



*1902 - Serving Our Community for over 120 Years - 2024*

**WEST BAY SANITARY DISTRICT**

**AGENDA OF BUSINESS**

**REGULAR MEETING OF THE DISTRICT BOARD**

**WEDNESDAY, JUNE 26, 2024 AT 7:00 P.M.**

**RONALD W. SHEPHERD ADMINISTRATION BUILDING,  
500 LAUREL STREET, MENLO PARK, CALIFORNIA 94025**

**Board Members**

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

**General Manager**

Sergio Ramirez

**District General Counsel**

Anthony Condotti, Esq.

**AGENDA OF BUSINESS**

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

**<https://us06web.zoom.us/j/82085518115?pwd=UQPwvpl0fghlOiVQ0n53zb2x5XNiET.1>**

**Meeting ID: 820 8551 8115 Passcode: 330186**

1. Call to Order and Roll Call
2. Communications from the Public
3. Consent Calendar  
*Matters listed under this item are considered routine and will be enacted by one motion. The motion, seconds, and vote are applicable to any included resolutions and recorded accordingly. There will be no separate discussion of these items unless specifically requested by a member of the Board.*
  - A. Approval of Minutes for Regular Meeting June 12, 2024 Pg. 3A-1
4. Presentation and Discussion on Central Square Permitting System Pg. 4-1
5. General Manager's Report Pg. 5-1
6. Consideration to Adopt Resolution Approving Addendum No. 1 (Installation of the Oyster Reefs) to the 2021 Final Environmental Impact Report for the West Bay Sanitary District Flow Equalization & Resource Recovery Facility Levee Improvements Project (SCH No. 2020050414) Pg. 6-1
7. Consider Authorizing the General Manager to Execute an Agreement for On-call Construction Observation Services Pg. 7-1
8. Consider Authorizing the General Manager to Execute an Agreement for On-call Construction Consultation Services for SFPUC Coordination, Point Repair Project – Phase I Pg. 8-1

9. Consider Authorizing the General Manager to Enter Into an Amended Agreement for Construction Support Services for the Bayfront Park Sanitary Sewer Project in Menlo Park, San Mateo County Pg. 9-1
10. Establish July 10, 2024, as the Date of a Public Hearing to Consider Amending the Code of General Regulations for Board Member Compensation Pg. 10-1
11. Discussion and Direction on the West Bay and Sharon Heights Recycled Water Facility Pg. 11-1
12. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 12-1
13. Report, Discussion, and Direction on South Bayside Waste Management Authority (SBWMA) including the Solid Waste Franchise Re-Assignment Pg. 13-1
14. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 14-1
15. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
16. Adjournment

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



1902 - *Serving Our Community for over 120 Years* - 2024

WEST BAY SANITARY DISTRICT  
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD  
WEDNESDAY, JUNE 12, 2024 AT 7:00 P.M.

**1. Call to Order**

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

**Roll Call**

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

BOARD MEMBERS ABSENT: None.

STAFF MEMBERS PRESENT: Ramirez, Beyer, Haydari, Hulsmann, Fisher AND Condotti by Zoom

Others Present: Vivian Housen – VW Housen & Assoc., Austris Rungis – IEDA, EJ Shalaby – resident.

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

**3. Consent Calendar**

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

- A. Approval of Minutes for Regular Meeting May 22, 2024
- B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salary and Consideration of Other Financial Matters through May 31, 2024
- C. WBSD Operations and Maintenance Report – May 2024
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – May 2024
- E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – May 2024
- F. Consider Resolution Consenting to Annexation of Territory to the West Bay Sanitary District by the San Mateo County Local Agency Formation Commission- APN 079-073-170 (27 Hillbrook Drive, Portola Valley)
- G. Consider Accepting the 8-inch Sewer Main Extension Constructed Pursuant to Class 3 Sewer Permit No. 1615 for 143 Lake Road, Portola Valley, California

Comments: None.

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

#### 4. Presentation by SVCW on Capital Improvement Master Plan and Financial Plan

Discussion/Comments: Matt Anderson and Kim Hackett of SVCW reported on their capital improvement program which included: introduction to SVCW CIP, breakdown of projects, main drivers/biggest projects, cost, and sources of funds. The 2024 breakdown of projects include rehabilitation and infrastructure improvements of \$360M. In addition, regulatory mandates will require \$72M, and process efficiency will need \$14M for a total of \$446M. They reported projects show the District's share alone will be approximately \$120M over the next ten years.

#### 5. General Manager's Report

Discussion/Comments: General Manager Ramirez reported the Levee Project study determined the nesting of birds near the project site were not found. The Board agreed with the General Manager that the Levee Project should continue based on the findings. He also reported the new online permitting system is being tested and the Board will receive a presentation on June 26<sup>th</sup>. He reported he and the Finance Manager met with Oracle's NetSuite regarding financial software. He also reported he and the Water Quality Manager met with Parkline developer regarding SRI redevelopment and their need for reclaimed water. He continued to report the District is sponsoring the City of Menlo Park 4<sup>th</sup> of July event and the Tour de Menlo in August. President Dehn requested if an alternate to staff attendance can be done on the July 4<sup>th</sup> holiday. The next regular meetings are scheduled for June 26<sup>th</sup> and July 10<sup>th</sup>. The complete General Manager's written report is in the May 22<sup>nd</sup>, 2024 agenda packet.

#### 6. Closed Session

Entered closed session at 8:26 p.m. Left closed session at 9:03 p.m.

- A. CONFERENCE WITH LABOR NEGOTIATORS  
(Pursuant to Cal. Govt. Code §54957.6) Agency designated representatives:  
General Manager, General Counsel, IEDA  
Employee Organization: Exempt Employees, Unrepresented Employees, &  
Teamsters Local 350

Reportable action: General Counsel Condotti reported the Board met in closed session to discuss item 6A and there was no reportable action.

