVICES**

DISTRICT shall have the right at any time during the performance of the services, without invalidating this CONTRACT, to order extra work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the CONTRACTOR, incorporating therein any adjustment in the work to be performed and the compensation, which shall be subject to the written approval of the CONTRACTOR. Any increase in compensation of ten percent (10%) or less of CONTRACTOR'S compensation, may be approved by the Contract Officer. Any greater change, taken either separately or cumulatively must be approved by the DISTRICT Board of Directors. It is expressly understood by CONTRACTOR that the provisions of this section shall not apply to services specifically set forth in the Scope of Work or reasonably contemplated herein. CONTRACTOR hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work and all proposal documents may be more costly or time consuming

than CONTRACTOR anticipates and that CONTRACTOR shall not be entitled to additional compensation therefore.

**7. TERM OF AGREEMENT**

Unless sooner terminated as provided herein, the term of this CONTRACT shall be for an initial period of one (1) year from execution of the CONTRACT. The term of the CONTRACT may be extended by the parties for up to three additional terms not to exceed one (1) year each without re-bidding the CONTRACT, with the mutual consent of both parties. Price changes for succeeding years shall be adjusted in accordance with the consumer price index for the District's locale.

Should the DISTRICT determine that it wishes to negotiate an extension of the term of the CONTRACT, it shall give written notice of such intention to the CONTRACTOR at least ninety (90) days prior to the expiration of the initial term. Within thirty (30) days of receipt of said notice, the CONTRACTOR shall advise the DISTRICT in writing whether or not it wishes to negotiate an extension of the term. If the CONTRACTOR advises that it does not wish to extend the term or fails to respond in writing within the thirty (30) day period, the CONTRACT shall terminate upon its expiration date.

Should the parties agree to negotiate an extension of the term of the CONTRACT, and those negotiations are not completed prior to the expiration of the term, the CONTRACT shall terminate. However, CONTRACTOR shall, at the sole discretion of the DISTRICT, be obligated to continue to provide services under the terms and conditions of the expired CONTRACT until a CONTRACT extension is executed by the parties, or DISTRICT executes a new CONTRACT with a new CONTRACTOR, but in no event longer than 120 days from the expiration of the initial term of CONTRACT.

**8. COMMENCEMENT OF WORK**

The term of this CONTRACT shall commence upon approval by the DISTRICT Board, however, CONTRACTOR shall not undertake any work or incur any costs whatsoever under the terms of this CONTRACT except upon the prior receipt of a fully executed purchase order from the DISTRICT. Any costs incurred by CONTRACTOR prior to receipt of a purchase order shall be at CONTRACTOR'S expense.

**9. COMPENSATION**

CONTRACTOR shall be paid the compensation as provided in Exhibit "B" attached hereto.

**10. PAYMENT**

The CONTRACTOR shall invoice the DISTRICT for services performed on a monthly basis, in arrears. The invoice shall be in the form of a summary statement. The location of the work performed, its unit contractual price, and extended price shall be summarized in the statement. Any DISTRICT authorized extra work shall be referenced at the end of the summary statement. Authorized extra work shall reference the type of work performed, location site, units of work completed, parts required, unit rate and extended price.

The DISTRICT shall pay all invoices in full within thirty (30) days after the completion and acceptance of the service, and receipt of a properly prepared invoice in duplicate.

**11. PAYMENTS WITHHELD**

The DISTRICT may withhold payment to such extent as may be necessary to protect the DISTRICT from loss due to:

- A. Defective or uncompleted work
- B. Claims filed or reasonable evidence indicating probable filing of claims
- C. Failure of the CONTRACTOR to make payments properly to suppliers for materials and equipment

**12. RECOVERY**

Under the CONTRACT, whenever any sum of money shall be recoverable from or payable by the CONTRACTOR to the DISTRICT, the same amount may be deducted from any sum due to CONTRACTOR under the CONTRACT, or under any other contract between the DISTRICT and the CONTRACTOR. This right of the DISTRICT is in addition to and without prejudice of, any other right or remedy the DISTRICT may have in law or equity.



**13. SCHEDULE OF PERFORMANCE**

All work shall be completed as provided in the Scope of Work, attached as Exhibit "A" and CONTRACTOR shall be subject to the penalties and remedies stated therein.

**14. FORCE MAJEURE**

The time period(s) specified in paragraph 13 for performance of the work rendered pursuant to this CONTRACT shall be extended because of any delays due to unforeseeable causes beyond the control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, including, but not limited to, severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the DISTRICT, if the CONTRACTOR shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this CONTRACT. In no event shall CONTRACTOR be entitled to recover damages against the DISTRICT for any delay in the performance of this CONTRACT, however caused; CONTRACTOR'S sole remedy being extension of the agreement pursuant to this Section.

**15. GENERAL OBLIGATIONS OF CONTRACTOR**

Throughout the term of this CONTRACT, CONTRACTOR shall possess, or secure all licenses, permits, qualifications, certifications, and approvals required by the terms of this CONTRACT or otherwise legally required to conduct business. CONTRACTOR warrants that he has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide DISTRICT with the services required by this CONTRACT. CONTRACTOR further warrants that he will reasonably follow the current, generally accepted industry practices and standards regarding the performance of all work under this CONTRACT.

**16. CONTRACT OFFICER**

The Contract Officer for the DISTRICT for the services performed under this Agreement shall be Phil Scott, District Manager, or such person as may be designated by

the DISTRICT Manager of the DISTRICT. The Contract Officer will appoint a Technical Liaison who will be the DISTRICT'S official representative for the day to day administration of the work performed under this CONTRACT. It shall be the CONTRACTOR'S responsibility to assure that the Technical Liaison is kept informed regarding the performance of the services under this CONTRACT. CONTRACTOR shall refer any decisions, which must be made by DISTRICT to the Technical Liaison, who shall consult with the DISTRICT'S Contract Officer. Unless otherwise specified herein, any approval of DISTRICT required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the DISTRICT required hereunder to carry out the terms of this CONTRACT.

**17. SUBCONTRACTING**

CONTRACTOR shall not subcontract any of the work under this CONTRACT without the prior written approval of the DISTRICT.

**18. INTEREST OF CONTRACTOR**

CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. CONTRACTOR warrants that, in performance of this CONTRACT, CONTRACTOR shall not employ any person having such interest. CONTRACTOR agrees to file a Statement of Economic Interests with the DISTRICT Clerk at the start and end of this CONTRACT if so required at the option of DISTRICT.

**19. RECORDS**

CONTRACTOR shall keep, and require any authorized subcontractors to keep, such books and records as shall be necessary to document the work required by this CONTRACT and enable the Technical Liaison to evaluate the performance of such work. The Technical Liaison shall have full and free access to such books and records at all times during normal business hours of DISTRICT, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the DISTRICT shall have access to such records in the event any audit is required.

## **20. AMENDMENTS**

Both parties to this CONTRACT understand that it may become desirable or necessary during the performance of this CONTRACT, for DISTRICT or CONTRACTOR to modify the scope of work provided under this CONTRACT. Any amendments of this CONTRACT shall be in writing and signed by the parties.

## **21. INDEPENDENT CONTRACTOR**

All acts of CONTRACTOR, his agents, officers, and employees and all others acting on behalf of CONTRACTOR relating to the performance of this CONTRACT, shall be performed as independent contractors and not as agents, officers, or employees of DISTRICT. CONTRACTOR, by virtue of this CONTRACT, has no authority to bind or incur any obligation on behalf of DISTRICT. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in DISTRICT. No agent, officer, or employee of DISTRICT is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and DISTRICT that this CONTRACT shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONTRACTOR, his agents, officers and employees are, and at all times during the term of this CONTRACT, shall represent and conduct themselves as independent contractors and not as employees of DISTRICT.

CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by CONTRACTOR under this CONTRACT, provided they are not inconsistent with the SPECIFICATIONS. CONTRACTOR shall be responsible to DISTRICT only for the requirements and results specified in this CONTRACT and, except as expressly provided in this CONTRACT, shall not be subjected to DISTRICT'S control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this CONTRACT. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period services is provided to DISTRICT under this CONTRACT.

If in the performance of this CONTRACT, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction,

supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.

It is understood and agreed that as an independent contractor and not an employee of DISTRICT neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as an agent, or to bind DISTRICT to any obligation whatsoever.

As an independent contractor, CONTRACTOR hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this CONTRACT.

## **22. NOTICES**

Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five days after delivery into the United States mail if delivery is by postage paid registered or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time in writing.

FOR CONTRACTOR: DUKE'S ROOT CONTROL INC.  
1020 Hiawatha Blvd West,  
Syracuse, NY 13204  
Attn: William J. Anderson, Vice President  
Phone: 315.472.4781

FOR DISTRICT: WEST BAY SANITARY DISTRICT  
500 Laurel Street  
Menlo Park, California 94025  
Attn: Phil Scott, District Manager  
Phone: 650.321.0384

## **23. INSURANCE REQUIREMENTS**

Insurance shall be provided as specified in Exhibit "C".

## **24. TERMINATION OF AGREEMENT**

### **Termination on Occurrence of Stated Events**

This CONTRACT shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONTRACTOR, (2) legal dissolution of CONTRACTOR, or (3) death of key principal(s) of CONTRACTOR.

**Termination by DISTRICT for Default of CONTRACTOR**

Should CONTRACTOR default in the performance of this CONTRACT or materially breach any of its provisions, at its option DISTRICT may terminate this CONTRACT by giving written notification to CONTRACTOR. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this CONTRACT shall include but not be limited to any of the following: continued failure to perform required services or duties, willful destruction of DISTRICT'S property by CONTRACTOR, dishonesty or theft.

**Termination by CONTRACTOR for Default by DISTRICT**

Should DISTRICT default in the performance of this CONTRACT or materially breach any of its provisions, at its option CONTRACTOR may terminate this Agreement by giving written notice to DISTRICT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this CONTRACT shall include but not be limited to any of the following: failure to pay CONTRACTOR as hereafter provided, willful destruction of CONTRACTOR'S property by DISTRICT, dishonesty or theft.

**Termination by DISTRICT for Lack of Budgeted Funds**

DISTRICT may terminate this CONTRACT upon DISTRICT'S determination to not appropriate sufficient funds for this Agreement for the ensuing fiscal year. In such event, DISTRICT shall give CONTRACTOR not less than 30 days written notice.

**Termination for Failure to Make Agreed-Upon Payments**

Should DISTRICT fail to pay CONTRACTOR all or any part of the payments set forth in this CONTRACT on the date due, at its option CONTRACTOR may terminate this CONTRACT if the failure is not remedied within thirty (30) days after CONTRACTOR notifies DISTRICT in writing of such failure to pay. The termination date shall be the effective date of the notice.

**Termination by DISTRICT for Change of CONTRACTOR'S Tax Status**

If DISTRICT determines that CONTRACTOR does not meet the requirements of federal and state tax laws for independent contractor status, DISTRICT may terminate this CONTRACT by giving written notice to CONTRACTOR. The termination date shall be the effective date of the notice.

**Voluntary Termination**

The parties may terminate this CONTRACT upon mutual written Agreement.

**In the Event of Termination**

If this CONTRACT is terminated pursuant to this Paragraph, CONTRACTOR shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If DISTRICT so requests, and at DISTRICT'S cost, CONTRACTOR shall provide sufficient oral or written status reports to make DISTRICT reasonably aware of the status of CONTRACTOR'S work on the project.

If the CONTRACT is terminated pursuant to any of the subsections contained in this paragraph, DISTRICT will pay CONTRACTOR an amount based on the percentage of work completed on the termination date, this percentage shall be determined by DISTRICT in its sole discretion. If the CONTRACT is terminated pursuant to the subparagraph entitled Termination by DISTRICT for Default of CONTRACTOR, CONTRACTOR understands and agrees that DISTRICT may, in DISTRICT'S sole discretion, refuse to pay CONTRACTOR for that portion of CONTRACTOR'S services which were performed by CONTRACTOR under the CONTRACT prior to the termination date and which remain unacceptable and/or not useful to DISTRICT as of the termination date.

**25. INDEMNITY**

CONTRACTOR shall indemnify, defend and hold harmless DISTRICT and its officers, officials and employees from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of

them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the DISTRICT.

CONTRACTOR'S obligation to defend, indemnify, and hold DISTRICT, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

## **26. PAYMENT OF PREVAILING WAGES**

The CONTRACTOR and all subcontractors under it shall pay all laborers, workmen and mechanics on all work included in this CONTRACT no less than the general prevailing rate of per diem wages for work performed, and no less than the general prevailing rate of per diem wages for legal holiday and overtime work as determined by the Director of Industrial Relations for the State of California for the locality where the work is performed.

The Contractor shall forfeit, as a penalty to the owner, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this contract by it or by any subcontractor under it in violation of Articles 1 and 2 of Chapter 1 Part 7 of Division 11 of the Labor Code of the State of California, and said sums and amounts which shall have been so forfeited pursuant to the herein paragraph and the said terms of said Labor Code shall be withheld and retained from payments due to the CONTRACTOR under said CONTRACT, pursuant to this CONTRACT and the said terms of said Labor Code; but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the Division of Labor Law Enforcement of the State Department of Industrial Relations or by the DISTRICT.

The difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day, or a portion thereof, for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the CONTRACTOR. The CONTRACTOR shall comply with the provisions of Section 1775 of the Labor Code of the State of California.

**27. PROHIBITION AGAINST EMPLOYMENT DISCRIMINATION**

During the performance of this CONTRACT, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, or age. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the CONTRACT.

**28. WORKERS COMPENSATION**

The CONTRACTOR and all applicable subcontractors shall provide appropriate workers' compensation coverage as provided under Labor Code Section 1861. The WEST BAY SANITARY DISTRICT may request proof of insurance from any contractor or subcontractor at any time during the project.

