

1902 - Serving Our Community for over 115 Years - 2020

WEST BAY SANITARY DISTRICT
AGENDA OF BUSINESS
REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, JUNE 24, 2020 AT 7:00 P.M.
RONALD W. SHEPHERD ADMINISTRATION BUILDING,
500 LAUREL STREET, MENLO PARK, CALIFORNIA 94025

Board Members

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

District Manager

Phil Scott

District Legal Counsel

Anthony Condotti, Esq.

AGENDA OF BUSINESS

NOTICE OF PUBLIC PARTICIPATION BY TELECONFERENCE ONLY

Pursuant to Governor Newsom's Executive Order N-29-20, members of the West Bay Sanitary District Board of Directors and Staff may participate in this meeting via a teleconference. In the interest of reducing the spread of COVID- 19, members of the public are allowed to participate telephonically only, and may submit comments in advance by email addressed to treese@westbaysanitary.org by 4:00 p.m. on Wednesday, June 24th.

To participate by telephone or Zoom meeting, public comments can be made by joining Zoom meeting at: <https://zoom.us/j/91448456579?pwd=Q21lQzR4N3NOc2hidkICVExKa3Y3dz09>
Meeting ID: 914 4845 6579 Password: 099919

Or by phone, call: 1-669-900-6833 Meeting ID: 914 4845 6579 Password: 099919

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

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

1. Call to Order and Roll Call
2. Communications from the Public
3. Consider Resolution to Call for Elections – County of San Mateo and Authorize District Manager to Execute Service Agreement for Provision of Election Services with San Mateo County Chief Elections Officer Pg. 3-1
4. Consideration To Approve A Letter Of Intent To Be Sent To The Applicable Commercial Facilities For The HACH Maintenance/Service Contract Pg. 4-1
5. Consider Authorizing District Manager to enter into Consultant Agreement for the "Flow Equalization And Resource Recovery Facility Levee Improvements Construction Documents Preparation West Bay Sanitary District" with Freyer & Laureta, Inc. Pg. 5-1
6. District Manager's Report Pg. 6-1

7. 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 10, 2020 Pg. 7A-1
 - B. Approval of the Withdrawal Order Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters for June 24, 2020 Pg. 7B-1
 - C. Bank of the West Monthly Investment Portfolio Statements Pg. 7C-1
8. Consider Adoption Of Resolution Approving Amendment No.7 To The Maintenance Services Agreement Between West Bay Sanitary District And The Town Of Woodside For Sanitary Sewer Maintenance Services for The Town of Woodside And Authorize The District Manager To Execute the Amended Agreement On Behalf Of The District Pg. 8-1
9. Consider Adoption Resolution to Approve Amendment No. 7 to the Agreement for Root Foaming Services with Duke's Root Control Inc., and Authorize the District Manager to Execute Said Amendment Pg. 9-1
10. June 24th Update Report on District Response to Corona Virus Pg. 10-1
11. Discussion and Direction on Recycled Water Projects - Sharon Heights & Bayfront, Including Project Status Pg. 11-1
12. Report & Discussion on South Bayside Waste Management Authority (SBWMA) Pg. 12-1
13. Report & Discussion on Silicon Valley Clean Water (SVCW), Discussion on SVCW CIP Program and Financing Pg. 13-1
14. Closed Session:
 - A. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Cal. Govt. Code §54957.6) Agency designated representatives: Board President/Legal Counsel
Unrepresented Employee: District Manager
 - B. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Cal. Govt. Code §54957.6) Agency designated representatives: Board President/Legal Counsel
Unrepresented Employee: Finance Manager
 - C. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Chan, Moreno, Vestnys, Pebbles v. WBSD – San Mateo County Court Case No. 19CIV07567

- D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Cal. Govt. Code §54956.9(d))
Name of Case: *1740 Oak Avenue, LP v. West Bay Sanitary District, et al.* – SM CSC
Case No. 18CIV02183

- E. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Cal. Govt. Code § 54956.9(c):
Initiation of Litigation: 1 potential case

- 15. Consider Adoption of Resolution Establishing Rates of Pay and Related Compensation Provisions and Correct Previous Pay Schedule Pg. 15-1

- 16. Consider to Approve Resolution to Hire Retiring District Manager as Transition Coach Pg. 16-1

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

- 18. Adjournment

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

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WEST BAY SANITARY DISTRICT AGENDA ITEM 3

To: Board of Directors

From: Phil Scott, District Manager

Subject: Consider Resolution to Call for Elections – County of San Mateo and Authorize District Manager to Execute Service Agreement for Provision of Election Services with San Mateo County Chief Elections Officer

Background

In 2020 there are 3 Board seats up for 4-year terms: Fran Dehn, David Walker and George Otte. All candidates must file forms with the County Elections office. The candidate-filing period opens on Monday, July 13 and closes on Friday, August 7.

County of San Mateo (ROV) requires a resolution calling for elections by each governing body and a District information sheet to be completed and returned to the County Elections office by July 1, 2020.

Analysis

The Board approved at its June 13, 2018 meeting that candidate statements will be limited to 200 words, the District cost of the candidate statements shall be borne by the District and in the event of a tie vote the winner will be selected by lot as stated in the attached resolution.

Fiscal Impact

The County Elections office is preparing the cost of the candidate statements (which are covered by the District) and are yet to be determined for the November election.

Below is the costs for a 3 candidate election. San Mateo County has provided this disclaimer regarding election costs: *“Elections costs are difficult to estimate since no two elections are alike with costs and the number of registered voters varying considerably from election to election. Cost estimates can also vary based on the number of jurisdictions participating in an election. We are providing a high and low range for your convenience”.*

Election	Jurisdiction	On the Ballot	Total Cost Low	\$/Registered Voters Low	Total Cost High	\$/Registered Voters High
Nov-20	West Bay Sanitary District	Board of Directors	\$101,400	\$3.07	\$122,000	\$3.69

Recommendation

The District Manager recommends the Board accept the resolution to call for elections in San Mateo County including selecting the District's preferred options put forth in the resolution and authorize the District Manager to execute Service Agreement for Provision of Election Services with San Mateo County Chief Elections Officer.

RESOLUTION NO. _____ (2020)

A RESOLUTION OF THE WEST BAY SANITARY DISTRICT CALLING FOR AN ELECTION TO BE HELD ON NOVEMBER 3, 2020 FOR THE ELECTION OF THREE (3) MEMBERS OF THE GOVERNING BOARD

The Governing Board of the WEST BAY SANITARY DISTRICT hereby resolves as follows:

WHEREAS, an election is hereby called to be held in and for the WEST BAY SANITARY DISTRICT on November 3, 2020 to elect three (3) members of the Governing Board for a full term of four (4) years each.

WHEREAS, pursuant to Elections Code 10002, the Governing Board of the WEST BAY SANITARY DISTRICT hereby requests the Board of Supervisors of the County of San Mateo to make available the services of the San Mateo County Chief Elections Officer & Assessor – County Clerk – Recorder (the “Chief Elections Officer”) as the County Elections Official for the purpose of rendering services in the conduct of the election to be held on November 3, 2020.

WHEREAS, the election to be held on November 3, 2020 will be conducted at-large.

Each governing board member shall reside in the jurisdiction and shall be elected by the registered voters of the entire jurisdiction.

WHEREAS, pursuant to Elections Code 10509, not less than 125 days prior to the date of the election, the jurisdiction secretary shall deliver a notice to the Chief Elections Officer. The notice shall bear the secretary's signature and the district seal and shall also contain both of the following:

(a) The elective offices of the jurisdiction to be filled at the next general district election, specifying which offices, if any, are for the balance of an unexpired term.

(b) Whether the jurisdiction or the candidate is to pay for the publication of a candidate statement.

WHEREAS, pursuant to Elections Code 10522, not less than 125 days prior to the date of the election, the WEST BAY SANITARY DISTRICT shall deliver to the Chief Elections Officer a map showing the boundaries of the jurisdiction and the boundaries of the divisions of the jurisdiction, if any, within the County and a statement indicating in which divisions a member of the Governing Board is to be elected and whether any elective officer is to be elected at large at the next general district election.