#### 7. Consider Approving and Adopting the Memorandum of Understanding Between West Bay Sanitary District and the Sanitary Truck Drivers and Helpers International Brotherhood of Teamsters, Local 350 and Authorize the President of the District Board to Execute the Memorandum of Understanding

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

Discussion/Comments: General Manager Ramirez reported the MOU is for a one-year contract with a 4% increase to salaries. Negotiations will resume in January 2025.

**8. Consider Approving Resolution Adopting FY 2024-25 Budget**

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

Discussion/Comments: Finance Manager Fisher presented the proposed FY 2024-25 budget which included costs to SVCW increasing 43% to \$18.54, operating revenue will be \$34,577,019 up \$663,000 from the prior year. The Board then passed and adopted the FY 2024-2025 budget.

**9. Consider Adopting Resolution Establishing Rates of Pay and Related Compensation Provisions**

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

Discussion/Comments: General Manager Ramirez reported rates of pay will increase 4% per MOU agreement and most terms are extended to unrepresented staff.

**10. Consider Authorizing the General Manager to Issue the Call for Bids for the Upgrade Pump Stations Telemetry System Project No. 1766.0**

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

Discussion/Comments: General Manager Ramirez reported this project is for Flygt MultiSmart to replace the ISAC System. He also reported the engineer's estimate is \$645K and budgeted for \$600K. The bids will have to come back to the Board for approval.

**11. Consider Authorizing General Manager to enter into an Agreement with V.W. Housen & Associates for Engineering Design Services for the 2024 Pipe Repair and Replacement Project**

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

Discussion/Comments: General Manager Ramirez reported this project is part of the District's 10-year CIP Master Plan. The total design budget for numerous projects in FY 2024-25 is \$700K. The estimated design for this project is \$210K. The Board authorized the General Manager to enter into the agreement, but would like to discuss the purchasing policy at upcoming Board meeting.

**12. Consider Authorizing General Manager to enter into an Agreement with V.W. Housen & Associates for Engineering Design Services for the Illinois Forcemain Replacement Project**

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

Discussion/Comments: General Manager Ramirez reported this project is part of the District's 10-year CIP Master Plan which identified 3 forcemains. The total design budget for numerous projects in FY 2024-25 is \$700K. The estimated design for this project is \$180K.

**13. Consider Replacing the 2015 Ford Transit Connect with a 2024 Ford E-Transit Van**

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

Discussion/Comments: General Manager Ramirez reported the FY 2023-2024 budget has \$80K for electric vehicle purchases. Three estimates were received from different sources. The new E-Transit Van cost will be \$60,078.94 which includes \$7K in accessories.

**14. Discussion and Consider Authorizing the Board President to Submit Written Nominations to Elect San Mateo LAFCo Alternate Special District Member**

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

Discussion/Comments: Board consensus was not to provide nominations but to authorize to transmit ballot by electronic mail.

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

Discussion/Comments: General Manager Ramirez reported in May 10.6 million gallons were processed and 9.3 million gallons were delivered. He also reported full power was provided to the Avy Altschul Pump Station on May 27<sup>th</sup>. The station pumps approximately 67,000 gallons per day. June's treatment production may increase by 1 million with the additional gallons.

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

Discussion/Comments: General Manager Ramirez reported the RFP was received on June 12<sup>th</sup> and the Guaranteed Maximum Price (GMP) is \$85.7M. The RFP will be brought to the Recycled Water Committee, then the full Board. The committee will be tasked with evaluating the proposal in order to bring the project under \$80M if possible.

**17. Report, Discussion and Direction on South Bayside Waste Management Authority (SBWMA) including Solid Waste Franchise Re-Assignment**

Discussion/Comments: General Manager Ramirez reported on a meeting with LAFCo Commissioner Virginia Chang-Kiraly regarding the solid waste franchise re-assignment. He also reported on a letter received from San Mateo County Sustainability department stating they were not interested in pursuing the solid waste franchise re-assignment with the District.

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

Discussion/Comments: None.

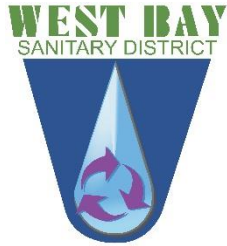
**19. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda**

Discussion/Comments: None.

**20. Adjournment Time:** The meeting was adjourned at 10:31 PM

THIS PAGE LEFT INTENTIONALLY BLANK





**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 4**

**To:** *Board of Directors*

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

**Subject:** *Presentation and Discussion on Central Square Permitting System*

---

Staff will give a presentation on the new Central Square on-line permitting system.

THIS PAGE LEFT INTENTIONALLY BLANK



**To: Board of Directors**

**From: Sergio Ramirez, General Manager**

**Subject: General Manager's Report**

---

**1) Administrative:**

- a. The kickoff meeting to the Succession Plan conducted by CPS HR consulting was held on June 20<sup>th</sup>.
- b. Staff is reviewing the Purchasing Policy and will schedule a meeting with the Finance Committee to discuss any potential changes.

**2) Finance:**

- a. Staff prepared the final FY24/25 budget. The budget was presented to the Board and approved on June 12, 2024.
- b. Staff met for a second time with representatives from Oracle's NetSuite to discuss their finance software.
- c. The District will receive a \$20,000 deposit from Meta to start plan review for Willow Village sanitary sewer service.

**3) CIP Projects:**

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

- i. Ranger Pipelines is making progress on the Bayfront Sanitary Sewer Improvements project.

**b. Levee Improvement Project:**

- i. Staff directed Anderson Pacific to continue the work on the levee project based on the lack of bird nesting and findings in the survey.

**c. Point Repair Project Phase II:**

- i. Casey Construction will begin the Phase II Point Repair Project. The project will eliminate High Frequency cleaning pipe segment schedules.

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

- a. Staff will present to the board of directors the new online permitting system.