The WEST BAY SANITARY DISTRICT retains the right to withhold any and all funds due to a contractor in the event that workers' compensation insurance is not properly provided.

**29. ENTIRE AGREEMENT**

This Agreement and all proposal documents contain the entire understanding between CONTRACTOR and DISTRICT. All previous proposals, offers and communications relative to this CONTRACT, whether oral or written, are hereby



superseded, except to the extent that they have been incorporated into this CONTRACT. No future waiver of or exception to any of the terms, conditions, and provisions of this CONTRACT shall be considered valid unless specifically agreed to in writing by all the parties.

**30. PARTIAL INVALIDITY**

If any provision in this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**31. WAIVER**

The waiver by any party to this CONTRACT of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof, unless specifically stated in writing.

**32. AUDIT**

DISTRICT'S authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONTRACTOR'S charges to DISTRICT under this CONTRACT.

CONTRACTOR agrees to retain reports, records, documents, and files related to charges under this CONTRACT for a period of four (4) years following the date of final payment for CONTRACTOR services. DISTRICT'S representative shall have the right to reproduce any of the aforesaid documents.

**33. GOVERNING LAW**

This CONTRACT shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out, of or in relation, to this CONTRACT shall be instituted in the Superior Court of the County of San Mateo, State of California, or any other appropriate court in such county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**34. HEADINGS NOT CONTROLLING**

Headings used in the CONTRACT are for reference purposes only and shall not be considered in construing this Agreement.

**35. BUSINESS LICENSE**

CONTRACTOR will have the appropriate city business license, as required.

**36. ATTORNEYS' FEES**

If either party to this CONTRACT is required to initiate or defend or is made a party to any action or proceeding in any way connected with this CONTRACT, the prevailing party in such action or proceeding, in addition, to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable if such action is prosecuted to judgment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.


Dated May 26, 2010

Dated June 3, <sup>2010</sup>~~2009~~

DUKE'S ROOT CONTROL, INC.

WEST BAY SANITARY DISTRICT

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

William J. Anderson  
Printed Name

Phil Scott  
Printed Name

Vice President  
Title

District Manager  
Title

~~APPROVED AS TO FORM:~~

  
\_\_\_\_\_  
Anthony P. Condotti, District Counsel

**EXHIBIT A  
SCOPE OF SERVICES**

**SEWER LINE CHEMICAL ROOT CONTROL**

**TECHNICAL SPECIFICATIONS**

**1. GENERAL**

The purpose of the project specified herein is to apply chemical root control agent to sanitary sewers, in order to kill the root growth present in the lines and to inhibit re-growth, without permanently damaging the vegetation producing the roots. The chemical agent shall be Razorooter II™ or equivalent products approved by the District in writing.

The execution of this contract shall be considered as prima-facie evidence that the Contractor has familiarized himself with and understands all the conditions under which the Contract is to be awarded, performed, and administered.

**2. CONTRACTOR RESPONSIBILITIES**

The Contractor's attention is drawn to the following terms, conditions and responsibilities:

- a. Contractor must be licensed with the California Department of Pesticide Regulation. Contractor must have a minimum level of pesticide application experience, (see section 10), and employ a State Certified pesticide applicator on the job site at all times.
- b. Contractor shall provide Pollution Liability Insurance; in addition to all other insurance and bonds specified herein (see section 8).
- c. The Contractor shall provide a money-back guarantee on all work specified herein as set forth below (see section 3).
- d. The Contractor is responsible for all property damage and for all cleanup and restoration associated with any chemical spill. (See section 6). The Contractor is not responsible for any damages caused by sewer stoppages.
- e. Where work is located in high-traffic areas, the Contractor shall place proper traffic warning devices to protect the specific job site and to prevent accidents or personal injury to the public.
- f. The Contractor shall use a reduced-pressure-zone backflow prevention device or air gap whenever accessing fresh water for mixing chemical.
- g. The Contractor shall return every 4 to 8 months throughout the life of the guarantee, in order to evaluate the success of the project, and to arrange any free guarantee work that may arise.

- h. The Contractor shall comply with all Federal, State and Local Laws, with special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers

### **3. GUARANTEE**

For each sewer section (manhole-to-manhole) that is treated under the Contract, the Contractor shall guarantee the work as follows. At the option of the District, the Contractor shall, at his own expense, **re-treat a sewer section, or refund 100% of the payment received to treat that section**, in the event that: (1) live roots are found in the section within six months after the application; or, (2) the section plugs up and floods due to tree root obstructions within a period of two years, beginning on the date of treatment, and ending two years after the date of treatment. Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

The guarantee applies to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. The Contractor is not responsible for any damages caused by main line sewer stoppages, regardless of cause. The decision of the District as to the cause of a stoppage is binding.

### **4. COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL**

The chemical root control agent shall be Razorooter™ II or equivalent product that is approved by the District in writing. The chemical root control agent shall be registered with the EPA and the California Department of Pesticide Regulation and shall be labeled for use in sewers to control tree roots. The chemical Root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.

#### **A. Active ingredient:**

- 1. Shall be a Category "E" compound, the most favorable rating attainable on the U.S. EPA's chronic exposure toxicological rating scale.**
- 2. Shall not be considered a carcinogen, teratogen, mutagen, or oncogene, based on laboratory testing.**
- 3. Shall not be on the California Proposition 65 List of Chemicals Known to Cause Cancer.**
- 4. Shall be non-volatile in order to minimize exposure to collections system workers, treatment plant operators and homeowners through inhalation.**
- 5. Products containing the active ingredient(s) metam-sodium or copper sulfate are not allowed.**
- 6. Shall not be a precursor to NDMA (n-nitrosodimethylamine), a priority pollutant.**

**Surfactant system:**

- 1. Shall produce a dense, small bubble, clinging foam, which sustains its shape for a minimum of one hour.**
- 2. Shall enhance the penetration of herbicide into root masses.**
- 3. Shall contain an Alkylpolyglucoside (formulations of vegetable oil and carbohydrate from agricultural products).**
- 4. Surfactants designed to foam chemically, upon contact with water, shall not be accepted (see section 5 below).**

**5. MANNER OF APPLICATION**

All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment. All applications shall be done by foaming or other methods as provided on the product label.

The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. Effort will also be made to penetrate secondary lateral sewers in order to contact roots residing in the "wye" connections. The foam shall be generated through the use of air injection equipment, and the foam shall be pumped into the sewer under pressure as foam. Foam quality shall be sufficient to penetrate "wye" connections and effectively treat large diameter pipe. Therefore, applications of chemicals designed to generate foam "chemically" on contact with water shall not be accepted.

Hydraulic sewer cleaning machines will reduce treatment effectiveness by damaging root growths and inhibiting their uptake of chemical. Hydraulic sewer cleaning machines shall not be used prior to, or during the treatment process.

**6. PROPERTY DAMAGES CAUSED BY THE CONTRACTOR**

Should the Contractor or his employees cause any damage to public or private property, the Contractor will be required to make repairs immediately. The District may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Contractor under this contract with the District. The Contractor shall not be responsible for any damages caused by sewer stoppages.

**7. PROTECTION OF WASTEWATER TREATMENT PLANT**

The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process.

Notwithstanding the requirement that the active ingredient shall not adversely effect wastewater treatment plant processes, (See Section 4.B,) in the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, the Contractor shall immediately suspend all applications, at the direction of

the District. The contractor shall continue operations only after problems at the wastewater treatment plant have been corrected, satisfactory to the Wastewater Treatment Plant Operator.

The Contractor shall submit with bid a recent study from an accredited research facility documenting the effects of the proposed product on wastewater treatment plant facilities. At a minimum, this study shall address the toxicity of the product on wastewater treatment plant biota, including nitrifiers and denitrifiers, the toxicity of the product on treatment plant effluent, and the environmental fate of the product. This requirement is mandatory.

## **8. POLLUTION AND LIABILITY INSURANCE**

The Pollution Liability Insurance described herein is **in addition to** all other insurance required of the Contractor by the District, including any insurance described in the general conditions, any insurance required by law, or any other insurance requested by the District.

The Contractor shall submit written evidence that he has obtained pollution liability coverage. This coverage shall protect the Contractor, the District, and the District's officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be \$5,000,000 total loss. An "A" rated insurance company shall provide the Contractor's Pollution liability insurance.

In addition, the Contractor's commercial general liability limits must be not less than **\$10,000,000**, total occurrence limit, and include pesticide or herbicide applicator coverage.

## **9. COMPLIANCE WITH LAWS**

The Contractor is directed to ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to transportation of material (DOT), the application of sewer root control herbicides (US EPA), and traffic safety regulations. The Contractor's Federal DOT number and material EPA registration number must be submitted with bid.

## **10. QUALIFICATIONS**

The Contractor affirms a minimum level of five (5) years direct experience in applying chemical sewer root control agents. The Contractor affirms they have performed at least 10 other jobs similar in size and scope to the work specified herein, and have treated in excess of 750,000 linear feet of sanitary sewer with it's own personnel within the last 24 months. Any work performed by subcontractors for the Contractor will not be considered.

The Contractor shall be licensed as a pesticide application business with the California Department of Pesticide Regulation.

**All work shall be performed by Certified Pesticide Applicators licensed with the California Department of Pesticide Regulation.** Certified Pesticide Applicators, shall have a minimum three years experience in performing the type of work specified, and shall each have personally performed a minimum of 500,000 linear feet of treatments in the last three years as a Certified Pesticide Applicator. A minimum of three Certified Pesticide Applicators that are registered with the California Department of Pesticide Regulation is required. License numbers for these three applicators and years of experience shall be submitted to the District's Technical Liaison. Additional proof of applicator experience may be requested by the District.

**11. ASSISTANCE PROVIDED BY THE DISTRICT:**

- a. A representative of the District will accompany the Contractor's crew, and/or sewer system drawings will be provided showing the exact locations of the pipes to be treated.
- b. The District shall provide for the entering of private lands, public lands and right-of-ways.
- c. The District shall provide a source of fresh water at a location or locations to be designated by the District.
- d. The District shall locate and uncover hidden or buried manholes, and restore street surfaces, easements, etc.

**12. SUBSTITUTES AND PROVEN EQUIVALENTS**

Use of any substitute or equivalent procedures, methods, or materials must be approved by the District in writing.

Should the Contractor wish to use any brand of material other than as specified herein, he shall submit to the Owner for review, complete descriptive literature naming the proposed substitution and manufacturer. Any equivalent material or methods shall comply with the requirements set forth above (see sections 4 COMPOSITION OF ROOT-CONTROL MATERIAL, and section 5 MANNER OF APPLICATION).

**EXHIBIT B  
SCHEDULE OF COMPENSATION**

Sewer line chemical root control, including all labor, materials, equipment and associated costs, shall be paid for at the unit price bid per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole.

PIPE SIZE	UNIT PRICE PER LINEAR FOOT	ESTIMATED FOOTAGE	EXTENDED PRICE
6 inch	\$1.10/ln ft	64,317	\$70,748.70
8 inch	\$1.10/ln ft	8,029	\$ 8,831.90
10 inch	\$1.10/ln ft	141	\$ 155.10
12 inch	\$1.10/ln ft	None	
Total Price (in figures)			\$79,735.70

(Total Price in words) Seventy-Nine Thousand Seven Hundred Thirty-Five dollars and Seventy cents



**EXHIBIT C  
INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

***Minimum Scope of insurance***

Coverage shall be at least as broad as:

1. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence For CG 00 01).
2. Insurance Services Office (ISO) Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

***Minimum Limits of Insurance***

CONTRACTOR shall maintain limits no less than:

1. General Liability (Including operations, products and completed  

**\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

For this project, the Contractor's commercial general liability limits must be not less than **\$10,000,000**, total general aggregate limit, and include pesticide or herbicide applicator coverage.

2. Automobile Liability:  

**\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:  

**\$1,000,000** per accident for bodily injury or disease.

(Exhibit C – page 2)

4. Workers' Compensation: as required by the State of California
5. The Pollution Liability Insurance described herein is **in addition to** all other insurance required of the Contractor by the District, including any insurance described in the general conditions, any insurance required by law, or any other insurance requested by the District.

The Contractor shall submit written evidence that he has obtained pollution liability coverage. This coverage shall protect the Contractor, the District, and the District's officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be \$5,000,000 total loss. An "A" rated insurance company shall provide the Contractor's Pollution liability insurance.

If the CONTRACTOR maintains higher limits than the minimums shown above, the entity shall be entitled to coverage at the higher limits maintained by the contractors.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the entity. At the option of the entity, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the entity, its officers, officials, employees and volunteers or (b) the contractor shall provide a financial guarantee satisfactory to the entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

***Other Insurance Provisions***

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided with two endorsement forms: 1) in the form of an additional insured endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) and 2) a CG 20 27 37 10 01 endorsement form or its equivalent language. A later edition of the CG 20 10 form along with the CG 20 37 coverage form will give some protection to the entity for specific locations.

**(Exhibit C – page 3)**

2. For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail has been given to the entity.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

***Waiver of Subrogation***

Contractor hereby agrees to waive subrogation which any insurer of CONTRACTOR may Acquire from CONTRACTOR by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the CONTRACTOR, its agents, employees, independent contractors and subcontractors.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII., unless otherwise acceptable to the entity.

***Verification of Coverage***

CONTRACTOR shall furnish the Entity with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. The endorsements should be on forms provided by the entity or on other than the entity's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

***Subcontractors***

CONTRACTOR shall include all subcontractors as insures under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements stated herein.

**EXHIBIT D  
SPECIAL REQUIREMENTS**

Complete this page in full, and provide valid, existing licenses and insurance, as required.

Contractor Name: Duke's Root Control, Inc.

Contractor's California Pesticide Business License #: 32297

Contractor Federal Department of Transportation #: 1559146

Name of Proposed Chemical Root Control Agent: Razorotooer II

USEPA Root Control Agent Registration #: 6489-8

California Root Control Product Registration #: 64898-8-ZA

Does the Contractor have Pollution Liability Insurance as specified? Yes

Contractor's Pollution Liability Insurance carrier: Columbia Casalty Co.