WHEREAS, the General Manager of the WEST BAY SANITARY DISTRICT hereby is authorized and directed to enter an Elections Service Agreement with the Chief Elections Officer regarding the election to be held on November 3, 2020 to outline the detailed services to be provided by both the WEST BAY SANITARY DISTRICT and the Chief Elections Officer.

WHEREAS, the Chief Elections Officer shall send an itemized invoice to the WEST BAY SANITARY DISTRICT for all services provided pursuant to the Elections Service Agreement after the election is conducted and all related costs are determined. The WEST BAY SANITARY DISTRICT agrees to submit payment on the full amount of the invoice to the County of San Mateo within forty-five (45) days of the date of the invoice.

BE IT FURTHER RESOLVED that pursuant to Elections Code 13307, each candidate for the Governing Board to be voted in the election to be held on November 3, 2020 may prepare a candidate statement on the appropriate form provided by the Chief Elections Officer. Such statement shall be limited to 200 words. The prorated costs of printing, mailing and translating the statements shall be paid by WEST BAY SANITARY DISTRICT.

I hereby certify the foregoing Resolution was duly and regularly passed and adopted by the Governing Board of the WEST BAY SANITARY DISTRICT at a regular meeting thereof held on this 24th day of June, 2020, by the following votes:

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

**SERVICE AGREEMENT FOR THE PROVISION OF ELECTION SERVICES
BETWEEN THE WEST BAY SANITARY DISTRICT AND
SAN MATEO COUNTY CHIEF ELECTIONS OFFICER & ASSESSOR - COUNTY CLERK - RECORDER**

This Service Agreement for the Provision of Election Services (“Agreement”), entered into this _____ day of _____, _____, by and between the West Bay Sanitary District (the “District”) and San Mateo County Chief Elections Officer & Assessor – County Clerk – Recorder (the “Chief Elections Officer”);

WHEREAS, it is necessary and desirable that the Chief Elections Officer be retained for the purpose of conducting an election, described in more detail below, relating to the District; and

WHEREAS, the Chief Elections Officer has been asked by the District to conduct an election on November 3, 2020 (the “Election”).

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

SERVICES TO BE PERFORMED BY THE DISTRICT:

- 1) Within the time frame set by statute, the District will request the Board of Supervisors, through the Chief Elections Officer, to conduct an election relating to the District on November 3, 2020 and will request the services of the Chief Elections Officer in relation to the Election.
- 2) The District will prepare and deliver to the Chief Elections Officer the ballot pamphlet information containing, as applicable, the ballot measure and tax rate statement by 88 days prior to the Election and/or the offices to be voted on by 125 days prior to the Election.
- 3) The District, if applicable, will review and sign off on the official ballot wording for measures.
- 4) The District will complete any other non-delegable tasks required by law in relation to the Election.
- 5) The District shall maintain records/maps regarding the boundaries of the District and will notify the Chief Elections Officer of any changes/additions to those boundaries by 125 days prior to the Election.

SERVICES TO BE PERFORMED BY CHIEF ELECTIONS OFFICER:

- 1) The Chief Elections Officer will publish the Notice of Election and, if applicable, the Notice to File Arguments For or Against any measure.
- 2) The Chief Elections Officer will select the sample and official ballot printer(s) and translators.
- 3) The Chief Elections Officer will prepare and deliver all election information to the printers and translators.
- 4) The Chief Elections Officer will determine the appropriate translation and transliteration of all pertinent documents.
- 5) The Chief Elections Officer will issue, receive, and process vote by mail ballots.
- 6) The Chief Elections Officer will set up ADA compliant Vote Centers, publish any required notices, and conduct the Election.
- 7) The Chief Elections Officer will provide services for any official recount or election contest, if applicable.
- 8) The Chief Elections Officer will conduct all aspects of the Canvass of Votes Cast. Pursuant to Section 10262 of the Elections Code, the Chief Elections Officer will submit a Certificate of Chief Elections Officer to the District’s governing body certifying the results of the Election.

- 9) The Chief Elections Officer will conduct other various and miscellaneous election-related activities directly required to conduct the Election itself. To the extent that the District has obligations under law to perform various duties that relate to the Election beyond those directly involved with conducting the Election, those duties remain the responsibility of the District. If the District wishes to have any such duties performed by the Chief Elections Officer, the parties must mutually agree in advance in writing to have the Chief Elections Officer perform such duties. By way of example only, if the District is required to send certain notices or adopt resolutions relating to the Election, those duties remain duties of the District.

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the Election to be held on November 3, 2020, including before and after said Election date.

In the event the Chief Elections Officer is unable to perform services required under this Agreement as a result of employer/employee relation conditions, vendor conditions, the unavailability of Federal, State, or County funds, COVID-19-related limitations, and/or other conditions beyond the control of the Chief Elections Officer, the Chief Elections Officer will be relieved of all obligations under this Agreement. The Chief Elections Officer may terminate this Agreement after giving 72 hours written notice, at which time the Chief Elections Officer will be relieved of all obligations under this Agreement.

This Agreement can be terminated by the District upon 30 days written notice.

COST FOR SERVICES:

In consideration of the performance of services and supplies provided by the Chief Elections Officer, including 1) any and all costs incurred during a recount or election contest that are not reimbursed by the voter requesting the recount or filing the contest as specified in the Elections Code and 2) any other costs associated with the Election, such as return postage costs and costs for ensuring voter accessibility, the District shall pay to the Chief Elections Officer a sum equal to the full cost of the Election, including all such services, supplies, and other costs.

The Chief Elections Officer shall send an itemized invoice to the District for all services provided pursuant to this Agreement after the Election is conducted and all related costs are determined. Payment on the full amount of the invoice shall be due and the District shall submit payment to the County of San Mateo within forty-five (45) days of the date of the invoice (the "Due Date"). If the amount is not paid in full within this time, interest shall accrue monthly at a rate of 0.25% per month (equivalent to 3% annually) on the unpaid balance starting at the Due Date. Thereafter, invoices will be sent and shall be payable within thirty (30) days of the date of the invoice, with interest being added each month for any unpaid balance.

DISTRICT

Signature: _____ Date: _____

Print Name: _____

Title: _____

COUNTY

Signature: _____ Date: _____

Print Name: _____

Title: _____

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WEST BAY SANITARY DISTRICT AGENDA ITEM 4

To: *Board of Directors*

From: *Phil Scott, District Manager*
Jed Beyer, Water Quality Manager

Subject: *Consideration To Approve A Letter Of Intent To Be Sent To The Applicable Commercial Facilities For The HACH Maintenance/Service Contract*

Background

West Bay Sanitary District currently manages and maintains fifty (50) HACH Flo-DAR units, twenty-three (23) West Bay Sanitary units and twenty-seven (27) Commercial units. The West Bay units are used to measure flows and gather data at specific basin points for the hydraulic model as well as site specific flow studies. The commercial units are used to measure flows from food service establishments, such as large cafeterias, to accurately bill for those flows accordingly. West Bay first purchased the first batch of units in 2013 with the replacement program starting this year, 2020, two (2) units per year.

There are new developments in the scope of work for the Water Quality Department, such as ongoing facility pretreatment monitoring, SLAC electrical conductivity/TDS sampling and monitoring, proposed updates to the State Water Board General Waste Discharge Requirements (WDR) which will require extensive flow monitoring for exfiltration, and additional sampling and monitoring requirements for the Sharon Heights Recycled Water Plant. These additional duties and requirements are currently taxing on staff and will certainly continue to tax our Water Quality Department's ability to meet these requirements.

Analysis

As mentioned above, West Bay staff currently maintains all commercial units. The commercial establishment installs the units with assistance from the HACH rep and their contractor. West Bay then takes over for all maintenance and bills for parts and labor on the following years tax roll. A recent challenge has been the need to upgrade the units from 3G to 4G cellular network. Staff must remove the unit, place a spare in place to limit down time, and send the unit back to the factory for the upgrade. Upon return of the unit to West Bay, staff revisits the site and removes the spare unit, replacing it with the original. The entire process requires approximately three (3) weeks, a minimum of two (2) site visits totaling four to six (4-6) hours each time, and a permit required manhole entry for calibration purposes. The flat fee for the upgrade is between \$1000 and \$1200 depending on when the unit was purchased, including District staff time.