- 5) **Operations and Maintenance:**
  - a. **Collection System:**
    - i. Crews have been working diligently on the 12-month preventative maintenance schedule and are close to being 100% complete.
  - b. **Pump Facilities:**
    - i. The pump crew continues to replace the private pump station ISAC System with lights and buzzers. The homeowners seem to be grateful not to need a land line as they did with the ISAC System.
  - c. **Training:**
    - i. Staff continue to attend training hosted by San Mateo County.
- 6) **Water Quality:**
  - a. **Sharon Heights Golf and Country Club (SHGCC):**
    - i. PG&E installed the electrical services for the Avy Altschul Pump Station on May 17th. The pump station began to deliver water to the treatment facility on Monday June 3<sup>rd</sup>.
  - b. **Bayfront Recycled Water Facility (BRWF):**
    - i. A meeting was held with Parkline and the City of Menlo Park to discuss supplying reclaimed water to the SRI project and the government center.
- 7) **Fleet and Facilities:**
  - a. **Vehicle Maintenance:**
    - i. The new 2024 Dump Truck is being manufactured at Western Truck Fabrications in Hayward CA. The unit should be delivered within the next 45 days.
- 8) **Personnel:**
  - i. Recruitment for a new temporary worker has begun.
- 9) **Upcoming Events:**
  - a. **Next Regular Board Meetings:** Wednesdays, June 26<sup>th</sup> and July 10<sup>th</sup>.
  - b. **Sponsored Events:** Menlo Park's 4<sup>th</sup> of July Event, Redwood City's 4<sup>th</sup> of July Parade, and Tour de Menlo in August.
- 10) **Misc. Items:**
  - a. **West Bay:** The General Manager will update the Board on miscellaneous items related to District operations.
  - b. **Town of Los Altos Hills:** Staff continues to maintain the Town's pump stations and collection system.
  - c. **Town of Woodside:** Staff continues to maintain the Town's pump stations and collection system.



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 6**

**To: Board of Directors**

**From: Sergio Ramirez, General Manager  
Fariborz Heydari, P.E., District Engineer**

**Subject: Consideration to Adopt Resolution Approving Addendum No. 1  
(Installation of the Oyster Reefs) to the 2021 Final  
Environmental Impact Report for the West Bay Sanitary District  
Flow Equalization & Resource Recovery Facility Levee  
Improvements Project (SCH No. 2020050414)**

---

Background

On May 12, 2021, under the California Environmental Quality Act (CEQA), the Board adopted a resolution certifying the Final Environmental Impact Report (EIR) and Mitigation and Reporting Program for the Flow Equalization & Resource Recovery Facility (FERRF) Levee Improvement and Bayfront Recycled Water Facility Project (approved project; State Clearinghouse No. 2020050414). The Final EIR is herein referred to as the 2021 EIR.

The 2021 EIR mentioned the oyster reefs as part of the approved project (EIR Project Description p. 2-20), by stating that the approved project may include living shoreline elements at the toe of the slope of ecotone levee (e.g., oysters, eel grass). However, neither a detailed description of the oyster reefs nor their impacts were included as part of the approved project because the extent of installation was yet to be defined through the permitting process.

Analysis

State CEQA Guidelines Section 15164 states that the lead agency shall prepare an addendum to a previously certified EIR if the project sponsor needs to make some changes or additions to a project and if certain conditions are met. An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.

SWCA Environmental Consultants has prepared the Addendum No. 1 (Installation of the Oyster Reefs) to evaluate the impacts of modifications to the approved project identified in the 2021 EIR; those modifications are referred to herein as the “proposed project.” Proposed project modifications would not result in new significant impacts or a

---

substantial increase in the severity of a previously identified significant impact: therefore, preparation of a Supplemental or Subsequent EIR is not required.

Fiscal Impact

None at this time. There is no direct fiscal impact associated with adopting the resolution approving Addendum No.1 to the 2021 EIR.

Recommendation

The General Manager recommends the District Board consider adopting the resolution approving Addendum No. 1 (Installation of the Oyster Reefs) to the 2021 Final Environmental Impact Report for the Flow Equalization & Resource Recovery Facility Levee Improvement Project (SCH No. 2020050414).

Attachments: Resolution

Addendum No. 1 (Installation of the Oyster Reefs) to the 2021 Final EIR

**RESOLUTION NO. \_\_\_\_\_ (2024)**

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

\*\*\*\*\*

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

ADDENDUM NO. 1 TO 2021 FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2020050414)

Name of Project: Flow Equalization and Resource Recovery Facility Levee Improvements & Bayfront Recycled Water Facility Project

Location: Flow Equalization and Resource Recovery Facility Levee Improvements & Bayfront Recycled Water Facility Project is located at the District's 20-acres Menlo Park Flow Equalization Facility (FEF) site, which is at the end of Marsh Road in Menlo Park, adjacent to Bedwell Bayfront Park, on the edge of the San Francisco Bay.

Entity or Person Undertaking Project: West Bay Sanitary District

Determination of the District Board:

On May 12, 2021, the Board under the California Environmental Quality Act (CEQA), adopted resolution certifying the Final Environmental Impact Report (EIR) and Mitigation and Reporting Program for the Flow Equalization & Resource Recovery Facility (FERRF) Levee Improvement and Bayfront Recycled Water Facility Project (approved project; State Clearinghouse No. 2020050414).

The 2021 EIR mentioned the oyster reefs (EIR Project Description p. 2-20), by stating that the approved project may include living shoreline elements at the toe of the slope of ecotone levee (e.g., oysters, eel grass). However, neither a detailed description of the oyster reefs nor their impacts were included as part of the approved project because the extent of installation was yet to be defined through the permitting process.

State CEQA Guidelines Section 15164 states that the lead agency shall prepare an addendum to a previously certified EIR if the project sponsor needs to make some changes or additions to a project and if certain conditions are met. An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.

The District Board certifies that Addendum No.1 (Installation of the Oyster Reefs) to the 2021 Final EIR has been prepared and completed in compliance with the State California Environmental Quality Act Guidelines Section 15164 and this change would not result in new significant impacts or a substantial increase in the severity of a previously identified significant impacts: therefore, preparation of a Supplemental or Subsequent EIR is not required.