What is the AM Best rating for your Pollution Insurance carrier? A

Does the Contractor have a minimum 5 years of experience in the type of work specified, treated in excess of 750,000 lineal feet of root treatments in the last 24 months, and completed at least 10 other jobs similar in size and scope, which the Owner can verify?  
Yes

Are two (2) Copies of Contractor employee Certificates of Completion in confined space entry training, per federal code 29 CFR 1910.146, attached? Yes

Has the Contractor enclosed a recent study documenting the effects of the submitted product on wastewater treatment plants? Yes

Contractor's California Certified Pesticide Applicators  
(List 3 minimum)

1. Name: Mark Lawler Certification #: 103436 Years of Experience: 21

2. Name: Gary Roberts Certification #: 104241 Years of Experience: 19

3. Name: Ron Edwards Certification #: 108662 Years of Experience: 6

**REFERENCE PAGE**

The CONTRACTOR shall submit municipal references for chemical sewer root control work, which the District can verify. Each reference shall be for work actually performed by the CONTRACTOR. All references shall pertain to actual root control work performed by the CONTRACTOR (sub-contractor references are not applicable). Reference work shall have been performed with the manner of application specified herein. Submit sufficient references on a project by project basis; so that the completed work in total for said municipalities exceeds the specified limit of 750,000 lineal feet of root treatments (minimum of three).

ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION. **Previous work for the DISTRICT may be used as references. Complete each item for all 3 references**

<b>Owner/Agency:</b>	City of Los Angeles	
<b>Address:</b>	2714 Media Center Drive	
<b>City, State, Zip</b>	Los Angeles, CA 90065	
<b>Contact/Phone:</b>	Carmelo Martinez	(323) 342-6040
<b>Footage Treated:</b>	9,480,959	
<b>Date of Treatment:</b>	2002-2010	

<b>Owner/Agency:</b>	City of San Mateo	
<b>Address:</b>	330 West 20 <sup>th</sup> Ave.	
<b>City, State, Zip</b>	San Mateo, CA 94403-1388	
<b>Contact/Phone:</b>	Aaron Lam	( 650 )522-7320
<b>Footage Treated:</b>	640,594	
<b>Date of Treatment:</b>	1994-2010	

<b>Owner/Agency:</b>	City of San Carlos	
<b>Address:</b>	1000 Bransten Road	
<b>City, State, Zip</b>	San Carlos, CA 94070-4019	
<b>Contact/Phone:</b>	Paul Baker	(650)802-4143
<b>Footage Treated:</b>	87,228	
<b>Date of Treatment:</b>	2010	

TOTAL FOOTAGE TREATED: 10,000,000



## WEST BAY SANITARY DISTRICT AGENDA ITEM 9

**To: Board of Directors**

**From: Bill Kitajima, Projects & IT Manager**

**Subject: Consider Authorizing District Manager to enter into an Agreement with Freyer & Laureta, Inc. for Master Plan Request for Proposal Preparation Services**

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### Background

The District prepared the current sewer collection system master plan (Master Plan) in 2011 and updated it in 2013. The primary purpose of a Master Plan is to evaluate the District's gravity sewer collection system under a specific design storm, using a computerized hydraulic model. The current Master Plan includes a Capital Improvement Program which is updated and budgeted for annually. The Master Plan also recommended a schedule for maintenance-related replacements of the pipeline and pump station facilities.

It has been almost 10 years since the last update and it is now time to prepare a new Master Plan which will include a recycle water component.

### Analysis

The District has received a proposal from Freyer and Laureta to help staff prepare the request for proposal (RFP) for the Master Plan. The RFP will need to outline the scope of work, requirements, and the criteria used to select and evaluate the proposals.

### Fiscal Impact

The Master Plan was budgeted in the Capital Improvement budget for fiscal year 2022-23 for \$350,000. The proposed support engineering services is \$44,200 and staff requests a 10% contingency of \$4,420 for additional work if needed. Therefore, the total appropriated amount of \$48,620 for the work.

## Recommendation

The Projects & IT Manager recommends the District Board Authorize the District Manager to enter into the agreement with Freyer & Laureta, Inc. for Master Plan Request for Proposal Preparation Services and authorize the District Manager to approve up to ten percent contingency for additional work on an as-needed basis.

July 7, 2022

Mr. Bill Kitajima  
Projects Manager  
West Bay Sanitary District  
500 Laurel Street  
Menlo Park, CA. 94025

**Re: MASTER PLAN UPDATE RFP PREPARATION SUPPORT PROPOSAL  
WEST BAY SANITARY DISTRICT**

Dear Mr. Kitajima,

Thank you for your proposal request to provide support services to prepare a Request for Proposals (RFP) document for the District's Master Plan update. We are pleased to present the following Scope of Professional Services and Fee Schedule.

### **SCOPE OF PROFESSIONAL SERVICES**

#### **Task I: Master Plan Update RFP Preparation and Selection**

- Freyer & Laureta (F&L) will prepare the RFP for the Master Plan Update with District input. We anticipate the RFP will include General Information, Scope of Work, Proposal Requirements, Proposal Selection and Evaluation Criteria, and Figures to support the RFP.
- F&L will attend two on-line meetings to discuss the RFP and will prepare agenda.
- F&L will be a part of the RFP evaluation team. We will evaluate RFPs and attend interview(s) if needed.

#### **Proposed Fee Schedule**

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

**Task I – Master Plan Update RFP Preparation and Selection**

**\$44,200**



Mr. Bill Kitajima  
Page 2 of 2  
July 7, 2022

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

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

A handwritten signature in black ink, appearing to read "Richard J. Laureta". The signature is written in a cursive, flowing style.

Richard J. Laureta, P.E.  
President

**ESTIMATED BUDGET FOR SUPPORT SERVICES FOR MASTER PLAN UPDATE RFP PREPARATION**  
West Bay Sanitary District

TASKS	ESTIMATED LABOR (Hours)			TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION			ESTIMATED COST		
	Personnel & Rates (\$/hr)				UNIT	QNTY	UNIT COST (\$)	5% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	F&L Staff Engineer IV	F&L Project Manager	F&L Principal							
	160	215	240							
<b>Task I: Master Plan Update RFP Preparation</b>										
Preparation of Master Plan Update RFP	8	40	80	\$29,080				\$29,080		
Mapping/Figure(s) Preparation	16	4	1	\$3,660				\$3,660		
Meetings (2)		4	4	\$1,820				\$1,820		
RFP Review and Interview (if necessary)			40	\$9,600				\$9,600		
Subtotal Labor Hours - Task I	24	48	125	<b>\$44,160</b>	Estimated Cost - Task I				<b>\$44,200</b>	
<b>Total Labor Hours</b>	<b>24</b>	<b>48</b>	<b>125</b>	<b>\$44,160</b>	<b>Total Estimated Cost</b>				<b>\$44,200</b>	

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## WEST BAY SANITARY DISTRICT AGENDA ITEM 10

**To: Board of Directors**

**From: Bill Kitajima, Projects & IT Manager**

**Subject: Consider Authorizing District Manager to enter into Agreement for Engineering Design Services with Freyer & Laureta Inc. for the Point Repair Sanitary Sewer Improvements Project**

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### Background

The District has sewer pipelines that are on a high frequency cleaning schedule due to root intrusion, damaged pipe, sags, and other issues. These high frequency pipelines involve additional maintenance and work force over pipelines with minor or no defects. The District has determined that making point repairs along these pipe segments would alleviate some of the maintenance and work force, for these pipe segments, so the work force can concentrate in other areas.

The District has requested engineering, surveying, and design services from Freyer & Laureta, Inc. for the needed work. The engineer will work with other agencies to align all point repair work to be constructed prior to the agencies pavement improvements plans.

### Analysis

The Proposed Tasks for the Agreement include:

Task 1 – Project Management and Coordination

- Attend meetings, coordinate, provide QA/QC & monitor budget.

Task 2 – Site Investigation, Data Collection, Record Research

- Topographic survey, determining inverts, site improvement determination, utility & easement research, & Computer-Aided Design (AutoCAD).

Task 3 – Construction Document Preparation

- Design of Proposed Improvements (This maybe multiple documents depending on the agencies pavement schedules)

Task 4 – Permit Coordination

- Coordinate project(s) and permitting with all the agencies
-

### Fiscal Impact

The Capital Asset Fund for Fiscal Year 2022-2023 for Pipeline Replacement and Rehab Engineering was budgeted for \$350,000. The total design services for this project is \$322,500. The total appropriation is \$350,000 which included approximately 8.5% contingency.

### Recommendation

The Projects & IT Manager recommends the District Board Authorize the District Manager to enter into the agreement for Engineering Design Services with Freyer & Laureta, Inc. for the Point Repair Sanitary Sewer Improvements Project and authorize the District Manager to approve up to 8.5 percent contingency for additional work on an as-needed basis.

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

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this \_\_\_day of \_\_\_\_\_ 2022, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer and Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

**WITNESSETH:**

WHEREAS, the District desires engineering and surveying services to study and design point repair sanitary sewer improvements within the District’s service area, and this effort requires the services of a consultant; and

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

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

**I. DESCRIPTION OF PROJECT**

**Task 1 – Project Management and Coordination**

- Attend meetings, coordinate, provide QA/QC & monitor budget.

**Task 2 – Site Investigation, Data Collection, Record Research**

- Topographic survey, determining inverts, site improvement determination, utility & easement research, & CAD design.

**Task 3 –Construction Document Preparation**

- Design of Proposed Improvements (This maybe multiple documents depending on the agencies pavement schedules)

**Task 4 –Permit Coordination**

- Coordinate project(s) and permitting with all the agencies

- Prepare two review submittals: 90%, and 100%. Three sets of check prints and three copies of the contract specifications will be provided with each review submittal.
- Following approval, one set of reproducible drawings and one set of specifications will be provided to the District for the bidding and construction phases of the project.
- Electronic files of the drawings and specifications will be provided to the District upon request.

## II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the attached proposal, listed as Exhibit “A” from Consultant dated July 7, 2022 entitled “Engineering Services Proposal – Point Repair Sanitary Sewer Improvement Project”, hereinafter referred to as “Proposal.”

No changes in the scope of services shall be made without the District's prior written approval.

## III. TIME FOR COMPLETION

The work is scheduled for completion within twelve months after receiving the District’s Notice to Proceed.

## IV. COMPENSATION

For services to be performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal. Any change requiring compensation in excess of the sum specified in the Proposal shall only be approved in advance in writing by the District’s authorized representative. Consultant shall invoice the District on a time and materials cost basis for services provided under this Agreement in accordance with the Proposal.

Consultant shall submit invoices for services completed each month. The District shall pay such invoices within forty-five (45) days after their receipt. If payment is not made within forty-five (45) days, interest on the unpaid balance will accrue at a rate of one and one-half percent (1.5%) per month compounded monthly.

## V. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that work performed by Consultant meet specific standards without regard to the manner and means of accomplishment thereof, and Consultant agrees to exercise due professional care to provide work product that is adequate and sufficient to meet the purposes for which that was prepared.

## VI. INDEMNIFICATION

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the District, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys’ fees and costs) arising from the acts or omissions of Consultant’s employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of the District.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the District, its directors, officers, and employees from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the District. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8.

## VII. INSURANCE

Consultant shall procure and maintain insurance during the Term, as may be extended by written amendment, with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII., for the following minimum insurance coverages.

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

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

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

D. All general liability policies shall be endorsed to name the District Parties as additional insureds as to the Services. Consultant's insurance coverage is primary insurance and any insurance maintained by the District Parties shall not contribute with it.

E. Consultant shall also provide Professional Liability Insurance (Errors and Omissions) appropriate to Consultant's profession with limits of liability in amounts not less than \$2,000,000 per occurrence or claim and \$4,000,000 aggregate.

F. Contractors Pollution Liability applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

G. Claims Made Policies - Consultant shall provide evidence of coverage for at least five (5) years after the date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date or start of work date, Consultant must



purchase “extended reporting” coverage for a minimum of five (5) years after completion of services under this Agreement.

H. Consultant shall require and verify that all of Consultant’s subcontractors maintain insurance meeting all of the requirements stated herein, and Consultant shall ensure that the District Parties are an additional insured on insurance required from subcontractors.

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

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

## VIII. TERMINATION

The District may terminate this Agreement for its convenience with written notice of not less than 10 calendar days prior to an effective termination date. The District or Consultant may terminate the Agreement for material breach of Agreement by providing written notice to the other party not less than 5 calendar days prior to an effective termination date.

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

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

## IX. SUBCONTRACTS

Except as provided in the Proposal, and otherwise with prior written approval of the District, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement. If at any time, the District determines any

subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, unless otherwise agreed to by the District in writing. Consultant shall ensure that the District, its directors, officers, and employees are additional insureds on insurance required from subcontractors.

## X. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws.
2. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees and subcontractors, covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code. Consultant will immediately advise District if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement.
3. Property of District. The work, or any portion, of Consultant in performing this Agreement shall become the property of the District. The Consultant shall be permitted to retain copies or such work for information and reference in connection with the District's use. All materials and work product, whether finished or unfinished, shall be delivered to the District upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the District, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the District. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the District.
4. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final District payment for Consultant's services.
5. Prevailing Wage. To the extent that the work or services to be performed under this Agreement may be considered a "public work" pursuant and subject to Labor Code section 1720 *et seq.*, Consultant (and any subconsultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any subconsultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid

not less than the specified prevailing wage rates for the type of work performed. Reference: California Labor Code sections 1720, 1774 and 1782.

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

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

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

6. Registration with DIR. Consultant acknowledges that it and/ any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or subconsultant's current registration to perform public work. Labor Code section 1771.1(b).

7. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
8. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, natural disaster, act of god, pandemic, or other peril, existing or future, which is beyond the reasonable control of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule and Consultant compensation based on the District's sole discretion.
9. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
10. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the parties to this Agreement.
11. Independent Contractor. In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the District for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the District Parties against any and all claims, demands, demands, actions, damages or judgments, including associated costs of investigation and defense arising in any manner related to this Agreement that an employee, agent or independent contractor of Consultant was misclassified.
12. Consultant Not an Agent. Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
13. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed

herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.

12. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
13. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
14. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
15. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
16. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective regarding all parties. A scanned, electronic, facsimile, or other copy of a party's signature shall have the same force and effect as an original signature.

[SIGNATURE PAGE FOLLOWS]

XI. ACKNOWLEDGMENT

By their signatures below, the parties herein acknowledge that they have read and understand the terms of this Agreement, and are authorized to execute this Agreement.

WEST BAY SANITARY DISTRICT

CONSULTANT

“A Special District”

“Freyer & Laureta, Inc.”

By \_\_\_\_\_

By \_\_\_\_\_

Signature

Signature

Sergio Ramirez, District Manager

\_\_\_\_\_

Typed Name and Title

Typed Name and Title

APPROVED AS TO FORM

\_\_\_\_\_

GENERAL COUNSEL

NOTES

1. Corporation - signature of two (2) officers required, or one (1) officer plus corporate seal
2. Partnership - signature of a partner required
3. Sole Proprietorship - signature of proprietor required
4. Although it may be necessary on occasion to modify or change some of the provisions of this Standard Agreement, those occasions should be rare. Consultants should be strongly encouraged to accept the terms if they wish to do business with the DISTRICT. Any proposed changes should, of course, be cleared through the DISTRICT Attorney’s Office.\
5. All contracts must be reviewed and approved as to form by the DISTRICT Counsel prior to execution by the DISTRICT.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

July 7, 2022

Mr. Bill Kitajima  
Projects Manager  
West Bay Sanitary District  
500 Laurel Street  
Menlo Park, California 94025

**Re: ENGINEERING SERVICES PROPOSAL  
CAPITAL IMPROVEMENT PROJECT – POINT REPAIR PROJECT PHASE I**

Dear Mr. Kitajima:

Thank you for your proposal request to provide engineering and surveying services for the District's next Capital Improvement Project, Point Repair Project Phase I.

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 370 sites with anticipated repairs including both open trench and trenchless construction methods. It is not feasible to repair all sites within one capital improvement project, so the District's intention is to split the project into two capital improvement projects, with each project having sub-projects. This proposal is for Phase I of the Point Repair Project and includes three anticipated sub-projects.

Phase I includes 180 of the 370 sites. Phase I project sites were selected and prioritized for two major reasons, 1) Pipe sections are in or near areas of planned paving projects in the County, City of Menlo Park, Town of Atherton, and Town of Portola Valley and 2) Pipelines upstream of existing and planned recycled water pump stations that deliver water to the Recycled Water Facility at Sharon Heights Golf and Country Club, as the type of repair selected may impact pump station operation. The Phase I project list is provided in the Appendix section of this proposal. Project sites are either within easements or public Right of Ways (ROWs). Work within ROWs will be coordinated with the jurisdictional agencies to facilitate contractor permitting.

The project will be broken up into three sub-projects with one project being a Cured-in-Place Pipe (CIPP) project which requires specialized contractors and the other two being point repair projects that will include open trench or other form of trenchless repair. The project sites will be closely coordinated with each jurisdictional agency so that there is no conflict with paving activities. Concerns with supply chain, and prices associated with the lack of supply chain, drives the need to design sub-projects that will be create smaller projects that can potentially increase competitive bidding, allowing smaller contractors to bid on the projects.

Headquarters:  
150 Executive Park Blvd, Suite 4200  
San Francisco, CA 94134  
Tel: (415) 534-7070  
[www.freyerlaureta.com](http://www.freyerlaureta.com)

North Bay Office:  
505 San Marin Drive, Suite A220  
Novato, CA 94945  
Tel: (415) 534-7070

East Bay Office:  
825 Washington Street, Suite 237  
Oakland, CA 94607  
Tel: (510) 937-2310



Professional services will include topographic survey however given the number of project sites; priority will be given to areas where open church construction is anticipated. This proposal includes a budget of six weeks of topographic survey services. Due to the number of sites, surveying all the areas would be cost prohibitive due to the number of mobilizations and survey setups. For the areas that topographic survey will not be provided, we will utilize either aerial imagery or the District's system maps to highlight areas and methods of repair.

### **Description of Services**

We propose the following services.

#### **Task I: Project Management and Coordination**

- Freyer & Laureta (F&L) will attend meetings to coordinate this project. 8 meetings are budgeted.
- F&L will provide QA/QC and monitor schedule and budget.

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

- 6 weeks of topographic survey is budgeted for the project.
- Vertical control will be based on NAVD 88 benchmark.
- Inverts and pipe sizes for all entering and exiting pipes within sanitary sewer manholes will be determined. This will assist in designing the diversion structures from existing main lines.
- Inverts, pipe sizes and direction of flow will be collected for storm drain lines, manholes, and catch basins. Understanding adjacent gravity drainage systems are essential for sanitary sewer design.
- Visible improvements, driveways, and utilities, including existing U.S.A. markings within the park entrance driveway and Bayfront Expressway will be located. As noted, utility surveys will be performed by supplemental ground survey.
- Utility research will be performed, and utility locations interpreted from utility company system drawings will be drawn onto the topographic survey base or noted on aerial imagery or District system maps, whichever is used as the base for design drawings.
- Existing easements granted to the District from Cargill will be located.
- Survey information will be translated to AutoCad drawings for use in the design effort.

#### **Task III: Construction Document Preparation**

- Prepare construction drawings for three sub-projects. Drawings will be in AutoCAD format at a scale appropriate to show the necessary information (most probably 20-scale). Drawings will show plan and profile and appropriate construction details and notes.
- Prepare Engineer's schedule of probable construction costs.

- We will prepare three review submittals for each sub-project: 50%, 90%, and 100%. Three sets of check prints and three copies of the contract specifications will be provided with each review submittal.
- Following approval, one set of reproducible drawings and one set of specifications will be provided to the District for the bidding and construction phases of the project.
- Electronic files of the drawings and specifications will be provided to the District upon request.

#### Task IV: Permit Coordination

- Coordinate project and permitting with the City of Menlo Park, San Mateo County, and the Towns of Atherton and Portola Valley.

#### Exclusions

This proposal has the following exclusions:

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

#### Proposed Fee Schedule

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

Project Management and Coordination	\$17,100
Site Investigation, Data Collection, Record Research	\$148,700
Construction Document Preparation	\$130,300
Permit Coordination	<u>\$26,400</u>
	\$322,500

Mr. Bill Kitajima  
Page 4 of 5  
July 7, 2022

Bill, thank you for allowing us to submit this proposal to you and for your consideration. If you have any questions, please feel free to call us.

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

A handwritten signature in black ink, appearing to read "Richard J. Laureta". The signature is written in a cursive, flowing style.

Richard J. Laureta, P.E.  
President

## **APPENDIX**

6 Month A High Frequency No Video on File/Abandoned Survey		
U/S M/H	D/S M/H	Location
E12016	E12015	Middlefield Road

6 Month B High Frequency No Video on File/Abandoned Survey		
U/S M/H	D/S M/H	Location
E13075	E13077	El Camino Real
E15075	E15074	Watkins/Walnut
E15076	E15075	Spruce/Watkins
E15085	E15075	Watkins
E15087	E15076	Spruce
E15120	E15113	Menlo School&College
E15132	E15133	Garwood/Stone Pine Easement
E15145	E15146	El Camino Real/Spruce
E15146	E15147	Spruce
E15152	E15093	Watkins
F13065	F13047	Live Oak Avenue
H12016	H12015	Perry Easement
H13074	H13073	Santa Cruz Easement
H13075	H13056	Santa Cruz Avenue
H13176	H13165	Sharon Oaks Drive
H14032	H14033	Orange Avenue
H14034	H14033	Orange Avenue
H14089	H14078	Sterling Avenue
H14097	H14082	Avy Avenue
H15046	H15039	Camino Al Lago
H15097	H15098	Hillside Avenue
H15047	H15040	Mills Avenue
H15100	H15091	Camino de los robles
I16031	I16028	Walsh Road
I16084	I16014	Sutherland Easement
J11057	J11056	North Balsamina

**LEGEND**



**Sheets with Paving Planned**



**Sections with Confirmed Paving Overlap**



**Sheets with Sections Upstream of Pump Stations and with Planned Paving**



**Upstream of Pump Stations and Confirmed Paving Overlap**

6 month B H/F Repair List			3/25/2022		
U/S M/H	D/S M/H	Repair needed	Footage	Street	
E14106	E14105	Pipe Patch	82'-88'	Victoria Drive	
E14106	E14105	Open Trench	192'	Victoria Drive	
E15082	E15073	Open Trench	188'-195', 266'-278'	Buckthorn Way	
E15099	E16058	Open Trench	114', 324'-335', 400'-405'	El Camino Real	
E15100	E15099	Open Trench	9', changes to an 8 inch diameter pipe	El Camino Real	
E15137	E15100	Open Trench	21'-24', CCTV went D/S to U/S	El Camino Real	
E15145	E15151	Open Trench	24', 45', 101'	El Camino Real	
E15147	E15087	Open Trench	147'	Spruce Avenue	
F13031	F13018	Open Trench	41'-44', 240'-248'	Live Oak Avenue	
F13037	F13257	Open Trench	2'-6', 50'-68'	Morey Drive	
F13043	F13044	Pipe Patch	20'-30', 78'-80'	Crane Street	
F13048	F13049	Open Trench	120'-130'	Blake Street	
F13048	F13049	Pipe Patch	205'	Blake Street	
F13067	F13050	Open Trench	75', 85', 91', 105'	Roble Avenue	
F13082	F13070	Open Trench	88'	Santa Cruz Avenue	
F13082	F13070	Pipe Patch	144'	Santa Cruz Avenue	
H12058	H12036	Open Trench	whole Line, heavy flow/sags	Sand Hill Road	
H13021	H13012	Open Trench	28'-30', 87', 102', 134', 291'	Oakdell Drive	
H13030	H13029	Open Trench	2'-8', 68', 121'-125', 142'-150', 177'-181', 194', 205'	Oakfield Lane	
H13049	H13039	Pipe Patch	8', 19', 74'	Oakdell Drive	
H13135	H13125	Open Trench	14'-17', 21'-24', 44'-46', 50', 73', 102', 126', 155'	Sharon Drive	
H14035	H14034	Pipe Patch	74', 125', 141'	Orange Avenue	
H14129	H14131	Open Trench	4'	Altschul Avenue	
H14129	H14131	Pipe Patch	90', 116', 161'	Altschul Avenue	
H14167	H14088	Pipe Patch	1', 22' D/S to U/S	Alameda de Las Pulgas	
H14167	H14088	Open Trench	48' D/S to U/S	Alameda de Las Pulgas	
H15010	G15062	Open Trench	2', 13', 30', 42', 48'-52', 89'-94', 110', 122', 142', 181'	Camino Al Lago	
H15030	H16013	Open Trench	1', 11', 15', 43', 73', 77', 110', 156'-159, 172', 183', 214'	Fairview Avenue	
H15054	H16034	Pipe Patch	25', 61'-65', 138'	Alameda de Las Pulgas	
H15054	H16034	Open Trench	185'-197', 216', 279'	Alameda de Las Pulgas	
H15123	H15082	Open Trench	whole Line	Walsh Road	
I13023	I13016	Open Trench	11'-13', 17'-18'	Olympic Avenue	
I13023	I13016	Pipe Patch	38'	Olympic Avenue	
I13040	I13009	Pipe Patch	152'-160' D/S to U/S	Monte Vista Drive	
I14033	I14034	Pipe Patch	31', 37', 102'	Loma Prieta Lane	
I14069	I14070	Open Trench	83', D/S to U/S	Siskiyou Drive	
I14106	I14107	Pipe Patch	56', 199'	Sharon Park Drive	
I14107	I14155	Pipe Patch	1'	Sharon Park Drive	
I14135	I14085	Pipe Patch	1', 94', 189' D/S to U/S	Sand Hill Road EA.	
I16016	I16017	Open Trench	150', 165'	Walsh Road	
I16026	I16079	Open Trench	19'-48'	Belbrook Way	
I16027	I16019	Pipe Patch	20', 70', 150', 166'	Walsh Road	
I16027	I16019	Open Trench	82'-84', 93'-96', 101'	Walsh Road	
I16038	I16029	Open Trench	65', 116', D/S to U/S	Belbrook Way	
I16039	I16040	Pipe Patch	3'-9', 21', 86'	Reservoir Road	
I16039	I16040	Open Trench	38'	Reservoir Road	
I16045	I16046	Open Trench	1', 67', 183'	Reservoir Road	
I16046	I16047	Open Trench	7'	Reservoir Road	
I16064	I16063	Pipe Patch	106', 188', 248' D/S to U/S	Reservoir Road	
I16067	I16066	Open Trench	158' D/S to U/S	Sargent Lane EA.	
J11024	J11034	Pipe Patch	34'	La Cuesta Drive	
K10029	K10024	Pipe Patch	42', 230', 298'	South Castanya Way	
K10029	K10024	Open Trench	161', 206', 236'-240'	South Castanya Way	
K11019	J11054	Open Trench	19', 33', 89'-95', 138', 223'	North Castanya Way EA.	
K11022	J11057	Open Trench	68', 75', 81', 84', 87'	North Balsamina Way EA.	
K11022	J11057	Pipe Patch	124'-130', 201'-205', 220'-230', 247'	North Balsamina Way EA.	
K11033	K11032	Open Trench	146'	La Mesa Drive	
K11034	K11033	Open Trench	169'	La Mesa Drive	
K11034	K11033	Pipe Patch	202'	La Mesa Drive	
K11102	K11081	Pipe Patch	70'	Corona Way	
K11104	K11108	Open Trench	211', 240', 332'	Garbada Way EA.	
K11122	K11123	Open Trench	242'-246'	Garbada Way	
K11133	K11121	Pipe Patch	70'	Garbada Way	
K12038	K12035	Open Trench	31'	Mimosa Way	
K12042	K12043	Open Trench	10', 89'	Mimosa Way EA.	
M10026	M10027	Open Trench	314'	Hillbrook Drive EA.	