The recent developments in the scope of work for the Water Quality Department account for a majority of the source control inspectors time, and the time to maintain the commercial units is increasing, even more so with the expansion of the Facebook, Life Sciences, and Downtown areas.

West Bay has noticed that the useful service life of the units is approximately five to seven (5-7) years before replacement is needed. Around year three (3) however, we are noticing a trend where certain sensors are in need of replacement. The units have four (4) sensors, and the flat bench rate for repair is \$1500. West Bay has had multiple units that have had two to three (2-3) sensors replaced before the end of service life expectancy. An example is our Main Flow Meter – before the Menlo Park Pump Station. Between years three (3) and four (4), the sensor was sent back to HACH three (3) times for service, at \$1500 each time, plus staff time. The total for repairs on that unit (not under a service plan) was approximately \$6000, which is almost the yearly cost per meter for a service plan. A majority of the units in the commercial area are now approaching year three (3).

Description of Services:

Hach proposes to install for West Bay a collection system flow metering network utilizing Hach's open channel flow meters equipped with wireless data transmission. Data shall be delivered via a web server application. This enables HACH and West Bay to share data across a network (or the Internet) to operating workstations with common internet browser software.

Data is presented to West Bay using Hach's FSDATA web application. FSDATA allows West Bay to analyze data and generate reports directly within the application. Additionally, FSDATA allows export data to be utilized in other software packages. All access to data in FSDATA is controlled by password permissions.

95% Up-time Guarantee:

All Hach Data Delivery Services projects include a ninety five percent (95%) up-time guarantee (subject to Hach's limited warranty). This guarantee ensures that the Hach instruments deployed for each individual site within the scope of the project will function properly for at least ninety five percent (95%) of the time in a given month. In the event that a given meter does not meet that minimum level of up time, your data from that site for that month is free.

Installation and Maintenance Services:

Hach agrees to install and maintain the Flowmeter Equipment in and around West Bay's designated sewer manholes and effluent discharge areas (each a "Monitoring Site") for the fees and expenses set forth on the Service Order Form. All repairs and maintenance, including battery replacement, to the Hach flow meters shall be the responsibility of Hach. Any costs associated with repairs and/or maintenance shall be paid by Hach and will not be incurred by West Bay or the commercial facility.

The benefits of having a service agreement with HACH can be summarized as follows:

- *Delivery of all factory calibrated flow instruments and communications equipment*
- *Hach-certified installation services and system start-up*
- *Quarterly In-situ calibration of Hach flow instruments*
- *As-built documentation of installations and observed site conditions*
- *Customer training on FSDATA software, including report generation, and Technical Support by phone*
- *Secure 24/7 access to customer data on Hach's FSDATA software*
- *Ongoing monitoring of Hach instrument to guarantee 95% uptime*
- *Planned and unplanned instrument maintenance*
- *Instrument removal upon contract completion*
- *Accurate flow data for billing purposes*
- *Negates the need for additional staff*
- *Service agreement covers all parts and maintenance*
- *Allows new units to be added to the system as a monthly charge vs purchasing a full unit (\$20K)*
- *Predictable costs for the commercial facility over the length of the contract*

To qualify for the buy-back provision, the proposed maintenance program requires the Commercial customer to sign over the units to the District as the program can only apply to owners of the units. If a commercial customer chooses to decline enrollment in the program they will be required to maintain the units at the 95% up time standard or be charged for **all** flows at the higher restaurant sewer service charge.

Fiscal Impact

The cost per month, per meter is \$561 plus an Administrative charge of \$34 for a total of \$595 per month as shown in the approved Master Fee Schedule. The annual cost for the program is \$162,900. This cost is reimbursed to the District via the tax roll. Expected cost within the current maintenance program over the average life of 6 years for a unit is approximately \$10k/year versus \$7,140/year for the proposed maintenance program.

Below is a table with the pricing structure:

Qty	Service P/N	Instrument/	Duration	List Price	Buy-Back		Net Price	Unit	Total
27	DDS-SL2-LT	FloDar / FL904	36	\$700	-\$275*		\$425*	Per Meter / Mo.	\$413,100
27	DDS-INST-FM	Installation	N/A	\$400	N/A		\$400	One Time Fee /	\$10,800
300	DDS-REPORTS	Quarterly Basic	36	\$200	N/A		\$200	Per Meter /	\$64,800
27									\$488,700

Recommendation

District Manager recommends the Board direct staff to issue a letter of intent to be sent to the applicable commercial facilities for the District's Flow Monitoring Maintenance/Service program, and consider the item for approval at the July District meeting.

Attachments: Hach Technical Proposal for Data Delivery Services dated June 11, 2020

Draft Letter of Intent to Commercial Customers for Flo-Dar Maintenance/Service Program



TECHNICAL PROPOSAL #: 100566735

HACH COMPANY

DATA DELIVERY SERVICES (DDS)

PROJECT NAME: West Bay Sanitary District

DDS PROPOSAL AND ORDER DESCRIPTIONS

#OF METERS - 27

DURATION - 36 MONTHS

BUY BACK CREDIT - \$275 PER METER

**HACH
DATA
DELIVERY
SERVICES
(DDS)**



WEST BAY SANITARY DISTRICT

June 11, 2020

MEET HACH DATA DELIVERY SERVICES (DDS).

DDS is a highly efficient Flow Monitoring service tailored to deliver the right data, right when you need it, so you can deliver the right results. For a fixed monthly fee, Hach Flow provides all of the equipment, data transmission, and technical support you need to acquire your flow data-delivered in real-time, so you can immediately perform your analysis. And Hach even manages all equipment monitoring and maintenance resources, removing that aggravation from your day.

Stop losing time to the constant struggle of securing reliable flow data. Use DDS instead and devote your efforts to implementing projects that finally solve your wastewater flow challenges.

What Hach Handles:



**All Necessary
Equipment**



**Monitoring &
Maintenance**



**Data Transmission
& Storage**



Proposal

Hach Company-Flow Products & Services
 PO Box 608
 Loveland, CO 80539
 Phone: (800) 368-2723
 Email: HachFlowSales@hach.com
 Website: www.hachflow.com
 Tax Reg/ID:

Quote Number: 100566735v2

Use quote number at time of order to ensure that you receive prices quoted

Quote Date: 11-Jun-2020

Quote Expiration: 10-Aug-2020

WEST BAY SANITARY DISTRICT
 ATTN ACCOUNTS PAYABLE
 500 LAUREL ST
 MENLO PARK, CA 94025-3427

Name: Jed Beyer
 Phone: 650-321-0384
 Email: jbeyer@westbaysanitary.org

Customer Account Number : 832346
 Customer Quote Reference: DDS program for 36 months

Sales Contact: Richard Delgadillo Email: rdelgadi@hach.com Phone: 970-443-8821

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Dollar Discount	% Disc	Net Unit Price	Extended Price
DDS Program								
		Type of Meter: flodar/FL904						
		# of meters: 27						
		Duration: 36 months						
1	DDS-SL2-LT	DDS LONG-TERM Monthly Charge for 36 months project duration	36	11,475.00			11,475.00	413,100.00
		Includes \$275 buy back credit per meter						
2	DDS-INST-FM	DDS ONE TIME FEE PER METER INSTALLATION CHARGE FLOWMETER - One time fee per site	27	400.00			400.00	10,800.00
		Shipping to and from site included in quoted price.						
							Grand Total	\$ 423,900.00
Options								
3	DDS REPORT	DDS REPORT CHARGE - MONTHLY BASIC	36	3,375.00			3,375.00	121,500.00
4	DDS REPORT	DDS REPORT CHARGE - QUARTERLY BASIC	12	5,400.00			5,400.00	64,800.00
							Subtotal	\$ 186,300.00
Removal Option								
5	DDS-REMOVE-FM	Removal charge per meter between months 13-36	1	6,600.00			6,600.00	6,600.00
		Extended total will vary depending on the quantity of meters removed between months 13-36					0.00	0.00

NOTES

DDS PROJECT SUMMARY- DDS PROGRAM

For Equipment Specifications copy and paste the following link:

<https://www.hach.com/flow>

****When ready to move forward with your project, please email a Customer Purchase Order referencing and accepting the proposal to your Hach Flow Divisional Manager, (replace with DSM name and email)**

****Special Note: A Hard copy PO is required for all orders over \$25K.**

PLEASE INCLUDE THE FOLLOWING INFORMATION ON YOUR PO

Proposal #:

Date:

Customer PO Reference #:

Customer On-site Need by Date:

Complete bill to and ship to information.