The District Board hereby certifies that it has reviewed Addendum No. 1 to the 2021 Final EIR for this project and has considered the contents thereof. The Board finds that this document is adequate for use by the District in its review of the project.

The District Board hereby adopts this resolution approving Addendum No. 1 (Installation of the Oyster Reefs) to the 2021 Final Environmental Impact Report for the West Bay Sanitary District Flow Equalization & Resource Recovery Facility Levee Improvements Project (SCH No. 2020050414).

The District Board finds on the basis of the whole record (including the Final Environmental Impact Report and any comments received), that there is no substantial evidence that the revisions to the Project will have a significant effect on the environment and that the Final Environmental Impact Report reflects the District's independent judgment and analysis; therefore, preparation of a Supplemental or Subsequent EIR is not required.

Based upon the foregoing, and upon compliance with District regulations and requirements, as applicable, the Addendum No. 1 (Installation of the Oyster Reefs) to the 2021 Final Environmental Impact Report for the West Bay Sanitary District Flow Equalization & Resource Recovery Facility Levee Improvements Project (SCH No. 2020050414) is hereby:

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\*\*\*\*\*

Passed and adopted by the District Board of West Bay Sanitary District at a meeting thereof held on the 26<sup>th</sup> day of June 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Attest:

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





## WEST BAY SANITARY DISTRICT AGENDA ITEM 7

**To:** *Board of Directors*

**From:** *Fariborz Heydari, P.E., District Engineer*

**Subject:** *Consider Authorizing the General Manager to Execute an Agreement for On-call Construction Observation Services*

---

### Background

With the number of CIP projects identified in the 10-year Master Plan, the District will need to hire additional staff or use On-call Construction Support Services to cover CIP inspections. Currently, the District has one Construction Inspector who inspects CIP projects and large private development projects in the morning and Residential Class 1 Permits in the afternoon. Also, every other Friday, we have no coverage for inspections due to the staff 9/80 schedule or we cover inspections in-house with help from staff in the Maintenance Department. By covering these inspections in-house, maintenance staff has been able to gain knowledge and experience in conducting inspections, but this cannot be the norm as they have their own daily maintenance duties to perform.

Freyer & Laureta, Inc. (F&L) has been contracted in the past to provide staff augmentation engineering and inspections services to help the District staff. With the surge in new housing development and the District's aggressive CIP schedule, staff augmentation remains a need for the District to be able to manage the workload.

### Analysis

The District requested F&L to provide a proposal for On-call Construction Observation Services. The on-call services include construction services for sewer main for miscellaneous projects throughout the District. The services are expected to average 24 hours a week for a period of 6 months.

### Fiscal Impact

The cost for this On-call Construction Observation Services will be charged against the Point Repairs CIP budget which has approximately \$3.5M in balance after we awarded the Point Repairs Phase II Project to Casey Construction, Inc. The proposed On-call Construction Observation Services is \$73,656. Staff requests an additional 15% in contingency, for a total not to exceed \$84,700.

---

## Recommendation

The District Engineer recommends the Board of Directors Authorize the General Manager to execute an agreement for On-call Construction Observation Services from Freyer & Laureta, Inc.

Attachment: On-call Construction Observation Services Proposal Dated 6/20/24  
Agreement For Professional Services

June 20, 2024

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

**Re: CONSTRUCTION OBSERVATION SERVICES PROPOSAL - MISCELLANEOUS PROJECTS**

Dear Mr. Heydari,

We are pleased to present this proposal to provide construction observation services for miscellaneous projects throughout the District. We propose the following Scope of Professional Services.

### Scope of Professional Services

This proposal is for a period of 6 months or until the budgeted hours are expended. We ask for 48 hours of notice to schedule an inspector.

#### Task I: Project Management and Coordination

- F&L will provide monthly monitoring of schedule and budget.

#### Task II: Construction Observation

- Provide day shift construction observation services for sewer main construction for miscellaneous projects throughout the District. We understand that there are several concurrent construction projects which may require construction observation support.
- Prepare daily reports with pictures in electronic format.
- Coordinate construction observation with other jurisdictional agencies.
- We have budgeted 4 hours a day, 3 days a week, for 6 months (24 weeks). We split these hours between our Construction Inspector and Senior Project Inspector. We have also included two hours a week for inspection management by Jason Feudale and one hour a week for Principal participation. Please see attached resumes of proposed construction inspectors, Keith Brown as Senior Construction Inspector and Toni Steko as Construction Inspector. Jason's hours are included under Senior Construction Inspector.

#### Headquarters

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

#### North Bay Office

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

#### East Bay Office

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

#### South Bay Office

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



Compensation

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

<b>Project Management and Coordination</b>	<b>\$2,208</b>
<b>Construction Observation</b>	<b><u>\$71,448</u></b>
	<b>\$73,656</b>

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

Very truly yours,

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

Jason Feudale  
Construction & Engineering Services Manager

**ESTIMATED BUDGET FOR ENGINEERING SERVICES  
CONSTRUCTION OBSERVATION SERVICES**  
West Bay Sanitary District

TASKS	ESTIMATED LABOR (Hours)				TOTAL LABOR COST (\$)
	Personnel & Rates (\$/hr)				
	F&L Administrative	Construction Inspector	Senior Construction Inspector	F&L Principal	
	105	179	205	263	
<b>Task I: Project Management and Coordination</b>					
Monthly progress and cost summary report, invoices (6 months)	6			6	\$2,208
Subtotal Labor Hours - Task I	6			6	<b>\$2,208</b>
<b>Task II: Construction Observation</b>					
Construction Observation Services (4 hours/day, 3 days a week, 24 weeks)		144	192	24	\$71,448
Subtotal Labor Hours - Task II		144	192	24	<b>\$71,448</b>
<b>Total Labor Hours</b>	<b>6</b>	<b>144</b>	<b>192</b>	<b>30</b>	<b>\$73,656</b>



# Toni Steko, E.I.T.

## STAFF ENGINEER

Toni became a member of the team at Freyer & Laureta, Inc. in 2024. He has a strong background in the construction industry, having gained hands-on experience inspecting and testing construction materials, conducting laboratory tests for construction materials, and observing construction sites to ensure compliance with safety standards. Additionally, he has extensive experience in quality control and quality assurance review, as well as reading and interpreting construction plans. Toni is also knowledgeable in geotechnical observation and soil inspection, and has a keen eye for below-grade utilities observation and inspection.