**LEGEND**

- Sheets with Paving Planned
- Sheets with Sections Upstream of Pump Stations and with Planned Paving
- Sections with Confirmed Paving Overlap
- Upstream of Pump Stations and Confirmed Paving Overlap
- Upstream of Pump Stations - no planned paving

6 month A H/F Repair List			4/26/2022		
U/S M/H	D/S M/H	Repair needed	Footage		Location
C13134	C13133	Pipe Patch	.7', 9', 12', 14', 17', 20', 22', 25', 40', 46' (Line segment is 49') from U/S		Bay Road
C14051	C13103	Pipe Patch	15', 18', 21', 25', 30', 44', 50', 53', 55', 62', 68', 81', 92' from U/S		Del Norte Avenue
C14051	C13103	Open Trench	58', 120' from U/S		Del Norte Avenue
D11050	D11037	Open Trench	75', 133', 194 from U/S		Nova Lane
D11050	D11037	Pipe Patch	97', 106', 129', 137', 174', 190', 196', 200', O/S of D/S M/H		Nova Lane
D11083	D11084	Pipe Patch	164', 168', 172', 174', 187 from U/S		Robin Way
D11112	D11111	Pipe Patch	20' from U/S		Woodlane Avenue
D11112	D11111	Open Trench	28', 37', 46', 49', 74', 80', 103', 114', 130' from U/S		Woodlane Avenue
D13015	C13161	Open Trench	201', 319' from D/S		Colby Avenue EA.
C13071	C13069	Open Trench	Whole Line has multiple fractures and cracks		Market Place EA.
C13098	C13097	Pipe Patch	D/S to U/S, 8', 30', 49', 63', 90'		Van Buren Road EA.
C13106	C13101	Pipe Patch	6', 59', 78', 112', 167', 209'		Van Buren Road EA.
C13106	C13101	Open Trench	117', 179'		Van Buren Road EA.
C13144	C13140	Open Trench	D/S to U/S, 80'-83', 282', 305', 329'		Bay Road EA.
C13145	C13189	Open Trench	whole Line has sags, and multiple fractures		Berkely Avenue
C13150	C13145	Open Trench	185', 235'-240'		Berkely Avenue
C13189	C13141	Pipe Patch	11', 24'-28', 46', 87', 115', 127'		Berkely Avenue
C13189	C13141	Open Trench	105'		Berkely Avenue
D13064	D13055	Open Trench	93'-95', 189', 195', 290', 385', 428'		Arlington Way
E12009	E12068	Pipe Patch	93', 111', 124', 177', 183', 223'		Waverly Street
E12039	E12150	Pipe Patch	3', 65', 119', 227'		Sherwood Way
E12030	E12150	Open Trench	103', 150'-151'		Sherwood Way
E12043	E12040	Pipe Patch	94', 293'		East Creek Drive
E12043	E12040	Open Trench	149'		East Creek Drive
E12046	E12037	Pipe Patch	32', 55', 98'		Waverly Street
E12046	E12037	Open Trench	149'		Waverly Street
E12052	E12044	Open Trench	11'-13', 113'-114', 134'-136', 197'-198'		East Creek Drive
E12052	E12044	Pipe Patch	37', 68', 80', 157', 256'		East Creek Drive
E12066	E12055	Open Trench	38'-39'		Claremont Way
E12066	E12055	Pipe Patch	122'		Claremont Way
E12068	E12059	Pipe Patch	184', 193', 199'		Waverly Street
E12073	E12067	Open Trench	10', sag @ 10'-58'		East Creek Drive
E12074	E12057	Open Trench	Whole line filled multiple sags		Burgess Drive
E12083	E12073	Pipe Patch	90'		East Creek Drive
E12086	E12009	Pipe Patch	24', 36', 57', 65', 173'		Waverly Street
E12086	E12009	Open Trench	105'-110'		Waverly Street
E12087	E12075	Pipe Patch	80', 198'		Sherwood Way
E12087	E12075	Open Trench	49'-53'		Sherwood Way
E12092	E12091	Pipe Patch	126'		Claremont Way
E13025	E14136	Pipe Patch	12'		Pine Street
E13025	E14136	Open Trench	28'-30', 51', 77'-79', 127', 139'-142', 180', 226', 278', 289', 349'		Pine Street
E13030	E14049	Pipe Patch	38'		Laurel Street
E13030	E14049	Open Trench	23', 104', 145'-150', 266', 302'-313'		Laurel Street
E13031	E13030	Open Trench	35', 85', D/S to U/S		Laurel Street
E13033	E13032	Open Trench	19', 51'-56', 138', 172'		Laurel Street
E13034	E13033	Open Trench	18'-24', 32', 65', 83', 120', 127', 137'		Laurel Street
E13039	E13038	Pipe Patch	15', 21', 27', 41'-44', 54', 82', 116', 239'		Noel Drive
E13039	E13038	Open Trench	91'-106', 154'-189'		Noel Drive
E13042	E13034	Pipe Patch	16', 49', 93'-96', 295'		Ravenswood Ave.
E13042	E13034	Open Trench	122'-130'		Ravenswood Ave.
E13052	E13051	Pipe Patch	89'		Alma Street EA.
E13052	E13051	Open Trench	48'-54', 70'-73', 120'-123', 149'		Alma Street EA.
E13054	E13044	Open Trench	77'		Melke Drive
E13102	E13025	Open Trench	45'-55', 74', 125', Whole Line has multiple sags		Pine Street
E14056	E14052	Pipe Patch	37', D/S to U/S		Laurel Place
E14056	E14052	Open Trench	124'-132', 187'-190', D/S to U/S		Laurel Place
E14058	E14154	Open Trench	45', 201'		Mills Court
E14060	E14154	Pipe Patch	34', 59', 93', 168', 357'		Mills Street
E14060	E14154	Open Trench	70', 125'-135', 218'-221', 269', 291'		Mills Street
E15016	E15017	Pipe Patch	273', D/S to U/S		Lane Place
E15016	E15017	Open Trench	90'-104', D/S to U/S		Lane Place
E15024	E15017	Pipe Patch	225', 364', 371'		Lane Place
E15024	E15017	Open Trench	130'-135', 308'-309'		Lane Place
E15028	E15021	Open Trench	116', 132'-145', 240'-262'		Burns Avenue
E15029	E15022	Pipe Patch	265'		Watkins Avenue
E15032	E15034	Pipe Patch	61', 106'-109', 112'-114', 121'		Felton Drive
E15032	E15034	Open Trench	67'-77', 95'		Felton Drive
E15042	E15035	Open Trench	62', 82', 128', 258', D/S to U/S		Arden Avenue
E15051	E15041	Pipe Patch	4', 30', 149', 190'		Felton Drive
E15051	E15041	Open Trench	118', 212', 244'		Felton Drive
E15052	E15042	Open Trench	27'-33', 58'-62', 154'-164', 205'-206', 225'		Arden Avenue
E15061	E15058	Pipe Patch	54', 185'		Felton Drive
E15061	E15058	Open Trench	96'-97', 127'-133'		Felton Drive
E15062	E15061	Pipe Patch	63', 84', 139', 149', D/S to U/S		Felton Drive
E15062	E15061	Open Trench	3', 202'-205', D/S to U/S		Felton Drive

CIPP List				
U/S M/H	D/S M/H	Footage	Issue	Street
K12019	K12020	3'	Collapsed Pipe	Mimosa Way
K11022	J11057	96'	Broken Tap	N Balsamina Way
K11122	K11123	242'	Broken	Garbada Way
K12041	K12040	81'	Defective Tap	Coquito Way
K12045	K12041	139/118/129/164/178'	Defective Tap	Coquito Way
K12052	K12050	21'-24', CCTV went D/S to U/S		Coquito Way
I13002	H14161	40-237'	Broken Tap	Monte Rosa
I12048	I12047	26-36'	Hammer Tap In	2470 Wildwood Lane
N10124	N10121	25.4'	Pipe Missing	Thistle Easement
D12011	D12010	77.3/85'	Multiple Cracks	Willow Road Easement
I16033		Move MH 3' downstream over a bend in pipe.		Walsh Road
J11039		Locate and Raise MH Rim to Grade.		Woodland School Easement



**ESTIMATED BUDGET FOR ENGINEERING SERVICES  
CAPITAL IMPROVEMENT PROJECT - POINT REPAIR PROJECT PHASE I  
West Bay Sanitary District**

TASKS	ESTIMATED LABOR (Hours)					TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION				ESTIMATED COST	
	Personnel & Rates (\$/hr)						UNIT	QNTY	UNIT COST (\$)	5% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	F&L Administrative	2-Man Survey Crew	F&L Staff Engineer II	F&L Project Manager	F&L Principal							
	90	375	140	215	240							
<b>Task I: Project Management and Coordination</b>												
Meetings				8	8	\$3,640					\$3,640	
Monitor budget and project schedule					8	\$1,920					\$1,920	
QA/QC				24	24	\$10,920					\$10,920	
Monthly progress and cost summary report, invoices					2	\$660					\$660	
Subtotal Labor Hours - Task I	2			32	42	<b>\$17,140</b>	Estimated Cost - Task I				<b>\$17,100</b>	
<b>Task II: Site Investigation, Data Collection, Record Research</b>												
Review existing records, drawings, limits of project, field reconnaissance			120	8	1	\$18,760					\$18,760	
Utility Coordination				80	2	\$11,630					\$11,630	
Perform field investigation and survey of project area (budget)	240		40	16	2	\$99,520					\$99,520	
Develop design Base Map including utilities, right of way, easements			120	8	1	\$18,760					\$18,760	
Subtotal Labor Hours - Task II	240	360	34	4		<b>\$148,670</b>	Estimated Cost - Task II				<b>\$148,700</b>	
<b>Task III: Construction Document Preparation</b>												
Project Designs (3 sub-projects)			640	100	80	\$130,300					\$130,300	
Subtotal Labor Hours - Task III			640	100	80	<b>\$130,300</b>	Estimated Cost - Task III				<b>\$130,300</b>	
<b>Task IV: Permit Coordination</b>												
Coordinate Permits with Jurisdictional Agencies			120	40	4	\$26,360					\$26,360	
Subtotal Labor Hours - Task IV			120	40	4	<b>\$26,360</b>	Estimated Cost - Task IV				<b>\$26,400</b>	
<b>Total Labor Hours</b>	<b>2</b>	<b>240</b>	<b>1120</b>	<b>206</b>	<b>130</b>	<b>\$322,470</b>	<b>Total Estimated Cost</b>				<b>\$322,500</b>	



## WEST BAY SANITARY DISTRICT AGENDA ITEM 11

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *Review and Consideration to Approve the Conflict of Interest Code and General Rules of Office for the District Board*

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### Background

The Fair Political Practices Commission under Title 2 California Administrative Code, Section 18730, requires the District maintain a Conflict of Interest Code as a statement of policies and guiding principles. This Code of Ethics and Conduct is meant to outline some of the legal and ethical obligations of Board Members.

Each local agency is required to review its Conflict of Interest Code biennially to determine if it is accurate or, alternatively, if it must be amended. Upon review or amendment, the District must submit a completed notice to the Office of the Assessor-County Clerk-Recorder, due September 1, 2022.

As a more comprehensive guideline the Board also maintains a code of ethics within the General Rules of Office for the District Board which is also subject to periodic review, and revision if needed. Efficiency and opportunity provide cause to review the Rules of Office simultaneously with the Conflict of Interest Code.

On March 14, 2018, the Board approved changes to the procedures for swearing in of Board Members and Appointment of Officers which have been incorporated into the General Board Rules for the Boards review and approval as a complete document.

### Analysis

The GENERAL RULES OF OFFICE include a section for Conflicts of Interest and Statement of Economic Interest. The Conflicts of Interest section outlines prohibitions designed to restrain a public Board Member from participating in or attempting to influence those governmental decisions or actions in which he or she has a "financial interest" which could be materially affected by the decision.

Statements of Economic Interest or better known as Form 700's are required to be filed annually and at the beginning of term of office, and require Members to disclose all investments, business positions, sources of income, and interests in real property which could be materially affected by the decisions made by their commission.

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Attached for review are:

- Resolution 1595 (2006) – the existing Conflict of Interest Code
- General Rules of Office for the District Board
- List of “Designated Filers” for which the District has Form 700’s
- On March 14, 2018, the Board approved changes to the procedures for swearing in of Board Members and Appointment of Officers which have been incorporated into the General Board of Office for the Board’s review and approval as a complete document.

Fiscal Impact

N/A

Recommendation

The District Manager recommends the Board review and approve the General Rules of Office and review the Conflict of Interest Code and determine whether any amendments are needed:

1. If amendments are needed, direct the District Manager to incorporate those amendments in the document(s) and bring to the Board for final approval at a future Board meeting and file notice to the Office of the Assessor-County Clerk-Recorder that the code is currently under review by the Board.
2. If no amendments are needed, approve and direct the District Manager to file the required notice to the Office of the Assessor-County Clerk-Recorder that “No Amendment is Required” (this designation refers to the Conflict of Interest Code rather than the General Rules of Office).