Price includes \$16,500 buy-back credit for each existing Wireless FL902 with FloDar currently owned by West Bay Sanitation District.

Credit is applied on a meter-for-meter basis at \$275/meter/month deduction from the standard \$700/meter/month rate, over the life of the contract. Hach Company assumes ownership of the existing Wireless FL902 with FloDar flow meters currently owned by West Bay Sanitation District upon execution of the contract documents. Additional meters may be added to this contract at the Net Price listed above during months 1-36.

TERMS AND CONDITIONS: Contract is for 36 months, with the option for renewal for months 37-60 upon consent of both parties or at above pricing plus 5%.

SPECIAL OR ADDITIONAL TERMS AND CONDITIONS:

Each person signing this Service Order Form represents that he/she intends to and has the authority to bind his/her respective party to this Agreement.

DDS PROJECT SUMMARY

Hach Deliverables:

- Delivery of factory calibrated flow instruments and communications equipment as specified
- Hach-certified installation services and system start-up
- In-situ calibration of Hach flow instruments to observed site conditions
- As-built documentation of installations and observed site conditions
- Standard configuration of instruments for 15-minute data collection and 1-hour data transmission intervals
- Customer training on FSDATA software navigation and features, including report generation
- Secure 24/7 access to customer data on Hach's FSDATA software, viewable via standard web browsers (i.e., Internet Explorer)
- Ongoing monitoring of Hach instrument functionality to ensure instrument uptime
- Technical support by phone (800-368-2723) as needed
- Planned and unplanned instrument maintenance
- Instrument removal upon contract completion

Customer Responsibilities:

- Designate a shipping address to receive the meters
- Identify preferred monitoring sites
- Provide access to monitoring sites for Hach's field crews
- Identify one individual as customer administrator, and up to 5 authorized users for access to secure flow data
- Supply computer and internet connectivity to access FSDATA software
- Generate reports utilizing FSDATA software as required by the project

Sales Contact:

Name: Richard Delgadillo
Title: Divisional Sales Manager
Phone: 970-443-8821
Email: rdelgadi@hach.com

TERMS AND CONDITIONS FOR SUBSCRIBER LICENSE AND DATA DELIVERY SERVICES

1. TERMS AND CONDITIONS

These "Terms and Conditions" mean collectively, the terms and conditions contained herein. Any Terms and Conditions originating with Customer are superseded by these Terms and Conditions and shall not be or become part of the contract between HACH COMPANY and Customer unless specifically accepted in a writing signed by a duly authorized officer of HACH COMPANY. HACH COMPANY'S commencement of work shall not be construed as acceptance of an order from Customer containing additional or different terms and conditions. HACH COMPANY shall have no liability to Customer of any nature until Customer signs and delivers to the HACH COMPANY the Service Order Form.

2. LIMITED LICENSE

HACH COMPANY grants to Customer during the term hereof a nonexclusive, non-transferable, non-sublicensable, limited, revocable license to access Customer's Web Page solely through HACH COMPANY'S network, solely for (a) Customer's internal business operations and (b) accessing Customer Data retrieved from Customer's Monitoring Sites by the Flowmeter Equipment. HACH COMPANY grants no rights other than those granted explicitly herein and reserves and retains for itself and/or its licensors all title, copyright and other proprietary rights in the Flowmeter Equipment, Data Delivery Services and Customer's Web Page, including all updates, custom modifications and derivatives, all of which shall become the property of HACH COMPANY.

3. SERVICES

Restrictions and Requirements. Customer is responsible for all activities that occur under its Authorized Customer User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Hach promptly of any such unauthorized use; (iii) adhere to all Customer requirements set forth in the Technical Proposal; and (iv) comply with all applicable local, state, federal, and foreign laws in using the Services and, if using the Services outside of the United States, not use the Data Delivery Services in a manner that would violate any federal or state laws of the United States if conducted therein.

Use Guidelines: Customer shall and shall cause its Administrative and Authorized Customer Users to use the Data Delivery Services solely for its own internal business purposes as contemplated by this Agreement and not that of any third party and shall not: (a) license, sublicense, sell, resell (except as may be expressly permitted by Hach in the Service Order Form, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than as contemplated by this Agreement; (b) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (d) send or store material containing software viruses, worms, Trojan Horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the

integrity or performance of the Data Delivery Services, the data contained therein or the web page of other Hach customers; (f) attempt to gain unauthorized access to the Data Delivery Services, its related systems or networks or the web page or data of other Hach customers; or (g) cause or permit the reverse engineering, disassembly or decompilation of the Flowmeter Equipment, Data Delivery Services or of Customer's Web Page. Customer shall not (h) modify, copy or create derivative works based on the Data Delivery Services or Hach technology; (i) create Internet "links" to or from the Data Delivery Services, or "frame" or "mirror" any content forming part of the Data Delivery Services, other than on Customer's own intranets or otherwise for its own internal business use for the purposes set forth in this Agreement; or (j) disassemble, reverse engineer, or decompile the Data Delivery Services or Hach technology, or access it in order to (l) build a competitive product or service, (ll) build a product or service using similar ideas, features, functions or graphics of the Service, or (lll) copy any ideas, features, functions or graphics of the Service.

4. FEES; PAYMENTS; TAXES

Customer shall pay all Fees specified in US dollars. Except as provided below, Fees are non-refundable. HACH COMPANY shall invoice Customer monthly in ARREARS and Customer shall pay HACH COMPANY fees for the Services in the amount and on the following terms, free and clear of, and without any reduction for, any and all taxes (the "Fees"). Fees are due thirty (30) days from the invoice date. Delinquent payments shall bear interest at the rate of one and one half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Payments may be applied first against interest and collection costs and then Fees. Customer agrees to pay all late charges imposed and all reasonable expenses (including attorneys' fees) incurred by HACH COMPANY in collecting unpaid or delinquent amounts. If Customer's account is thirty (30) or more days overdue, in addition to any of its other rights and remedies, HACH COMPANY may suspend Customer's access to the Data Delivery Services without liability to Customer.

5. ACCEPTABLE USE

HACH COMPANY may, in its sole discretion, restrict, suspend, refuse access and/or terminate the access should HACH COMPANY learn of any violation. Customer shall conform to and comply with all applicable laws, rules, regulations, orders and other governmental requirements, now or hereafter in force, related to the Services.

6. TERM AND TERMINATION

This Agreement is effective on the date set forth in the Proposal, and shall continue for the term set forth therein. After the initial term, this Agreement shall continue on a month to month basis at HACH COMPANY'S then current applicable rates unless terminated by either party upon thirty (30) days written notice to the other party given prior to the expiration of the applicable term. Either party may terminate this Agreement in the event the Data Delivery Services are not accessible by Customer at least ninety-five (95%) percent of the time during three (3) consecutive months of any term.



Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for thirty (30) days following written notice to the breaching party. The foregoing notwithstanding, HACH COMPANY may terminate immediately upon Customer's breach of Section 8 or upon Customer's second breach of any other Section.

Upon any termination of this Agreement, all rights to access the Data Delivery Services and Customer's Web Page terminate. Customer shall provide to HACH COMPANY secure, safe and free access to the Monitoring Site for the purpose of retrieving the Flowmeter Equipment for a period of ninety (90) days from the date of notice of termination. HACH COMPANY shall have no obligation to refund to Customer any Fees and any unpaid Fees shall immediately be due and payable upon termination. The foregoing notwithstanding, should either party terminate due to the unavailability of the Data Delivery Services as provided in this Section 6 above, Customer shall not be obligated to pay Fees for the pertinent months and if already paid, HACH COMPANY agrees to refund to Customer Fees paid during the period of unavailability. The foregoing shall be HACH COMPANY's sole obligation and Customer's exclusive remedy for unavailability of the Data Delivery Services. HACH COMPANY may destroy all backup and stored Customer Data within thirty (30) days of the expiration or termination of this Agreement. Termination of this Agreement for cause shall not limit HACH COMPANY from pursuing other remedies available to it, including equitable relief, nor shall such termination relieve Customer of its payment obligations hereunder.