He has worked on a wide range of projects, including:

## CONSTRUCTION ENGINEERING PROJECTS

**Fargo Moorhead Diversion**  
Fargo, ND

**ONEOK Natural Gas Compressor Stations**  
Central Minnesota

**Embridge Line 3 Pipeline Project**  
Northern Minnesota

**Block 9 Highrise**  
Fargo, ND

**Amazon Fulfillment Center**  
Fargo, ND

**South Dakota Wind Energy Farms**  
Eastern South Dakota  
**Flood Protection Structures & Levees**  
Red River Valley

**Main Ave. Grade Separation**  
Moorhead, MN

**NDSP- Soybean Processing Facility**  
Casselton, ND

**NDDOT & MNDOT Road and Bridges**  
North Dakota/Minnesota

**Gainesville High School Additions**  
Gainesville, TX

## CERTIFICATIONS/TRAINING

- OSHA 10-Hour Safety Certification
- Nuclear Gauge Safety Certification, ANGA, 15292
- Concrete Field Testing Technician - Grade I (CFTT), American Concrete Institute, 01539079
- Construction Quality Management for Contractors, US Army Corps of Engineers, SPK-USACE-02-24-00242



## EDUCATION

- Bachelor of Science in Construction Engineering
- North Dakota State University, Fargo, ND

## CONTACT

408-516-1090, x407  
[steko@freyerlaureta.com](mailto:steko@freyerlaureta.com)

20863 Stevens Creek Blvd., Ste 400  
Cupertino, CA 95014

## KEY EXPERIENCE

- Construction materials inspection and testing
- Construction materials laboratory testing
- Construction site inspection and observation
- QA/QC Reviews
- Construction plans reading/interpretation
- Geotechnical observation and soil inspection
- Below grade utilities observation and inspection
- Public works observation and inspection



# Keith Brown

## CONSTRUCTION INSPECTOR

Keith Brown is an experienced construction inspector and pump facility supervisor. He began his career at West Bay Sanitary District as a Pump Facility Supervisor in 1989. He worked in the same position for 16 years before transitioning to the role of Construction Inspector, which he held for another decade. In 2017, he joined Freyer & Laureta, Inc. as a Construction Inspector.

He has worked on a wide range of inspection projects, including:

## CONSTRUCTION INSPECTION PROJECTS

**Town of Los Altos Hills Olive Lane Sanitary Sewer Extension**  
Los Altos, CA

**Los Altos Hills CIPP Corrosion Rehabilitation Project 2018**  
Los Altos, CA

**Sharon Heights Golf Club - Recycle Water Project**  
Menlo Park, CA

**Los Altos Hills CIPP Corrosion Rehabilitation Project 2022**  
Los Altos, CA

**Skyline Terrace WTP Water Tank Replacement and Chloramine Modifications Project 2020 - 2023**  
Millbrae, CA

## CERTIFICATIONS/TRAINING

- Wastewater Operator Grade 1 Certification
- Confined Space Rescue Training - Danville Fire
- Miscellaneous Inspection Trainings, sponsored by WBSD



## KEY EXPERIENCE

- West Bay Sanitary District Pump Facility Supervisor 1989 to 2005
- West Bay Sanitary District Construction Inspector 2005 to 2015
- Freyer & Laureta Inc Construction Inspector 2017 to 2024

## CONTACT

408-516-1090

20863 Stevens Creek Blvd., Ste 400  
Cupertino, CA 95014

**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 26<sup>th</sup> day of June, 2024, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer & Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires to procure certain professional services as more particularly described in “ON-CALL CONSTRUCTION OBSERVATION SERVICES FREYER & LAURETA” (“Scope of Work”) attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as “Proposal”); and

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

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

I. DESCRIPTION OF PROJECT

Consultant will provide On-call Construction Observation Services as needed.

II. SCOPE OF SERVICES

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

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

II. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either June 30, 2025 or the timely completion of the Scope of Work described in the Proposal, whichever is later.

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



Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date of June 30, 2025 in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

### III. COMPENSATION

For actual services performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$73,656 as specified in the Proposal, shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the Proposal.

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

### IV. RESPONSIBILITY OF CONSULTANT

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

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

### V. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys' fees and costs ("Losses") caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant's officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant's duty

to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

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

## VI. INSURANCE

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

### Certificate Requirements:

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

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

### Required Coverage:

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

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

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

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

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

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

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

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

I. Any excess/liability policies must provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must follow form the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured

which covers that person or organization as a named insured, and we will not share with that other insurance.

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

## VII. TERMINATION

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

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

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

## VIII. SUBCONTRACTS

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

## IX. OTHER TERMS

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

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

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

Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 et seq. and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: California Labor Code sections 1720, 1774 and 1782.

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

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

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

11. Registration with DIR. Consultant acknowledges that it and/ any sub consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any

contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or sub consultant's current registration to perform public work. Labor Code section 1771.1(b).

12. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
13. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, existing or future, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. . Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on the District's sole discretion.
14. Intellectual Property and Indemnity. Consultant represents to District that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless District, its directors, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory,



of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the District's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

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

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

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

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

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

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

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

## 26. ACKNOWLEDGMENT

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

[SIGNATURES ON FOLLOWING PAGE]

WEST BAY SANITARY DISTRICT

FREYER & LAURETA, INC.