**RESOLUTION NO. 1595 (2006)**

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

\*\*\*\*\*

**A Resolution Restating a Conflict of Interest Code  
For the West Bay Sanitary District By Adopting  
Fair Political Practices Commission Standard Code**

\*\*\*\*\*

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

1. That the "Code" entitled "Conflict of Interest Code of the West Bay Sanitary District", being the standard conflict of interest code promulgated by the Fair Political Practices Commission under 2 California Administrative Code, Section 18730, a copy of which Code is attached hereto and by reference incorporated herein, be, and is hereby, approved and adopted for the District, subject to the approval thereof by the Board of Supervisors of the County of San Mateo.

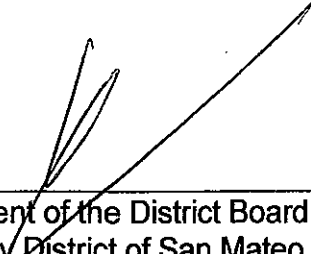
2. That the Secretary of the District be, and is hereby, authorized and instructed to submit a copy of such Code to the Board of Supervisors of the County of San Mateo and to request said Board of Supervisors to approve said Code in accordance with Government Code Section 87303.

3. That pursuant to Section 4(B) of the Standard Code, designated Officials and Employees shall file statements of economic interests with the District which shall retain the originals. The District Manager shall be designated as the filing officer.

\*\*\*\*\*

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of the West Bay Sanitary District, San Mateo County, California, at a meeting thereof held on the 24th day of July, 2006, by the following vote:

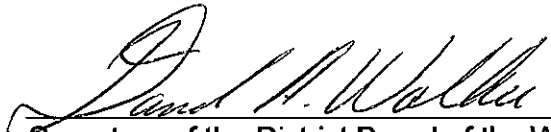
<b>Ayes:</b>	Shepherd, Walker, Knight, Lomax, Harrison
<b>Noes:</b>	None
<b>Abstain:</b>	None
<b>Absent:</b>	None



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

Attest:



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

## WEST BAY SANITARY DISTRICT CONFLICT OF INTEREST CODE

The purposes of this Conflict of Interest Code are to provide for the disclosure of investments, real property, income and business positions of designated WEST BAY SANITARY DISTRICT officials and employees that may be materially affected by their official actions and to provide for the disqualification of designated officials and employees from participation in WEST BAY SANITARY DISTRICT decisions in which they may have a financial interest.

### Background

The political reform Act of 1974 (Government Code Sections 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code. This regulation and any amendments thereto may be incorporated by reference by local agencies and, together with the designation of employees and disclosure categories, meets the requirements of the Political Reform Act.

### Adoption of Conflict of Interest Code

The terms of Title 2 California Code of Regulations Section 18730 are hereby incorporated by reference and, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the WEST BAY SANITARY DISTRICT.

Pursuant to the Political Reform Act and its regulations, all designated employees shall file statements of economic interests with the District Manager who shall be the filing officer. The San Mateo County Board of Supervisors shall be the code reviewing body.

Subsequent amendments to Title 2 California Code of Regulations Section 18730 duly adopted by the Fair Political Practices Commission, after public notice and hearings, are also incorporated by reference unless the WEST BAY SANITARY DISTRICT, within 90 days after the date on which an amendment to Section 18730 becomes effective, adopts a resolution providing that the amendment is not to be incorporated into this Code.

WEST BAY SANITARY DISTRICT  
Conflict Of Interest Code

List of Designated WEST BAY SANITARY DISTRICT Officials and Employees  
Description of Financial Disclosure Categories

Each person holding any position listed below must file statements disclosing the kinds of financial interest shown for the designated employee's position. Statements must be filed at the times and on the forms prescribed by law. Failure to file statements on time may result in penalties including, but not limited to, late fines.

<u>Designated Employees</u>	<u>Disclosure Category</u>
Director	1,2,3,4
District Manger	1,2,3,4
Legal Counsel	1,2,3,4
District Engineer	1,2,3,4
Consultants*	1,2,3,4

\* Each agency or department shall review the duties and authority of all consultants retained by the agency. Those consultants who, within the meaning of 2 California Code of Regulations 18700 (a) (2) are required to file statements of economic interests, shall do so. During each calendar year, the WEST BAY SANITARY DISTRICT shall maintain a list of such consultants for public inspection in the same manner and location as this Conflict of Interest Code. Nothing herein excuses any consultant from any other provision of the Conflict of Interest Code, specifically those dealing with disqualification.

## Disclosure Categories

Category 1. A designated official or employee assigned to Category 1 is required to disclose direct or indirect investments in any business entity that may foreseeable be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 2. A designated official or employee assigned to Category 2 is required to disclose interests in any real property that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 3. A designated official or employee assigned to Category 2 is required to disclose any source of income that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 4. A designated official or employee assigned to Category 2 is required to disclose any business entity in which the designated official or employee is a director, officer, partner, trustee, employee or holds any position of management that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Forms to be filed with: District Manager  
West Bay Sanitary District  
500 Laurel Street  
Menlo Park, CA 94025



**WEST BAY SANITARY DISTRICT  
GENERAL RULES OF OFFICE  
FOR THE  
DISTRICT BOARD**

**Revision Date: 2/13/2013**

**Reviewed Date: 3/28/2018, 8/12/20, 7/13/22**

**GENERAL RULES OF OFFICE FOR THE DISTRICT BOARD**

**1. Code of Ethics and Conduct**

**A. Purpose.** The Board of Directors of the West Bay Sanitary District has adopted the following set of principles of ethics and conduct as an expression of policy to guide the Board in its decision-making. As a statement of policies and guiding principles, this Code of Ethics and Conduct is meant to outline some of the legal and ethical obligations of Board Members, but shall not supersede existing laws and regulations.

**B. Board Member Duties and Obligations.** Each Board Member has the following duties:

1. To represent and work for the common good of the District and its citizens.
2. To provide fair and equal treatment for all persons and matters coming before the Board.
3. To faithfully perform all duties of their elected office, including:
  - a) understanding the roles and responsibilities of the Board position; and
  - b) becoming thoroughly knowledgeable about items of business before voting or developing a conclusion or recommendation; and
  - c) attending regular meetings.
4. To listen courteously and attentively to all public discussions and avoid interrupting other speakers, except as may be permitted by established Rules of Order.
5. To refrain from abusive conduct, personal charges or verbal attacks upon the character, motives, ethics or morals of other members of the District Board, District Employees, or members of the public.
6. All Board meeting shall be properly noticed and agendized in accordance with the Brown Act, and individual Board Members shall conduct themselves in accordance with the requirements thereof.

7. Confidential information shall not be disclosed by individual Board Members without the prior consent of a majority of the Board. Confidential information includes, but is not limited to the following: (1) documents which are exempted from disclosure under the Public Record Act (Govt. Code section 6250, et seq.); (2) information received in closed session; and (3) communications from legal counsel which are protected by attorney-client and attorney work-product privileges.
8. To scrupulously adhere to all pertinent laws and regulations governing conflicts of interest.
9. To refrain from accepting gifts, favors, or promises of future benefits which might compromise or tend to impair independent judgment or action.

### **C. Disciplinary Action**

The Board of Directors may exercise any and all available legal remedies if it determines that a Board Member has violated any provision of state law governing conflicts of interest or self-interested contracts including, if applicable, referring the matter to appropriate prosecutorial authorities. The Board of Directors may further exercise all available legal remedies including, but not limited to, seeking injunctive relief, to prevent any violation of this Code respecting confidentiality and privilege. And the Board may publicly censure or reprimand any Board Member who violates any provision of this Code. Ultimate responsibility for complying with the Code rests with the individual Board Members.

### **2. Conflicts of Interest**

The following is a brief summary of relevant portions of state law affecting service on the Board of Directors:

- A. **Interests in Contracts:** Members of the District Board and other public officers may not make any contract with the District in which they have a financial interest. Such contracts are void. (Government Code 1090, et seq.)
- B. **Discounted or Free Transportation Passes:** Office holders in California are strictly prohibited from accepting free passes or discounts from transportation companies. Violation of this prohibition is punishable by forfeiture of office. (California State Constitution)
- C. **The Political Reform Act:** The Political Reform Act (Government Code 81000, et seq.) forbids a public Board Member from participating in or attempting to influence those governmental decisions or actions in which he or she has a “financial interest” which could be materially affected by the decision. The Act defines the kinds of interests, (which includes interests owned by spouses, dependent children and agents, and certain businesses and trusts) which might cause a conflict and requires public Board Members to disqualify themselves from decisions which could affect those interests.

The Fair Political Practices Commission (FPPC) enforces the Political Reform Act.

### **3. Statement of Economic Interest**

As established in Government Code 87200, Board Members must file Statements of Economic Interest upon assumption of office, on an annual basis, and when leaving office. The proper forms are supplied by the District. Members must disclose all investments, business positions, sources of income, and interests in real property which could be materially affected by the decisions made by their commission. The completed statements are kept on file by the District and are available for public inspection. Since the law permits the Fair Political Practices Commission to impose a penalty for failure to disclose in a timely manner, elected Board Members should be certain the statements are complete and filed on time.

### **4. Relations with District Staff**

The District staff works under the direction of the District Manager. While the Board as a whole may direct the District Manager, individual Board Members shall not provide such direction or to become involved in the administrative or operational concerns of the District departments. However, the staff will be happy to answer questions and provide whatever assistance they can when authorized to do so by the District Manager.

It is expected that a mutually respectful and professional relationship will be maintained between the staff personnel and the Board Members. In the event that a conflict does arise, the problem should be brought to the attention of the District Manager, and if it is not satisfactorily resolved, brought to the attention of the President of the Board.

### **5. Officers and Committees**

It shall be the policy of the District Board to elect officers of the Board during the month of December depending on ranges of Board Member terms. A Board Member must have served at least one year in office to qualify for service as an Officer.

**A. Board Officers:** The Board shall hold annual elections at its last December meeting for President and Secretary. The terms of office for President and Secretary shall be one year, commencing on the first day of January and end on the thirty-first day of December.

**B. President Duties:** The President shall serve as the presiding officer and chair all meetings of the Board, shall collaborate with the District Manager to establish the agenda for regular and special meeting, shall sign all documents on behalf of the Board and District that may be required, and shall have the same right and responsibilities as other Directors to participate in and vote at board meetings. The President shall appoint a Board Member to serve as Treasurer, and shall have the authority to establish and specify the duties and responsibilities of all advisory committees, and appoint Directors who will serve thereon for the upcoming year provided, however, that the Board, by majority vote, may modify such committees or appointments. All committees appointed by the President shall serve in an advisory capacity only, and shall report directly to the Board of Directors.

**C. Secretary Duties:** The Secretary shall countersign all documents on behalf of the Board and District that may be required, and shall serve as the President pro tem in case of the absence or inability of the President to act. In case of the absence or

inability of the Secretary to act on behalf of the District, or in event that the Secretary is serving as President pro tem, the Board shall choose a Secretary pro tem to act on his or her behalf.

**D. Treasurer Duties:** The Treasurer shall be appointed by the President, and shall participate in discussions regarding District investments and audits. The Treasurer shall be bonded and, in event of the unavailability of the President or Secretary, may sign official documents on behalf of the District. The Treasurer may provide reports on financial matters in regular or special Board meetings.

## **6. Orientation for New Members**

Shortly after election, a general orientation will be provided by the District Manager and staff. This orientation is intended to acquaint newly elected Board Members with the District goals, the responsibilities of the appointment, and current issues before the body and meeting schedules.

## **7. Resignation**

If a Board member resigns from office before the end of his or her term, the member should write a letter announcing the resignation and specifying the effective date thereof, and deliver it to the District Manager, who will forward copies to the District Board.

## **8. Benefits/Insurance/Immunity**

Board Members are covered by Workers' Compensation and, in the event of an accident while serving in an official capacity, the member will be required to file an accident report. Members are also covered under the District's general liability insurance policy for actions taken in the course and scope of their duties. The Tort Claims Act also limits individual liability and in most situations immunizes Board Members from legal liability for actions taken in exercising discretion, or in exercising duties of their positions.

## **9. Travel and Expense Reimbursement**

**A. PURPOSE.** The purpose of this policy is to provide guidance to Board Members and other District officials on the use and expenditure of District resources and to establish a written policy for reimbursement of necessary expenses by Board Members. This section shall also apply to Regular District employees for the purposes of Travel and Expense Reimbursement.

**B.** In addition:

1. This policy satisfies the requirements of Government Code sections 53232.2 and 53233.3.
2. This policy supplements the definition of actual and necessary expenses for purposes of state laws relating to permissible uses of public resources.
3. This policy also supplements the definition of necessary and reasonable expenses for purposes of federal and state income tax laws.

4. This policy also applies to any charges made to a District credit card, cash advances or other line of credit.

**C. AUTHORIZED EXPENSES.** District funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized District business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses:

1. Communicating with representatives of local, regional, state and national government on District business or adopted policy positions;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in regional, state and national organizations whose activities affect the District's interests;
4. Recognizing service to the District (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);
5. Attending District events; and
6. All other expenditures require prior approval by the Board of Directors.

**D.** Examples of personal expenses that the District will not reimburse include, but are not limited to:

1. The personal portion of any trip;
2. Political or charitable contributions or events;
3. Family expenses, including partner's expenses when accompanying official on agency-related business, as well as children- or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf-related expenses), or other cultural events; and
5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and

**E.** Any questions regarding the propriety of a particular type of expense should be resolved before the expense is incurred.

**F.** To conserve District resources and keep expenses within community standards for public officials, expenditures should adhere to the following guidelines. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the District will be limited to the costs that fall within the guidelines, unless special circumstances are shown and a majority of the Board of Directors approves reimbursement of the expense in advance of the event or occasion resulting in the expense.

**G.** Whenever possible, registration and travel arrangements shall be coordinated through the District Manager's Office.

**H. Transportation.** The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. Government and group rates must be used

when available. Automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (see <http://www.irs.gov/>). Bridge and road tolls are reimbursable.