7. OWNERSHIP OF FLOWMETER EQUIPMENT

Customer acknowledges and agrees that the Flowmeter Equipment and all hardware, software and other equipment of any nature comprising and/or utilized by HACH COMPANY in the delivery of the Services or otherwise supplied to Customer is and remains the sole and exclusive property of HACH COMPANY and its suppliers. The Flowmeter Equipment, Customer's Web Page, Data Delivery Services, including all Intellectual Property Rights therein, created or developed under this Agreement are, will be and remain the sole and exclusive property of HACH COMPANY and/or its licensors or suppliers. For purposes herein, "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible (A) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (B) trademark and trade name rights and similar rights; (C) trade secret rights; (D) all Data Delivery Services data, content, software, text, typefaces, graphics, and any other documents or information of any kind relating to Data Delivery Services and Customer's Web Page including selection and arrangement of materials therein and "look and feel" thereof (but excluding Customer Data); (E) patents, designs, algorithms and other industrial property rights; and (F) all other intellectual and industrial property rights, whether arising by operation of law, contract, license, or otherwise. Neither Customer, its employees, Administrator, Authorized Users nor agents shall assert or claim any

ownership interest in the Services, the Flowmeter Equipment, Data Delivery Services, or Customer's Web Page.

8. NON-DISCLOSURE OF INFORMATION

Customer Data is confidential and proprietary information to Customer. HACH COMPANY acknowledges that it will have access to Customer Data in the course of providing the Services and agrees to hold Customer Data in confidence and not to release or give access to Customer Data to any third party unless such individual or entity has a need for such knowledge to perform Services in the furtherance of this Agreement. HACH COMPANY further agrees not to make use of Customer Data for its own benefit or for the benefit of any third parties, other than for the performance of this Agreement. Notwithstanding the foregoing, HACH COMPANY may retain Customer Data for the purpose of analysis and research and to aggregate it with that of other HACH COMPANY customers for statistical analysis, trends or other industry-related purposes so long as such use does not result in the identification of Customer.

The Flowmeter Equipment and all components thereof, such as the Flo-Dar appliance, antennae, related software and documentation, Data Delivery Services technology and architecture, terms of this Agreement, Service Order Form including pricing, and any information that comes into Customer's possession or knowledge in connection with HACH COMPANY's interests, including without limitation its methods, equipment, financials, or marketing and sales information (collectively "HACH COMPANY Confidential Information") consists of confidential and proprietary information of HACH COMPANY, its affiliates, licensors, or third parties. Customer agrees to hold HACH COMPANY Confidential Information in confidence and agrees not to release such information to any individual whether employee, subcontractor or subcontractor employee, unless such individual has a need for such knowledge for the performance of this Agreement. Customer further agrees not to make use of HACH COMPANY Confidential Information for its own benefit or for the benefit of any third parties other than as specifically required in the performance of this Agreement.

The above limits on disclosure do not include information which the receiving party can prove (A) is or becomes known publicly without its fault; (B) is learned by it from a third party entitled to disclose the information; (C) is already known to it before receipt from the disclosing party; or (D) is independently developed by it.

In the event of any breach of these confidentiality obligations, each party acknowledges that the non-breaching party would be irreparably injured and shall be entitled to seek equitable relief, including injunctive relief and specific performance, in any court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement.

Upon termination of this Agreement, such Confidential Information shall, upon request of the party who disclosed the information, be returned thereto or permanently destroyed.

The terms of this Section shall survive the termination of this Agreement.

9. REPRESENTATIONS AND WARRANTIES

HACH COMPANY warrants that the Services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care and to "Services" section of this Agreement.

HACH COMPANY DOES NOT GUARANTEE THE AVAILABILITY OF THE DATA DELIVERY SERVICES OR THAT ACCESS WILL BE UNINTERRUPTED OR ERROR FREE. HACH MAY INTERRUPT, LIMIT, SUSPEND OR TERMINATE THE DATA DELIVERY SERVICES FROM TIME-TO-TIME FOR MAINTENANCE UPGRADES OR ANY REASONABLE PURPOSE PROVIDED THAT WHEN PRACTICABLE HACH COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO NOTIFY CUSTOMER IN ADVANCE.

CUSTOMER'S EXCLUSIVE REMEDY AND HACH COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE RE-PERFORMANCE OF THE SPECIFIC NON-CONFORMING SERVICE.

HACH COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to HACH COMPANY that: (A) it owns or has the right to permit HACH COMPANY to access its Monitoring Sites and surrounding areas for installation, maintenance and retrieval of the Flowmeter Equipment; (B) it, its Administrator and Authorized Customer Users shall comply with all terms and conditions and policies for use of the Data Delivery Services.

Customer shall and hereby agrees to defend, indemnify and hold HACH COMPANY and its affiliates, suppliers and licensors harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that HACH COMPANY had no right or authority to access the Monitoring Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with applicable laws. Customer's obligations hereunder do not apply to the extent of damages directly caused by the gross negligence of HACH COMPANY.

**10. LIMITATION OF LIABILITY
IN NO EVENT SHALL HACH COMPANY, ITS AFFILIATES,
SUPPLIERS, OR SUBCONTRACTORS BE LIABLE TO**

CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, OR FOR CORRUPT OR UNAVAILABLE CUSTOMER DATA, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY, EVEN IF HACH COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE SERVICE ORDER UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO THE CLAIM GIVING RISE TO THE LIABILITY. CUSTOMER HEREBY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND HACH COMPANY AGAINST ANY THIRD PARTY CLAIM.

THE FOREGOING LIMITATION OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

11. INITIAL DISPUTE RESOLUTION/JURY WAIVER

All disputes shall be referred to the parties' respective representative designated by each party. If such designated representative(s) are unable to resolve the dispute within seven (7) business days, the parties shall submit the dispute to a senior executive from each party for resolution. Thereafter if the dispute remains unresolved for an additional seven (7) day period, the parties may pursue resolution through any lawful means.

12. GENERAL

- (a) As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.
- (b) This Agreement shall be governed by the laws of the State of Colorado without giving effect to principles of conflict of laws and shall benefit and be binding upon the parties hereto and their respective successors and assigns. The parties hereby consent to jurisdiction in the State of Colorado and agree that, subject to HACH COMPANY's right to seek equitable relief in any court of competent jurisdiction, the courts within Colorado shall have exclusive jurisdiction over any issues regarding the enforcement of this Agreement. The United Nations Convention on the International Sale of Goods shall not apply.



- (c) Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, or by United States certified mail, return receipt requested, postage prepaid, to the addresses appearing in the Proposal. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.
- (d) The failure of either party to insist upon a strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. All rights or remedies specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.
- (e) Neither this Agreement nor any license granted hereunder may be assigned by Customer without the prior written consent of HACH COMPANY which may be withheld for any reason and any such assignment is void.
- (f) The captions are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Sections.
- (g) If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions or circumstances shall be valid and shall be enforced to the fullest extent permitted by law.
- (h) HACH COMPANY shall have no liability for delays, failure in performance or damages due to fire, explosion, terrorism, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, inability to secure materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers or any other causes beyond HACH COMPANY's control.
- (i) Customer agrees to comply fully with all relevant export laws and regulations of the United States to assure that neither the Hach Intellectual Property Rights nor any direct product thereof are (a) exported directly or indirectly, in violation thereof; or (b) are intended to be used for any purposes prohibited thereby.
- (j) The definitions wherever located and any other provisions or terms that by their nature should survive, shall survive the expiration or termination of this Agreement.
- (k) Any claim by a Customer arising out of or in connection with this Agreement shall be brought within one (1) year of the date on which the claim first arose. In the event any legal action is taken by either party to enforce the terms of this Agreement, the non-prevailing party shall pay all related court costs and expenses, including without limitation, the prevailing party's reasonable consultants' and attorneys' fees.
- (l) In dealings between HACH COMPANY and Customer, HACH COMPANY shall be entitled to rely upon any assent by a person using its assigned Password and User ID.
- (m) HACH COMPANY shall have the right, upon reasonable notice to Customer and during normal business hours, to periodically conduct an audit of Customer's usage, subject to the confidentiality provisions of this Agreement, in order to verify Customer's compliance with this Agreement.
- (n) HACH COMPANY may disclose that Customer is approved to conduct or is conducting business through the Data Delivery Services and may provide a brief description of Customer's business and appropriate Customer contact information to current and potential customers, other customers, HACH COMPANY suppliers and/or in marketing and advertising material promoting HACH COMPANY, Flo-Dar and/or Data Delivery Services.
- (o) These Terms and Conditions and any written modifications thereto contained in a HACH COMPANY Service Order Form executed by both parties, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, discussions or agreements, oral or written, between Customer and HACH COMPANY. This Agreement may only be amended by an instrument in writing signed by Customer and HACH COMPANY.