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

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

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

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

APPROVED AS TO FORM

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

**EXHIBIT**  
**“A”**  
**SCOPE**  
**OF**  
**WORK**



THIS PAGE LEFT INTENTIONALLY BLANK



## WEST BAY SANITARY DISTRICT AGENDA ITEM 8

**To:** *Board of Directors*

**From:** *Fariborz Heydari, P.E., District Engineer*

**Subject:** *Consider Authorizing the General Manager to Execute an Agreement for On-call Construction Consultation Services for SFPUC Coordination, Point Repair Project – Phase I*

---

### Background

The Maintenance staff requested Engineering to issue a change order to Casey Construction, Inc. for the Point Repair Project Phase I to replace sewer pipelines with sewer defects which staff observed in data collected from CCTVs which shows these pipelines are subject to failures in the near future. One of these sewer pipelines in needs of immediate replacement is the existing 6" ACP which crosses the SFPUC right of way (ROW) at the San Francisquito Creek near Alpine Road.

District staff and F&L staff attended a meeting with SFPUC's Development Committee to discuss replacement of this pipeline, after which SFPUC provided requirements for work within their ROW which includes biological surveys and landscape replacement. This proposed Scope of Work by F&L includes the design, surveys, biological surveys, and landscape design required by SFPUC, and consultation through construction.

### Analysis

The District requested F&L to provide a proposal for On-call Construction Consultation Services to prepare plans per SFPUC requirements, and obtain a permit from SFPUC for Casey Construction, Inc. to perform the work.

### Fiscal Impact

The cost for this On-call Construction Consultation Services will be charged against the Point Repairs CIP budget which has approximately \$3.5M in remaining balance. The proposed On-call Construction Consultation Services is \$31,400. Staff requests an additional 15% in contingency, for a total not to exceed \$36,000.

## Recommendation

The District Engineer recommends the Board of Directors Authorize the General Manager to execute an agreement for On-call Construction Consultation Services from Freyer & Laureta, Inc.

Attachment: On-call Construction Consultation Services Proposal Dated 6/20/24  
Agreement For Professional Services



June 20, 2024

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

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

Dear Mr. Heydari,

As previously discussed, attached is our proposal for additional on-call construction administration services for the Point Repair – Phase I Project, specifically coordination for pipeline replacement across SFPUC Right of Way (ROW). We are pleased to present the following Scope of Professional Services and Fee Schedule.

## **Description of Services**

Construction consultation services will be provided to the District to address SFPUC requirements for pipeline replacement across their ROW near Alpine Road and Stowe Lane. F&L facilitated a meeting with SFPUC and requirements project requirements were provided as a result of that meeting. Biological surveys and landscape replacement drawings are required by SFPUC. We propose to include SWCA for biological surveys and Callander Associates for landscape drawings. Our Scope of Services will include the following:

### **Task 1. Project Management and Coordination**

Our project management and coordination services will consist of the following:

- Provide part time project management, coordinating construction work with the contractor and SFPUC.
- Attend two (2) project meetings either via zoom or in person at the District office.
- Provide QA/QC.
- Monthly progress and cost summary report, invoices

#### **Headquarters**

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

#### **North Bay Office**

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

#### **East Bay Office**

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

#### **South Bay Office**

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



## Task 2. SFPUC Coordination and Project Closeout

Services provided in Task 2 will consist of the following:

- Conduct two (2) site meetings.
- Provide Biological Surveys for bats and nesting birds within the project area.
- Provide Landscape Restoration plans for vegetation removed as part of this project.
- Potholing is required by the Contractor. F&L will survey the SFPUC pipeline once exposed to include that information on project drawings.
- Prepare drawings addressing SFPUC requirements.
- Prepare Record Drawings at the end of the project.

### Proposed Fee

All work will be on a time and materials (T&M) basis, not to exceed the following limits without District authorization. Please see the attached Estimated Budget for Engineering Services.

<b>On-Call Construction Administration Services</b>	<b>\$31,400</b>
---	-----------------

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

Very truly yours,

**FREYER & LAURETA, INC.**

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

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

TASKS	ESTIMATED LABOR (Hours)						TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION			ESTIMATED COST			
	Personnel & Rates (\$/hr)								UNIT	QNTY	UNIT	5%	TOTAL COST	SUB TOTALS (\$)
	F&L Administrative	2-Man Survey Crew	Staff Engineer II	F&L Staff Engineer IV	F&L Assoc. Principal	F&L Principal								
	105	375	158	179	247	263								
<b>Task I: Project Management and Coordination</b>														
Project Management					8	2	\$2,502					\$2,502		
Meetings					2	2	\$1,020					\$1,020		
QA/QC						2	\$526					\$526		
Monthly progress and cost summary report, invoices	2					2	\$736					\$736		
Subtotal Labor Hours - Task I	2				10	8	<b>\$4,784</b>	Estimated Cost - Task I				<b>\$4,800</b>		
<b>Task II: SFPUC Coordination and Project Closeout</b>														
Conduct two (2) meetings/site visits				4	4		\$1,704					\$1,704		
Biological Surveys				4	2		\$1,210	SWCA Surveys	1	\$6,739	\$337	\$8,286		
Landscape Consultation				4	2		\$1,210	Callander Associates	1	\$6,263	\$313	\$7,786		
Topographic Surveys		8	2	2	2		\$4,168					\$4,168		
Drawing Revisions/SFPUC Coordination				10	4		\$2,778					\$2,778		
Prepare Record Drawings				8	2		\$1,926					\$1,926		
Subtotal Labor Hours - Task II		8	2	32	16		<b>\$12,996</b>	Estimated Cost - Task II				<b>\$26,600</b>		
<b>Total Labor Hours</b>	<b>2</b>	<b>8</b>	<b>2</b>	<b>32</b>	<b>26</b>	<b>8</b>	<b>\$17,780</b>					<b>\$31,400</b>		

**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 26<sup>th</sup> day of June, 2024, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer & Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires to procure certain professional services as more particularly described in “ON-CALL CONSTRUCTION CONSULTATION SERVICES FREYER & LAURETA” (“Scope of Work”) attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as “Proposal”); and

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

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

I. DESCRIPTION OF PROJECT

Consultant will provide On-call Construction Consultation Services for SFPUC Coordination, Point Repair Project – Phase I as needed.