- I. Lodging.** Lodging expenses will be reimbursed or paid for when travel on official District business reasonably requires an overnight stay.
  1. Conferences/Meetings. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If the group rate is not available, then comparable lodging may be used, subject to subsection 2, below.
  2. Other Lodging. Travelers must request government rates, when available. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the median retail price for lodging for that area listed on websites like <http://www.priceline.com/> or an equivalent service shall be considered reasonable and hence reimbursable.
- J. Meals.** Each meal expenditure must comply with the limits and reporting requirements of local, state and federal laws. Meal expenses will be reimbursed at the Internal Revenue Service rates for reimbursement of meals as established in Publication 463, or any successor publication.
- K. Telephone/Fax/Cellular.** Officials will be reimbursed for actual telephone and fax expenses incurred on District business. Telephone bills should identify which calls were made on District business. For cellular calls when the official has a particular number of minutes included in the official's plan, the official can identify the percentage of calls made on public business.
- L. Other.** Baggage handling fees of up to \$1 per bag and gratuities of up to 15 percent will be reimbursed. Expenses for which District officials receive reimbursement from another agency are not reimbursable.
- M. Expense Report Content and Submission Deadline.** All cash advance expenditures and expense reimbursement requests must be submitted on an expense report form provided by the District, which must document that the expense in question meets the requirements of this policy, with copies of receipts documenting each expense. Such forms and supporting documentation are public records subject to disclosure under the Public Records Act. Expense reports should be submitted within 30 days of an expense being incurred.
- N. Audits of Expense Reports.** All expenses are subject to verification that they comply with this policy.
- O. Reports to Board.** At the following Board meeting, a report shall be presented on meetings attended at District expense. If multiple officials attended, a joint report may be made.
- P. Compliance with Laws.** District officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act.

**Q. Violation of this Policy.** Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following:

1. Loss of reimbursement privileges;
2. A demand for restitution to the District;
3. The District's reporting the expenses as income to the official to state and federal tax authorities;
4. Civil penalties of up to \$1,000 per day and three times the value of the resources used; and
5. Prosecution for misuse of public resources.

#### **10. Authority of Board Members**

Individual members of the Board are not authorized to expend public funds, enter into agreements or contracts, employ staff, sign documents on behalf of the District, or bind the District in any way. This authority can only be granted by motion or resolution of the District Board.



*Serving Our Community Since 1902*

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

Sergio Ramirez  
District Manager

In reply, please refer to our  
File No.

## **West Bay Sanitary District's List of Designated Filers**

### **Directors:**

Fran Dehn, President  
Roy Allen Thiele-Sardina, Treasurer  
David Walker, Secretary  
Edward P. Moritz, Director  
George B. Otte, Director

### **District Manager**

Sergio Ramirez

### **Legal Counsel**

Anthony P. Condotti, General Counsel  
Barbara H. Choi, Assistant General Counsel  
Victoria Thompson, Assistant General Counsel  
Stephanie Hall, Assistant General Counsel  
Catherine Mary Bronson, Assistant General Counsel

### **District Engineer**

Vacant

### **Consultants**

Michael David Smith, Bank of the West

Effective: 7/13/22



**Procedure for: Swearing in of Board Members and Appointment of Officers  
(and related filings)**

**(A) Swearing in Procedure for Board Members.**

New Board Members shall be sworn in at the first District Board Meeting in January following the election. The swearing in shall be performed by District Legal Counsel or other as determined by the Board. At this meeting, the new Board Members shall be presented with Certificates of Election and shall sign the Oath of Office form provided by the District.

The date the Board Member is sworn in shall constitute the assuming office date of the Board Member.

The District Counsel shall attend the swearing in, as well as any other dignitary the Board decides to invite such as a County Supervisor or Judge.

**(B) Appointment of Officers.**

The District Board shall nominate and appoint Board Officers in the month of December. At the first District Board Meeting in January the newly appointed Board Officers shall be sworn in. The date of assuming office for Board Officers shall be the date the Officer is sworn in or otherwise authorized to serve in the position.

**(C) Form 700 Disclosures.**

Pursuant to California Government Code Section 87202, new District Board Members and Officers must file within thirty (30) days after the assuming office date, a Form 700 Assuming Office Statement reporting any investments, interests in real property, and business positions held on the date the Board Member assumed office. In addition, income received during the 12 months prior to the assuming office date is reportable.

Each year, existing District Board Members must file an annual statement reporting any investments, interests in real property, business positions held, and income received during the period covered by the statement. Generally, the period covered by the statement is January 1 through December 31 of the previous year. The District Board Member shall file the annual statement by April 1, in compliance with the San Mateo County deadline.

When leaving office, District Board Members must file a leaving office statement for the period of January 1 of the current year through the date the Board Member stopped performing the duties of the position.

(D) District Statement of Facts.

Pursuant to California Government Code Section 53051, the District must maintain a statement of the following facts (hereinafter referred to as "Statement of Facts"):

1. The full, legal name of the District.
2. The official mailing address of the District Board.
3. The name and residence or business address of each District Board Member.
4. The name, title, and residence or business address of the president and secretary of the District Board.

Within 10 days after any installation of new officers, or swearing in of board members, or any other changes to the Statement of Facts, the District's Office Manager shall file with the Secretary of State and with the San Mateo County Clerk an amended Statement of Facts, on the Statement of Facts form prescribed by the Secretary of State.

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## WEST BAY SANITARY DISTRICT AGENDA ITEM 12

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *July 13<sup>th</sup>, 2022 Update Report on District Response to Corona Virus*

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### **Background**

In early March of 2020, the outbreak of Corona Virus in the USA caused Federal, State and Local governments to enact several laws, regulations and guidelines to mitigate the impact of the spread and severity of the virus including Shelter in Place. The District has been busy employing measures to meet those regulations and guidelines as well as taking action to ensure the safe working conditions of staff and minimize exposure of and interaction with the public.

### **Analysis**

The District has thus far taken action in regards to: Shelter in Place, Social Distancing, Personal Protective Equipment, and the Injury and Illness Prevention Program (IIPP).

*Shelter in Place:* The District as a wastewater agency has been designated as an “Essential Service” and supplied employees with letters drafted by legal counsel that can be shown to legal authorities, if required, to justify their travel to, during and from work. In addition, the District has developed a Modified Work Schedule that requires individuals to stay at home or telecommute in order to reduce interaction and thus the potential of any spread of the virus among District staff. The District has also implemented the use of Zoom for meetings to reduce the need for consultants, partners, the public and Board member to attend in person. A camera and large screen have been installed to accommodate this mode of virtual meetings.

*Social Distancing:* District staff has employed several measures related to Social Distancing including; limiting meeting size to 10, marking seating spots at tables with 6

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**Report to the District Board for the Regular Meeting of July 13, 2022**

foot separation, signage encouraging 6 foot distancing, separation of reporting stations to include the FERRF, Plexi-glass shields at the counter and between workspaces that cannot achieve 6 foot distancing, and closing of the District Office to the public unless by appointment.

*Personal Protective Equipment (PPE):* The District has been engaged in supplying employees and Board members with several forms of Personal Protective Equipment and emphasizing the frequent and regular use of this equipment. These items include: The distribution of hand sanitizer to employees and Board members, wipes for counters, chairs and tables, installation of hand sanitizer at counter, tables and offices, N95 masks to all employees, increased counts coveralls, face shields, goggles etc.

This has caused the District to reassess its inventory and at what levels of existing stock should trigger new orders so that the District can maintain adequate levels of important supplies to carry us not only through traditionally thought of natural disasters but pandemics such as this. To that end staff has developed an improved inventory check list that includes contact information for ordering, expected lag times in ordering, minimum levels of stock, Trigger-levels for ordering, dates of stock added to inventory and so on. This should help us be better prepared for future events where PPE can be in short supply or difficult to obtain and District operations can continue uninterrupted.

*Injury and Illness Prevention Program:* The District has made a significant effort in the way of training employees in how to deal with the COVID 19 response. We have developed SOP's for both field staff and office staff in dealing with customers while maintaining social distancing, utilizing PPE, and remote permitting etc. We have complied with local health officials requirement to complete and post at all entrances the Social Distancing Protocols and used that and our SOP's as a basis for developing a comprehensive COVID 19 Preparedness and Response program.

The District has taken great efforts to inform the public of changes in business procedures during this time including website postings, posting notices and information on all entrance doors, mailings of letters and flyers to residents, and ads in Facebook and YouTube. The use of Wipes has emerged as a huge problem for the District and our outreach has included addressing this problem in the flyers, ads, and correspondence to persuade our constituents to refrain from flushing wipes.

*May 13 update:* The District has found that it takes at least 3 weeks from the date of order to delivery of consumable PPE items such as; N95 face masks (we have received 2,000 masks since the first March order), 500 face shields, and 150 goggles to protect the field staff from droplets and mist while cleaning the sewer lines.

The District will now be faced with transitioning back to normal operations. The District Office is open on Friday by appointment only. Construction activities are increasing and inspections are being scheduled much more frequently. Social Distancing and PPE will continue to be key elements of District life for the foreseeable future.

*May 27 update:* The District has opened the office to the public on Tuesdays and Thursdays. Stickers on the floors and notices on the doors and shields at the counters have been placed to remain compliant with the Health Dept. Wipes and signs have been placed in the bathrooms. All the departments except Administration have returned to normal work hours (which are mostly 9/80 schedule but crews are still separated with the Satellite Office/Corp Yard. As a result of these changes have updated the COVID 19 response plan and affixed to entry doors as required.

*June 10 update:* Staff is resuming normal Pre-COVID 19 work schedules beginning June 8, with the exception of some of the Admin staff. Office hours will open up to Monday through Thursday 9am to 3pm.

*June 24 update:* As of Friday, June 12 the Administration Office was open by appointment. Office hours continue to be open Monday through Thursday 9am to 3pm. Staff is continuing to make a concerted effort to be available to the public and contractors for business.

*July 8 update:* The current YouTube advertisement advising customers not to flush wipes or towels has been viewed by 220,653 people and 24% or 50,759 have viewed the video to completion.

*August 12 update:* When an employee has been in contact with a known or possible COVID 19 positive patient or been in contact with someone who has been in contact with a confirmed COVID 19 positive patient they will asked to stay home for a 14-day self-quarantine period and will be asked to be tested for COVID 19. If the employee is well enough during the self-quarantine period, they will work from home during this time. As soon as the employee is COVID 19 negative, they will be asked to return to work.

*September 9 update:* The District's COVID-19 Preparedness and Response Program has been updated through DuAll Safety to include usage of current San Mateo County Health Department signage, updated social distancing protocol (verbiage and links for continuing SIP order), CDC updates on Coronavirus symptoms, addition of cloth face mask and San Mateo County Health guidelines. Training to be scheduled for September with DuAll Safety (by ZOOM) for all current updates. Staff has purchased two disinfecting fog machines to disinfect surfaces in the Admin and Maintenance Buildings, and Operations Building at FERFF. Disinfection of surface are being done weekly.

*September 23 update:* Two employees are currently out sick and in quarantine due to a possible exposure to COVID-19 per District's protocol memorialized in our August 12, 2020 update (above) "*When an employee has been in contact with a known or possible COVID 19 positive patient or been in contact with someone who has been in contact with a confirmed COVID 19 positive patient they will asked to stay home for a 14-day self-quarantine period and will be asked to be tested for COVID 19.*" Once the

employees test negative for COVID-19, or quarantine for 14 days, they will be allowed back to work.

*October 14 update:* No updates at this time.

*October 28 update:* Updated training on the Response Program will be conducted in October. Two office employees were experiencing COVID-19 symptoms and were asked to work from home until test results were available. Both employees tested negative and have returned to work.

*November 18 update:* Updated training on the Response Program will be conducted on November 16.

*December 9 update:* The District is following all County of San Mateo increased COVID-19 restrictions and has cancelled our Holiday Luncheon out of an abundance of caution.

*January 13, 2021 update:* The front office is now limiting customers inside the lobby to no more than one. Others are asked to socially distance outside while they wait. Staff is working on the new COVID-19 Prevention Emergency Temporary Standards regarding prevention and reporting outbreaks.

*January 27, 2021 update:* The new COVID-19 Prevention Plan is complete and staff will receive training shortly.

*February 10, 2021 update:* Updated training on the Response Program was provided on February 2.

*February 24, 2021 update:* District Manager issued COVID-19 Vaccine letter to staff so they may schedule their vaccine on or after February 22, 2021 as part of the Phase 1B.

*March 10, 2021 update:* To date 7 employees have received at least one vaccine shot and approximately 3 others have received appointments.

*March 24, 2021 update:* Approximately 10 employees have been vaccinated.

*April 14, 2021 update:* The front office is back open to the public with limited hours of 9am-3pm Monday thru Friday with one customer being allowed in the lobby at a time. All four front office staff have received their second vaccine. Approximately, 33% of all staff have received one or more vaccine shots.

*April 28, 2021 update:* Approximately 50% of West Staff has been vaccinated. Effective May 3<sup>rd</sup> the Administrative staff will begin to work in the office full time, rather than from home, as they were for one to two days per week.

*May 12, 2021 update:* West Bay staff is back to working in the office full time and we are continuing have the front office opened to the public Monday through Friday. Over 50% of all staff are now vaccinated.

*May 26, 2021 update:* According to voluntary data, approximately 70% of West Bay staff have been vaccinated. Staff continues to follow Health Department guidelines.

*June 9, 2021 update:* Staff is following the County and State updates closely as restrictions ease up.

*June 23, 2021 update:* The District has made no changes to our existing COVID-19 policy but it is currently under review for updates and we are following Cal/OSHA and County of San Mateo requirements.

*July 14, 2021 update:* Staff is working with legal counsel and Du-All Safety to update the COVID 19 Response Plan. Training will take place in July on the updated plan.

*July 28, 2021 update:* There is no update since the July 14, 2021 Board meeting.