June 24, 2020

RE: FLOW METERING INSTALLATION AND MAINTENANCE – Proposed Policy Modifications

Dear Mr./Ms. :

As part of our ongoing commitment to customers, West Bay Sanitary District examined our current methods to maintain commercial customer's FLO-DAR flow meters. Our goal is to identify the most efficient way to serve our customer's needs, maintain existing services, improve the predictability of flow meter maintenance costs, and limit flow meter down-time so that sewer impact fees are accurate.

Currently, under the District's Code of General Regulations section 801, commercial customers who are required to use flow meters must purchase and install their own meters and pay for replacement costs when a meter reaches the end of its useful life. The current cost of a new meter is approximately \$30,000 - \$20,000 for a new FLO-DAR meter and \$10,000 for installation.

District staff monitors and maintains these customer owned FLO-DAR flow meters to ensure they accurately monitor wastewater discharges to the sanitary sewer system. This includes flow meter inspection and calibration on a quarterly basis to ensure continuous accurate operation and correct billing for sewer services. It also includes maintenance and repair of customer-owned flow meters and District data access for billing accuracy. The cost for these District services and any required flow meter repairs are billed to the customers annually on the Tax-roll based on time and materials expended by District staff. Because the District charges its actual service and maintenance costs, its annual charges also vary from year to year, which makes annual budgeting more difficult for customers and District alike.

The District has obtained a quote from Hach, the vendor that supplies the FLO-DAR flow meters that the District requires. The District believes it is in the best interest of its commercial customers with FLO-DAR flow meters to change the way these meters are owned and maintained. This change in business practice gives our customers two options:

Option 1: Customers could continue to install and own their own flow meters and would negotiate ongoing maintenance and replacement of their flow meters directly with Hach or another well qualified company capable of meeting District maintenance and data specifications. The customer would be responsible to the District for the calibration, data

accuracy, data availability, meter maintenance, and meter replacement costs, rather than paying the District annually for services provided. Under Option 1, the customer would be required to meet District requirements, but could select and pay its own contractor to supply these District specified services. However, if the FLO-DAR is not kept to 95% uptime by the contractor, the District will bill for the entire discharge, not just the kitchen/cafeteria flow discharge, at the higher rate.

Option 2: Customers would transfer ownership of their FLO-DAR flow meters to the District and receive a Hach specified buy back credit of \$275/meter per month for each FLO-DAR meter owned. Instead of an annual fee on the tax-roll, the customer would pay the District a monthly Hach contract maintenance fee of \$575 per meter (which includes the \$275/month meter buy back credit). After the buy-back period is over, the monthly fee goes up to \$700/ FLO-DAR meter per month.

For this monthly service contract fee, Hach would maintain, repair, and replace all FLO-DAR flow meters to the District's requirements for ongoing calibration, data accuracy, and data availability. Customers would no longer own their FLO-DAR flow meters, but Hach would also take on all maintenance, repair, and replacement costs under the monthly service contract fee. Hach guarantees 95% uptime if they service the FLO-DAR meters, which means if the unit is down for 1.5 days/month there would be no monthly charge for that meter.

Under Option 2, commercial customers would pay a predictable monthly charge for each FLO-DAR meter monitoring its facility discharges. Hach, an industry leader, would provide District specified service, repair, and replacement of all FLO-DAR meters. The District would manage the contract with Hach and would be responsible to renegotiate the contract every three years. If District customers choose not to go with option 2, the District will require its customers to maintain its FLO-DAR meters to equivalent Hach service standards.

West Bay Sanitary District understands the desire for business to have uninterrupted sewer service and to pay predictable costs for the delivery of this services. The District believes that Option 2 will provide its commercial customers with a predictable monthly bill and overall cost savings in reduced FLO-DAR maintenance and replacement costs and in ongoing data accuracy to reduce estimated billing when flow meters fail.

District staff plans to recommend its Board of Directors authorize the District to enter into a contract with Hach at its ___month, day_____, 2020 Board Meeting. District FLO-DAR Commercial meter owners have until ___month, day_____, 2020 to contact staff or the board to express support or opposition to the staff proposal. Customers intending to opt out of the proposed Hach contract are encouraged to contact Jed Beyer, Water Quality Manager at 650-321-0384 or at JBeyer@westbaysanitary.org with questions or concerns about the proposed Hach FLO-DAR maintenance agreement.

Very truly yours,

WEST BAY SANITARY DISTRICT

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WEST BAY SANITARY DISTRICT AGENDA ITEM 5

To: Board of Directors

From: Phil Scott, District Manager

Subject: Consider Authorizing District Manager to enter into Consultant Agreement for the “Flow Equalization And Resource Recovery Facility Levee Improvements Construction Documents Preparation West Bay Sanitary District” with Freyer & Laureta, Inc.

Background

The Flow Equalization and Resource Recovery Facility (FERRF) site is a part of the District’s out of service wastewater treatment plant with ponds repurposed to serve as flow equalization during wet weather. The facility is not flood protected and is within the Federal Emergency Management Agency (FEMA) 100-year floodplain. Furthermore, the County of San Mateo anticipates an additional 2-feet of sea level rise also from which the site is not protected. In the near future the site may not be needed for flow equalization and part or all of the facility could be used for water resource recovery.

In February of 2018 the Board approved a Consultant Agreement to develop preliminary grading design and structural design of the necessary sheet piling to protect the site from the FEMA 100-year floodplain and sea level rise. In December of 2018, the Board provided direction to include a “Living Shoreline” feature to enhance the shoreline and reduce the amount of sheet piling needed on the north side of the property in order to provide for flood protection and sea level rise. Then in May of 2019 the Board approved the elevation of the CEQA work for the project to a Combined Environmental Impact Report (EIR) that included both the Levee Improvement project and the Bayfront Recycled Water Facility project.

Analysis

The EIR for this project is currently being prepared for the levee improvements as well as a Regional Recycled Water Facility to be located at the FERRF. This proposal will include the preparation of the Construction Documents and final design needed to protect the facility from the FEMA flood plain and seal level rise.

The addition of the Living Shoreline feature requested by the permitting agencies, easements necessary from the City of Menlo Park, and tying in the Living Shoreline to the City property, requires significantly more work in the following tasks from the preliminary designs that only included sheet piling.

The Proposed Tasks for the Agreement include:

Task 1 – Civil Engineering Design/Survey \$140,380

- Includes design of a new storm drain system and Plat and Legal descriptions for easements

Task 2 – Living Shoreline Design \$123,616

- This work is new to the project

Task 3 – Geotechnical Engineering \$36,402

- Preliminary design was done for sheet piling – more work for final design is included.
- New work added for the geotech regarding the living shoreline

Task 4 – Permitting/CEQA \$40,800

- The biological analysis incorporating the living shoreline/ecotone levee will require more work to incorporate into the EIR biology chapter.

Total Budget \$341,198

Fiscal Impact

Capital Asset Funds have been allocated for the design of the project in the FY20-21 Budget. The total amount for construction of this project will be further evaluated through the design and permitting process and will be presented to the Board through the appropriate Fiscal Year budget approval process.

Recommendation

The District Manager recommends the District Board authorize the District Manager to enter into Consultant Agreement for the “West Bay Sanitary District Flow Equalization and Resource Recovery Facility Levee Improvements Construction Documents Project” with Freyer & Laureta, Inc. for the fee of \$341,198 plus 10% for added services that may be requested by the District through the duration of the design and permitting of this project.