II. SCOPE OF SERVICES

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

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

II. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either June 30, 2025 or the timely completion of the Scope of Work described in the Proposal, whichever is later.

Consultant shall begin work as specified in a written authorization (e.g. Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after

this Agreement has been approved and authorized by the District.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date of June 30, 2025 in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

### III. COMPENSATION

For actual services performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$31,400 as specified in the Proposal, shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the Proposal.

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

### IV. RESPONSIBILITY OF CONSULTANT

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

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

### V. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys' fees and costs ("Losses") caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant's officers,

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

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

## VI. INSURANCE

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

### Certificate Requirements:

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

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

### Required Coverage:

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

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

above.

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

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

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

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

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

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

I. Any excess/liability policies must provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must follow form the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured,

and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

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

## VII. TERMINATION

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

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

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

## VIII. SUBCONTRACTS

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

## IX. OTHER TERMS



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

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

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

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

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

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

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

11. Registration with DIR. Consultant acknowledges that it and/ any sub consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of

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

12. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
13. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, existing or future, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. . Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on the District's sole discretion.
14. Intellectual Property and Indemnity. Consultant represents to District that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless District, its directors, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees

and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the District's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

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

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

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

**To District:**

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

**To CONSULTANT:**

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

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

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

26. ACKNOWLEDGMENT

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

[SIGNATURES ON FOLLOWING PAGE]

WEST BAY SANITARY DISTRICT

FREYER & LAURETA, INC.

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

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

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

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

APPROVED AS TO FORM

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

**EXHIBIT**  
**“A”**  
**SCOPE**  
**OF**  
**WORK**





THIS PAGE LEFT INTENTIONALLY BLANK



## WEST BAY SANITARY DISTRICT AGENDA ITEM 9

**To:** *Board of Directors*

**From:** *Fariborz Heydari, P.E., District Engineer*

**Subject:** *Consider Authorizing the General Manager to Enter Into an Amended Agreement for Construction Support Services for the Bayfront Park Sanitary Sewer Project in Menlo Park, San Mateo County*

---

### Background

The design was completed in 2022 and on October 26, 2022 the Board awarded the construction contract to Ranger Pipelines, Inc.

The project was delayed due to obtaining encroachment permits from Caltrans and required additional drawings for the restoration of the existing traffic loops at the intersection of Marsh Road and Haven Avenue and responding to multiple RFIs for conflict between Caltran's signal pole and the District's existing 36" sewer main at the entrance.

On December 13, 2023, the Board approved amendment to the agreement with F&L for \$35,352 for engineering and construction support services for the Bayfront Park Sanitary Sewer Improvements Project.

When Ranger Pipelines, Inc. started construction in March 2024, we encountered additional unforeseen conflicts in Bayfront requiring redesign. There were also unforeseen conditions with the dewatering and limiting groundwater allowed to be discharged to the Menlo Park/SVCW Pump Stations, additional coordination with Caltrans, City of Menlo Park, and SVCW which F&L had not anticipated in their previously presented budget to the District back in December 2023.

### Analysis

To have F&L's construction support from May through December 2024, F&L has provided staff with a proposal in the amount of \$58,025.

### Fiscal Impact

The funding for this agreement will come from the Capital Fund for the Bayfront Park Sanitary Sewer Improvements Project which has a balance of approximately \$1 million.

Recommendation

The District Engineer recommends the District Board of Directors authorize the General Manager to enter into an amended agreement with Freyer and Laureta, Inc. to the amount of \$58,025 for the construction support for the Bayfront Park Sanitary Sewer Improvements Project.

Attachment:            Agreement  
                                 Proposal

**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 26<sup>th</sup> day of June, 2024, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer & Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

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

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

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

I. DESCRIPTION OF PROJECT

Consultant will provide engineering construction support services for the Bayfront Park Sanitary Sewer Improvement Project in Menlo Park, San Mateo County.

II. SCOPE OF SERVICES

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

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

II. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either December 31, 2024 or the timely completion of the Scope of Work described in the Proposal, whichever is later.

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

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date of December 31, 2024 in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

### III. COMPENSATION

For actual services performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$58,025 as specified in the Proposal, shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the Proposal.

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

### IV. RESPONSIBILITY OF CONSULTANT

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

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

### V. INDEMNIFICATION

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

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

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

## VI. INSURANCE

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

### Certificate Requirements:

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

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

### Required Coverage:

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

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

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

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

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

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

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

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

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

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



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

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

## VII. TERMINATION

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

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

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

## VIII. SUBCONTRACTS

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

## IX. OTHER TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

**To District:**

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

**To CONSULTANT:**

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

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

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

26. ACKNOWLEDGMENT

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

[SIGNATURES ON FOLLOWING PAGE]

WEST BAY SANITARY DISTRICT

FREYER & LAURETA, INC.

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

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

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

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

APPROVED AS TO FORM

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



**EXHIBIT**  
**“A”**  
**SCOPE**  
**OF**  
**WORK**

June 20, 2024

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

**Re: ON-CALL CONSTRUCTION CONSULTATION SERVICES  
BAYFRONT SANITARY SEWER REPLACEMENT PROJECT**

Dear Mr. Heydari,

As previously discussed, attached is our request for additional on-call construction administration services for the Bayfront Sanitary Sewer Replacement Project. We are pleased to present the following Scope of Professional Services and Fee Schedule.

**Description of Services**

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

**Task 1. Project Management and Coordination**

Our project management and coordination services will consist of the following:

- Provide part time project management, coordinating construction work with the contractor.
- Attend four (4) project meetings either via zoom or in person at the District office.
- Provide QA/QC.
- Monthly progress and cost summary report, invoices

**Task 2. Construction Consultation**

Our construction consultation services will consist of the following:

- Continue to provide interpretation of contract documents to address contractor Requests for Information, assist in the preparation of change orders, review extra work requests, and review shop drawings and other contractor submittals.