*August 18, 2021 update:* There is no further update since the July 14, 2021 Board Meeting.

*September 8, 2021 update:* The District is considering mandatory vaccination for staff.

*September 22, 2021 update:* District Manager and Legal Counsel will meet with Teamsters Local 350 to discuss mandatory vaccination.

*October 13, 2021 update:* There is no further update since the September 22, 2021 Board meeting.

*October 27, 2021 update:* There is no further update since the October 13, 2021 Board meeting.

*November 10, 2021 update:* An email was sent to staff letting them know that West Bay will mandate COVID-19 vaccinations.

*December 8, 2021 update:* On November 8, 2021 the District Manager and Safety Officer (Water Quality Manager) held training regarding the COVID-19 vaccine mandate. Staff has been submitting proof of vaccination to Human Resources since the training was held.

*January 12, 2022 update:* All employees and Board Members have provided proof of vaccination by the December 30 deadline.

*January 26, 2022 update:* State indoor mask mandate in effect until February 15. Front office staff is working from home two days per week to limit exposure.

*February 9, 2022 update:* Staff is working with DuALL Safety to update the response plan and will incorporate the latest CDC guidelines and requirements.

*February 23, 2022 update:* Staff is working with District Counsel to incorporate all of the recent guidelines with the various government bodies, if possible.



*March 9, 2022 update:* The office staff has returned to an in-full office work schedule after the latest COVID-19 surge. The District has prepared an update to COVID-19 Response Plan and will hold training in March.

*March 23, 2022 update:* Staff was trained on updated COVID-19 Response Plan on March 10. Masks are no longer required at this time unless staff is helping the public.

*June 8, 2022 update:* With the recent surge in COVID-19 cases, the District has two employees out with COVID-19 and three others working from home as a precaution.

*June 22, 2022 update:* One more staff member has contracted COVID-19. Everyone else is back on duty.

*July 13, 2022 update:* All staff members are back on full duty. The District's General Counsel has updated the COVID-19 Response Plan. Staff will be implementing and training on the revision in July.

### **Fiscal Impact**

While there has been considerable expense to implementing some of the COVID 19 mitigation measures such as; converting the FERRF office space (approx. \$2,000), purchasing PPE for stock (\$8,000 to \$10,000), Public Outreach (\$10,500), Zoom Meeting Equipment (approx. \$6,000) these expenses were absorbed in the Operating budget. The FY2020-21 Budget was impacted by the effects of the national COVID 19 response. To date approximately \$5300.00 has been spent in PPE, \$2000.00 in disinfecting equipment, and \$1927.00 in producing and updating the COVID 19 Response Plan. Cost are continuing to be tracked in FY2022-23.

### **Recommendation**

The District Manager recommends the Board accept this report and provide comments to the District Manager in regards to the report. Additional information may be available at the Board meeting as conditions and responses are rapidly changing throughout the COVID-19 pandemic.



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 13**

**To: Board of Directors**

**From: Sergio Ramirez, District 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:**

<b>2020</b>	<b>Treated</b>	<b>Delivered</b>
August	8.8MG	8.2MG
September	8.2MG	5.1MG
October	7.4MG	4.5MG
November	5MG	1.4MG
December	4.7MG	.55MG
<b>2021</b>	<b>Treated</b>	<b>Delivered</b>
January	4.8MG	.23MG
February	4.4MG	.13MG
March	5.9MG	1.8MG
April	8.5MG	7.6MG
May	9.3.MG	8.2MG
June	9.8MG	8.7MG
July	9.5MG	9.1MG
August	9.4MG	9.0MG
September	9.1MG	6.9MG*
October	7.6MG	2.6MG**
November	5.2MG	0
December	4.7MG	0
<b>2022</b>	<b>Treated</b>	<b>Delivered</b>
January	4.4MG	97,000 gallons
February	4.4MG	1.5MG
March	6.6MG	3.5MG
April	7.6MG	3.8MG
May	9.2MG	7.4MG
June	9.8MG	8.7MG

\* 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 14**

**To:            *Board of Directors***

**From:         *Sergio Ramirez, District Manager***

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

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

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

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 15**

**To: Board of Directors**

**From: Sergio Ramirez, District Manager**

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

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

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 16**

**To:            *Board of Directors***

**From:         *Sergio Ramirez, District Manager***

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

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



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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 18**

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** **Consider Resolution Authorizing the President and Secretary of the District Board to Restate the Employment Agreement Between the West Bay Sanitary District and Sergio Ramirez (General Manager)**

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As a result of the Regular Board Meeting on July 13, 2022 the Board considered compensation adjustments for the General Manager following the closed session portion of the meeting.

The compensation adjustments to the General Manager's Employment Agreement are reflected on the employment agreement and effective on July 1, 2022.

The attached Resolution authorizes the President and Secretary of the District Board to restate the agreement on behalf of the District.

Attachments: Resolution  
General Manager Agreement

**RESOLUTION NO. \_\_\_\_ (2022)**

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 restate and execute the Employment Agreement Between the West Bay Sanitary District and Sergio Ramirez (General Manager), Exhibit A.

\*\*\*\*\*

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 13th day of July 2022, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Attest:

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

**Employment Agreement  
Between the West Bay Sanitary District  
and  
Sergio Ramirez (General Manager)**

THIS AGREEMENT, made and entered into on the date it has been executed by all parties hereto (the “Effective Date”), by and between the West Bay Sanitary District, a special district organized and existing under the laws of the State of California, hereinafter called “Employer”, and Sergio Ramirez, hereinafter called “Employee”, both of whom understand and agree as follows:

**WITNESSETH:**

WHEREAS, Employer desires to employ the services of Sergio Ramirez as General Manager of the West Bay Sanitary District, as provided by Section 105(14) of the Code of General Regulations of the West Bay Sanitary District; and

WHEREAS, it is the desire of the District Board, hereinafter called “Board”, to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as General Manager of the West Bay Sanitary District.

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

**Section 1: Duties**

Employer hereby agrees to employ Sergio Ramirez as General Manager, beginning July 1, 2022, to perform the functions and duties specified in the Code of General Regulations and to perform other legally permissible and proper duties and function as the Board shall from time to time assign.

As General Manager, Employee shall be in charge of and responsible for the operation of and management of the District and the general business and governmental affairs of the West Bay Sanitary District in accordance with the laws of the United States of America and the State of California governing special districts, and the District’s rules and regulations. Employee shall do and perform all services, acts, or functions necessary or advisable to manage and conduct the business and governmental affairs of the District, and as may be from time to time determined by the Board of Directors. Employee shall perform all duties with due diligence and with the best interest of the District in mind.

## **Section 2: Term**

- A. Employment pursuant to the terms of this agreement is “at will”. The term of this agreement shall commence effective on the Effective Date, and shall continue through and including June 30, 2025, unless terminated earlier by either party as provided for herein or extended by mutual agreement of the parties.
- B. Employee agrees to remain in the exclusive employ of Employer throughout the life of this agreement and to neither accept other employment nor to become employed by any other employer. Employee shall not engage in any other employment, business or profession for pay while employed by the District.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of employee at any time, subject only to the provisions set forth in Section 7 of this agreement.
- D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 7 of this agreement.

## **Section 3: Compensation**

- A. Effective July 1, 2022, Employer agrees to compensate Employee for his services rendered pursuant hereto as follows:
  - 1. At an annual base salary (the “Base Salary”) of two hundred thirty-two thousand dollars (\$232,000), payable in bi-weekly installments for fiscal year 2022-23. Annually thereafter the Base Salary shall be adjusted on or before July 1 of 2023 and 2024 based on the change in the Consumer Price Index for All Urban Consumers (CPI-U) – San Francisco-Oakland-Hayward for the prior year (April-April).
  - 2. In addition, Employee shall be eligible for an end-of-year performance payment in an amount up to fifteen percent (15%) of Employee’s base salary based on the Board of Directors’ assessment of performance in meeting Employee’s goals and objectives for calendar year 2022, payable on or after January 1, 2023, and annually thereafter on or after January 1, 2024 and 2025.
- B. The District will match on a 1:1 ratio contribution up to five percent (5%) of Employee’s annual salary into a qualified Section 457 plan or 401(a) plan.

## **Section 4: Management Benefits**

Employee shall receive the following fringe benefits:

- A. Employee shall accrue vacation in accordance with the District’s personnel policy.

- B. Employee shall accrue 10 administrative leave days per calendar year. This benefit must be used during the calendar year and does not accrue from year to year.
- C. Employee shall accrue sick leave in accordance with the District's personnel policy. In the event of retirement, permanent disability or death, the District shall pay the employee, or the heirs or estate of Employee, accrued sick leave in accordance with District's personnel policy.
- D. Health, dental, life, accidental death and dismemberment, and other health-related insurances, retirement, reimbursement for authorized District related expenses, and disability leave shall all be allowed in accordance with the District's personnel policy.
- E. Employee shall be entitled to all holiday leave, jury duty, bereavement leave and other leave stipulated available to management employees as defined by the District's personnel policy.
- F. District will furnish Employee with a District vehicle for use for the performance of Employee's duties, and shall incur reasonable expenses associated with the vehicle, including fuel, maintenance and insurance. Employee shall be responsible for income tax payments resulting from the aforesaid, if any.
- G. This agreement is not intended to and in fact does not entitle the General Manager to any benefits other than those stated in this agreement.

### **Section 5: Performance Evaluation**

- A. Board of Directors shall review and evaluate Employee's performance, and establish goals and priorities for the upcoming year, after the first six months of employment, and thereafter at least annually. Said review and evaluation may be in accordance with specific criteria developed jointly by Employee and the Board of Directors.
- B. The Board of Directors and Employee may define, in writing, such goals and performance objectives for Employee as the Board determines are determined necessary for the proper operation of the District and in the attainment of the Board of Directors' policy objectives, which may include establishment of priorities among those various goals and objectives.
- C. Employee will be responsible for placing performance evaluations provided for in this Section on the Board of Directors' agenda, with the concurrence of the Board President.
- D. The provisions of this Section notwithstanding, the specific timing and content of Employee's performance evaluations shall be subject to the discretion of the Board, and nothing contained herein shall be deemed to alter the at-will nature of the employment relationship between Employee and Agency.

### **Section 6: Professional Development**

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer hereby agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and office travel, meetings, and occasions necessary to continue the professional development of Employee, and to adequately pursue necessary functions for Employer, including but not limited to CASA, WEF, CWEA, CSDA, and such other appropriate, regional, state and local governmental groups and committees hereof which Employee serves as a member on behalf of the District.
- C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.
- D. Employee shall obtain prior Board approval for any expenses in this Section which are not budgeted for and for all out-of-state functions.

#### **Section 7: Termination of Agreement and Severance Pay**

This agreement shall be terminated if any of the following occurs:

- A. Whenever Employee and Employer mutually agree in writing.
- B. Without cause, whenever either party shall give thirty (30) days notice to the other of the party's desire to terminate this Agreement.
- C. Upon the death or permanent disability of Employee.
- D. For Cause. In the event Employee is terminated for cause, the Employee shall be given written notice setting forth the reasons for such termination. Said termination shall take effect immediately or as specified by Employer in the Notice of Termination. No severance or termination pay shall be awarded to the employee if Employee is terminated for cause. For purposes of this Agreement, the term "For Cause" shall mean Employee's fraudulent or dishonest acts, gross abuse of authority or indiscretion with respect to Employer, failure or inability to perform Employee's duties in a competent manner, or willful breach or habitual neglect of Employer's employment duties.
- E. If employee is terminated without cause by Employer pursuant to Paragraph B, above, Employee shall be entitled to severance pay, measured from the last day of employment, in an amount equal to: (i) six (6) months base salary at the rate in effect at the time of termination, if terminated without cause within first two years of Employee's appointment as General Manager; and (ii) three (3) months base salary if terminated

without cause more than two years after Employee's appointment as General Manager.

- F. In the Event Employee is terminated by Employer pursuant to either paragraph B or D, above, the Employee shall receive accrued but unused vacation and administrative leave days. Accrued sick leave benefits shall be paid in accordance with the District personnel policy.
- G. Employer agrees not to reduce Employee's pay or benefits to a proportionately greater extent than any reduction for other management employees. If Employee resigns at the request of the Board, or in the face of such disproportionate pay reductions, Employee shall be deemed to be terminated and shall be entitled to severance under Section E.

### **Section 8: Notices**

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. West Bay Sanitary District, 500 Laurel Avenue, Menlo Park, CA 94025
- B. Sergio Ramirez, c/o West Bay Sanitary District, 500 Laurel Avenue, Menlo Park, CA 94025. Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **Section 9: General Provisions**

- A. The text herein shall constitute the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing between the District and the Employee and contains all of the covenants and agreement between the parties with respect to such employment in any manner whatsoever.
- B. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing and signed by both the District and the Employee.
- C. This agreement shall be binding on and inure to the benefit of the heirs at law and executors of the Employee.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.



- E. The parties agree to submit any and all disputes regarding this contract or the employment relationship to binding arbitration with the American Arbitration Association, pursuant to their rules for Employee/Employer matters. In the event of such litigation arising out of this agreement, reasonable attorneys' fees shall be awarded to the prevailing party.
- F. This agreement shall be interpreted under the laws of the State of California.
- G. Employee understands that the Board may, from time to time, revise the District's personnel policies. Employee understands that he is subject to those policies and procedures when they are not in conflict with the contents of this agreement.

IN WITNESS WHEREOF, West Bay Sanitary District, has caused this agreement to be signed and executed in its behalf by its Board president, and duly attested by its Secretary, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

**EMPLOYEE**

Dated: \_\_\_\_\_

\_\_\_\_\_  
SERGIO RAMIREZ

**EMPLOYER**

WEST BAY SANITARY DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
FRAN DEHN  
Board President

Attest:

\_\_\_\_\_  
Secretary

Approved as to form:

By: \_\_\_\_\_  
Anthony P. Condotti  
District Counsel