June 18, 2020

Mr. Phil Scott
District Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park, California 94025

**Re: FLOW EQUALIZATION AND RESOURCE RECOVERY FACILITY
LEVEE IMPROVEMENTS CONSTRUCTION DOCUMENTS PREPARATION
WEST BAY SANITARY DISTRICT, MENLO PARK, CA**

Dear Mr. Scott:

Thank you very much for allowing us to present this proposal to you. As we've discussed, Freyer & Laureta, Inc. (F&L) is pleased to provide services needed for Construction Documents preparation and additional permitting for the District's Flow Equalization and Resource Recovery Facility (FERRF) Levee Improvement Project, with the aid of SWCA Environmental Consultants (SWCA) for green engineering design services for the resiliency and living shoreline design portion of the project, BAGG Engineers and Crawford & Associates for Geotechnical Engineering, and MIG, Inc., environmental consultants to further assist with the environmental documentation and permitting. The FERRF is a part of the District's former wastewater treatment plant with ponds repurposed to serve as flow equalization during wet weather or other flow conditions when wastewater storage is needed. The facility is not flood protected and is within the Federal Emergency Management Agency 100-year floodplain.

The District is undertaking flood protection/sea level rise improvements at the FERRF which is located on Marsh Road just north of Bedwell Bayfront Park in the City of Menlo Park and is adjacent to two tidally influenced sloughs, Flood Slough and Westpoint Slough. The proposed project includes 100-year flood and sea level rise protection along the outer edge of the facility by either sheet piling or by a combination of sheet piles and a living shoreline on the north side of the facility. The Environmental Impact Report for this project is currently being prepared for the levee improvements as well as a Regional Recycled Water Facility to be located at the FERRF. This proposal includes construction documents (CD) preparation for the improvements that will protect the facility from the FEMA flood plain and sea level rise. Scope of Services are defined below. Graphics for this project can be seen in Figures 1 through 3.



Figure 1 – Levee Improvements Plan View



Figure 2 – Sheetpile Sections

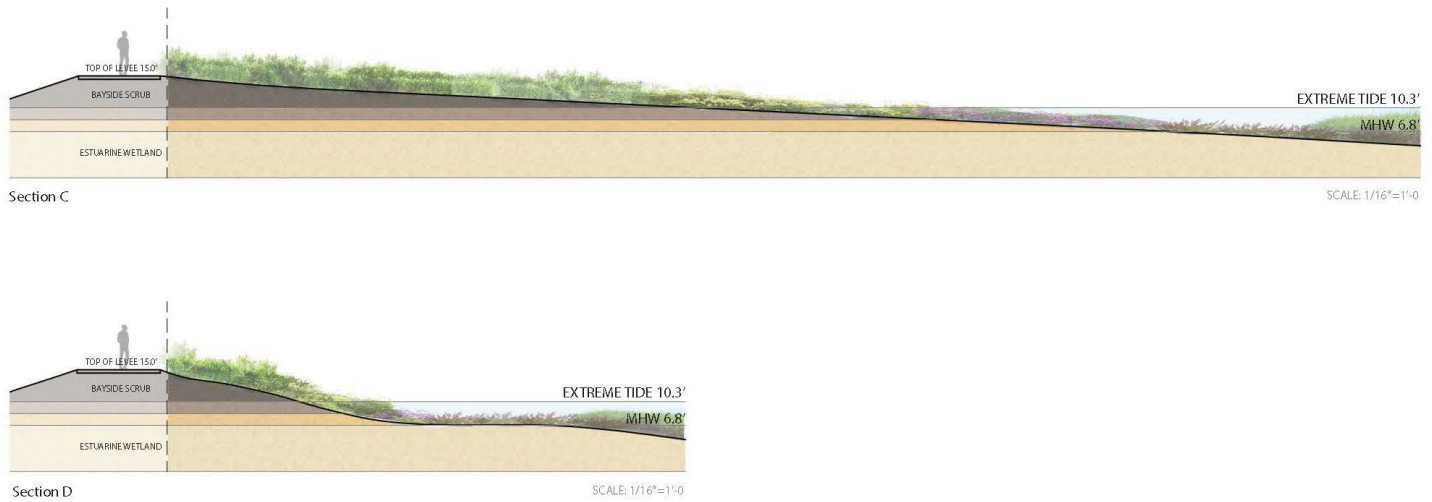


Figure 3 – Living Shoreline Sections

DESCRIPTION OF SERVICES

Task 1 – Civil Engineering Design and Topographic Survey

F&L will provide the following services through the design of this project:

- Project management for the design and permitting of the project.
- Provide design coordination between the various aspects of the project.
- Provide civil grading and drainage design for the living shoreline and the grading for the “fill” portions of the project.
- Complete the design of the sheetpiling to be installed along the western side of the FERRF.
- Provide design of the new storm drain outfall near the northeast corner of the FERRF. This is needed to release any stormwater that may be collected behind the shoreline improvements and flood protection improvements.
- Plat and legal descriptions will be provided for easements needed for improvements that are over City of Menlo Park property.

- Provide additional topographic survey services.
- Submit 65%, 90% and 100% Design Drawings, Specifications, and Estimates.
- Attend meetings as needed with the District through the design process.

Task 2 – Living Shoreline Design

This scope of work includes the design to stabilize northern shoreline of the FERRF utilizing environmentally friendly techniques that will enhance habitat adjacent to the Bay, provide resiliency from erosion resulting from future storm events, and will provide environmental resiliency to the enhanced/created marshes as sea levels rise and storms become more frequent and severe. For this design effort, SWCA will be a subconsultant to F&L, and will provide the following scope of work:

- SWCA will perform the administration tasks throughout the duration of the project, with an initial allocation of up to 56 hours to cover the following tasks:
 - Initial coordination with F&L staff to set up draft schedule for proposed design and permitting support.
 - Call in to regular monthly status meetings.
 - Bi-weekly check ins including monthly calls or emails with project manager as necessary for coordination.
 - Attend an onsite agency coordination meeting (preparation of exhibits for this meeting by others).
- Collect data necessary to develop design drawings as outlined herein.
 - Review of available data from F&L for design consisting of:
 - GIS topographic and soils data.
 - FEMA flood data.
 - Available NOAA data.
 - USGS topographic maps.
 - As-built or construction drawings for the existing FERRF.

- SWCA's engineer and landscape architect will conduct a site visit to perform a field assessment of the existing and proposed conditions at the site. Field observations will be independent of geotechnical investigations and topographic survey data collection, will be limited in nature, and based on visual observations while on-site. Efforts will consist of the following:
 - Observe potential constraints to the proposed design.
 - Observe potential construction access points.
 - Observe existing vegetation that may require removal.
 - Observe aquatic features that may require removal or relocation.
 - Visually assess considerations for proposed vegetation and stabilization features.
 - Assess visible stormwater outfalls and natural drainage features.
 - Observe depth of water directly adjacent to the existing shoreline, presence of submerged aquatic vegetation (SAV), oyster beds, or other habitat components to be analyzed for incorporation into design (SAV and oyster bed field identification scope TBD).
 - Obtain photographs of the above items.
 - Locate and review one (1) onsite and one (1) offsite reference marsh and bank (coordinate best available site with Save the Bay). Observations will consist of measuring existing stable slopes and vegetation types, noting how well the shoreline cross section is protecting the upper bank from shear stress, and collecting GPS points in stable and unstable areas to determine existing elevations from GIS/survey.
- SWCA will coordinate with contractors to discuss project approach, discuss dredge material needs, and review potential costs associated with proposed or suggested alternatives. Input from local contractors will then be considered and implemented into the design drawings as part of the value engineering process.
- SWCA will assess longshore and cross-shore shear stresses and sediment transport for the proposed design based on available design manuals. Efforts included in this task are listed below:
 - Review existing, corrected effective, and proposed models
 - Conduct assessment for the chosen restoration/stabilization approach

- Incorporate sediment transport and shear stress findings into the design layout of the proposed marsh fill material and the proposed alignment and footer depth associated with any proposed reef structure or rock sill.
- Participate in two (2) conference calls to discuss proposed layout models with F&L and the District.
- Submit 65%, 90% and 100% Design Drawings, Specifications, and Estimates.

Task 3 – Geotechnical Engineering

Geotechnical design recommendations will be provided for the shoreline improvements and the outfall design. BAGG Engineers will provide the design recommendations for shoreline improvements and Crawford & Associates will provide the design recommendations for the outfall design.