**Headquarters**

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

**North Bay Office**

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

**East Bay Office**

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

**South Bay Office**

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



- Provide consultation and prepare design drawings as needed to address and resolve unforeseen pipeline conflicts during construction, including pipeline realignment and revised manhole configurations. The conflicting utilities were not noted on any Record Drawings and not acknowledged by Caltrans until uncovered in the field.
- Coordinate construction with the City of Menlo Park, Caltrans, and SVCW.
- Prepare Record Drawings at the end of the project.

## Proposed Fee

All work will be on a time and materials (T&M) basis, not to exceed the following limits without District authorization. Please see attached Estimated Budget for Engineering Services, attached.

**On-Call Construction Administration Services**

**\$58,025**

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

Very truly yours,

**FREYER & LAURETA, INC.**

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

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

**ESTIMATED BUDGET FOR ENGINEERING SERVICES  
BAYFRONT SS REPLACEMENT PROJECT  
West Bay Sanitary District**

TASKS	ESTIMATED LABOR (Hours)					TOTAL LABOR COST (\$)
	Personnel & Rates (\$/hr)					
	F&L Administrative	Staff Engineer II	F&L Staff Engineer IV	F&L Assoc. Principal	F&L Principal	
	105	158	179	247	263	
<b>Task I: Project Management and Coordination</b>						
Project Management				24	24	\$12,240
Meetings				4	4	\$2,040
QA/QC					8	\$2,104
Monthly progress and cost summary report, invoices	4				4	\$1,472
Subtotal Labor Hours - Task I	4			28	40	<b>\$17,856</b>
<b>Task II: Construction Consultation</b>						
Continued Submittal and RFI Review		40	24	4		\$11,604
Design Services during Construction due to Unforeseen Conflicts			80	8	4	\$17,348
SVCW Coordination				4	2	\$1,514
Caltrans/City of Menlo Park Coordination		40	4	4		\$8,024
Prepare Record Drawings			8	1		\$1,679
Subtotal Labor Hours - Task II		80	116	21	6	<b>\$40,169</b>
<b>Total Labor Hours</b>	<b>4</b>	<b>80</b>	<b>116</b>	<b>49</b>	<b>46</b>	<b>\$58,025</b>



## WEST BAY SANITARY DISTRICT AGENDA ITEM 10

**To:** *Board of Directors*

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

**Subject:** *Establish July 10, 2024, as the Date of a Public Hearing to Consider Amending the Code of General Regulations for Board Member Compensation*

---

### Background

Per Government Code the compensation that may be paid to a Board of Director for each day's attendance at meetings may be increased annually by five percent. Since the last increase was in February 2023, the Board of Directors could elect to increase its compensation by 5% in 2024. This means the Board of Directors may increase their compensation from \$260.00 per meeting to \$273.00 per meeting.

### Analysis

An increase to the Board of Director fees would have de minimis impacts to the budget and could enhance the Board's efforts to find successor Board members.

Should the Board of Directors decide to approve the increase, a Public Hearing will be scheduled for July 10, 2024, at which time the Board may adopt the new rate.

### Fiscal Impact

Generally, in 2023 the Board of Directors attended two meetings per month collecting approximately \$520.00 each per month in fees. The 5 % increase in 2024 would allow the Board of Directors to collect \$273.00 per meeting or \$546.00 per month on average.

### Recommendation

The General Manager recommends the Board of Directors establish July 10, 2024, as the date of the public hearing to consider amending the Code of General Regulations for Board Member Compensation.

---

THIS PAGE LEFT INTENTIONALLY BLANK



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 11**

**To: Board of Directors**

**From: Sergio Ramirez, General Manager**

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

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 the opportunity to provide direction to staff and legal counsel.

**Recycled Water Facility Production Data:**

<b>2024</b>	<b>Processed</b>	<b>Delivered</b>
January	5.8MG	175K gallons
February	5.6MG	464K
March	6.5MG	1.5MG
April	8.1MG	4.4MG
May	10.6MG	9.3MG

<b>2023</b>	<b>Processed</b>	<b>Delivered</b>
January	5MG	0 gallons
February	3.3MG	0 gallons
March	3.5MG	0 gallons
April	4.9MG	32k gals. Dust Control
May	5.1MG	432k gals. Dust Control
June	4.8MG	456k gals. Dust Control
July	6.2MG	1.05MG Dust Control
August	8.1MG	2.7MG (+ 1.5 MG Dust Control)
September	8.4MG	4MG (+ 1.04 MG Dust Control)
October	9.6MG	7.4MG
November	7.7MG	3.7MG
December	7.4MG	970K

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

<b>2021</b>	<b>Total Processed</b>	<b>Total Delivered</b>
Yearly Total	88.2MG	56.26MG (*) (**)
<b>2020</b>	<b>Total Processed</b>	<b>Total Delivered</b>
August-Dec.	34.1MG	19.75MG

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

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

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





**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 12**

**To:            *Board of Directors***

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

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

---

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

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

THIS PAGE LEFT INTENTIONALLY BLANK



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 13**

**To: Board of Directors**

**From: Sergio Ramirez, General Manager**

**Subject: Report, Discussion, and Direction on South Bayside Waste Management Authority (SBWMA) including the Solid Waste Franchise Re-Assignment**

---

The District's representative to South Bayside Waste Management Authority (SBWMA), President Fran Dehn, will report on any pertinent items regarding SBWMA business. General Manager Ramirez will report and seek direction on the solid waste franchise re-assignment.

THIS PAGE LEFT INTENTIONALLY BLANK



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 14**

**To:***Board of Directors*

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

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

---

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

---

**Report to the District Board for the Regular Meeting of June 26, 2024**

THIS PAGE LEFT INTENTIONALLY BLANK