BAGG Engineers performed subsurface investigations and consultation services for a continuous 3,600-foot long sheetpile flood wall that was originally proposed around the entire perimeter of the site to address flood control. BAGG has provided preliminary recommendations regarding the slope stability of the northeast and west side levees under static and seismic conditions and the use of sheetpiling to help improve stability and this scope will bring those recommendations to design level. Additionally, BAGG has provided preliminary information on anticipated settlement of the levees from the new fill planned on the northeast levee area and at the site entrance.

BAGG's scope will be to complete a design level report that summarizes the subsurface data accumulated by BAGG and others, performing engineering analyses and providing recommendations and design criteria that address geotechnical aspects of FEMA CFR 65.10. This will include slope stability analyses of the levees under static and seismic conditions, preliminary recommendations to the structural engineer to help size sheetpiling along the northeast side of the site; and providing preliminary cross sections showing the approximate location of sheetpiling and proposed remedial grading. Additionally, BAGG proposes an additional boring to obtain soil samples for permeability and corrosion testing, as well as to provide additional subsurface data at the site entrance.

BAGG will prepare a design-level geotechnical report that summarizes findings and recommendations to date and to develop further recommendations that address geotechnical aspects of FEMA CFR 65.10. To this end, the report will include the following:

- Geologic site conditions and seismicity of the project site, a discussion of the site geology and seismicity with distance to the active faults in the region, as well as the probability of a major earthquake on each fault;

- Specific subsurface conditions discovered by the borings such as expansive, loose, saturated, collapsible, or soft surface and subsurface soils that may require special mitigation measures or impose restrictions on the project, including the thickness and consistency of existing fill soils, and depth to groundwater;
- Criteria for site grading, excavation and backfill, including the suitability of the excavated soils from the site for re-use as fill and backfill material;
 - Geotechnical aspects covering FEMA CFR 65.10 requirements regarding closures, embankment protection, embankment and foundation stability and effects of seepage, settlement, and interior drainage;
 - Slope stability analyses of the levees with proposed fill added, design parameters for sheetpiling to help improve stability of the levees under static and seismic conditions;
 - Recommendations and design criteria for retaining walls;
 - Estimate of the post-construction total and differential settlements under newly imposed fill loads; and
 - General provisions for the control of surface and subsurface drainage.

To fulfill the above purpose, BAGG's scope of our services will also consist of the following specific tasks:

- Review available geotechnical reports, including geologic maps and reports pertinent to the site and the immediate vicinity;
- Mark the planned boring locations in the field, coordinate the field exploration with the client representatives, and notify Underground Service Alert (USA) at least 72 hours in advance.
- Provide drilling notification to the San Mateo County Department of Environmental Health per our annual drilling permit with them.
- Perform a supplemental field exploration by drilling, logging, and sampling one borings to a depth of about 30 to 40 feet or so using a truck-mounted drilling rig. Obtain soil samples using Standard Penetration Test and Modified California liner sampling equipment at 3 to 5 foot vertical intervals. Measure the depth to groundwater, if encountered, and backfill the borings with neat cement grout. The drilling spoils will be spread out on site at a location designated by the client.

- Perform a soil mechanics laboratory testing program on the collected soil samples to evaluate the geotechnical engineering characteristics of the subsurface soils. Tests may include direct shear tests, Atterberg Limits, grain-size analyses, consolidation, unconsolidated undrained triaxial shear strength tests and moisture-density measurements, and corrosion tests as judged appropriate.
- Consult, as needed, with the project structural and civil engineer with respect to the project needs.
- Perform engineering analyses based on the results obtained from the above tasks and oriented towards the above-stated purpose of the investigation; and
- Prepare a geotechnical engineering report containing the investigation results, summarizing our findings and recommendations for the subject project, and including a vicinity map, a site plan, an area geologic map, a fault map, the boring logs, and laboratory test results. The report will be provided in draft form for your review and comment, so that appropriate edits can be made, as needed, to reflect the final design.

Crawford & Associates will provide geotechnical design criteria for the outfall structure planned near the northeast corner of the FERRF. The outfall will consist of two pipelines, tide gates, and will cross an existing levee that will be raised to satisfy FEMA requirements; geotechnical services for the levee raise are being provided by others.

Based on subsurface data by others in the site vicinity, the outfall site is underlain by about 10 feet of fill which is underlain by 17 feet of young Bay Mud. The fill and Bay Mud are soft and weak and are potentially compressible and unstable when subject to additional loading. The purpose of this scope is to characterize the subsurface materials at the outfall, estimate the settlement potential, and provide recommendations for design and construction so that the outfall will remain within tolerable settlement limits.

Crawford & Associates geotechnical scope will include:

- Site visit, obtain a San Mateo Co. Environmental Health permit for drilling, register boring locations with USA, prepare drilling subcontractor.
- Drill one boring up to 40 feet deep.
- Prepare boring logs and exploration map.
- Laboratory testing for settlement and index parameters.
- Settlement analyses for:
 - Standard outfall pipe and backfill loading and
 - Tide gate

- Slope stability analysis for temporary slopes during construction.
- Prepare a geotechnical memorandum with recommendations, as appropriate, including:
 - Trench excavation and stability.
 - Dewatering during construction.
 - Trench backfill materials and compaction.
 - Tide gate support and settlement estimates.
 - Settlement monitoring.

Task 4- Permitting/CEQA

MIG will continue to provide permitting and CEQA support for this project, although the project has been found to be more complex. The biological analysis incorporating the living shoreline/ecotone levee will require more work to incorporate into the EIR biology chapter, the summary, and the mitigation monitoring and reporting plan. Our team anticipates that there will be agency input on the levee design, and that the EIR will need to address alternative designs. The regulatory section will include an additional discussion of the regional setting for the proposed levee, including how it fits with the San Francisco Estuary Institute, BCDC, San Mateo County, and other planning documents.

The Mitigation Monitoring and Reporting Plan (MMRP) is required by CEQA and is a table that compiles all best management practices and mitigation measures included in the EIR and identifies the timing of the measure, the entity responsible for implementing the measure, and the method for verifying the measure was implemented. It is completed at the Final EIR stage. The preparation of the MMRP has become more complex due to an anticipated increase in the number of best management practices and mitigation measures that will be included in the project due to the living shoreline and outfall construction.

The EIR budget currently allocates time for the CEQA Senior Project Manager to attend Board hearings for the certification of the EIR and approval of the project. Given the complexity of the biological resources at the site and agency permitting requirements, our team feels it is prudent to have a Senior Biologist also attend, so additional budget for this effort.

MIG also will need to include the State Lands Commission in the permitting task, at least to determine its jurisdiction in the marsh and potential lease requirements. In addition, the USACE has recently started to regularly request Section 106 cultural reports; MIG will modify the existing report to suit the necessary format. The biological assessments (one for NOAA Fisheries, one for USFWS) involve more in-depth analysis of the potential impacts of the living shoreline/ecotone levee in support of the permit applications. The biological resources report revealed that there are more species to address in the biological assessments than expected. The current permit application budget is expanded to include addi-

tional agency (stakeholder) outreach and discussion for a project that is generally supported by the agencies but does not neatly fit into current regulations.

This proposal letter doesn't carry a list of exclusions like the previous ones do. Do we just want to make a statement like "All exemptions included in our current contract are proposed to carry forward during the design phase of the project"?

PROPOSED FEE SCHEDULE

All work will be on a time and materials (t&m) basis, not exceed the following limits without District authorization. Proposed hours can be seen in the attached Fee Breakdown Table.

Task 1 – Civil Engineering Design/Survey	\$140,380
Task 2 – Living Shoreline Design	\$123,616
Task 3 – Geotechnical Engineering	\$36,402
Task 4 – Permitting/CEQA	\$40,800
Total Budget	\$341,198

See Fee Breakdown Table for detail of our proposed fee. All exemptions included in our current contract are proposed to carry forward during the design phase of the project.

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

Sincerely,
FREYER & LAURETA, INC.



Richard J. Laureta, P.E.
President

Cc: Bill Kitajima, Projects Manager

FEE PROPOSAL:

18-Jun-20

WBSD FERRF LEEVE IMPROVEMENTS DESIGN PHASE

Estimated Staff Hours and Budget Freyer & Laureta, Inc.	LABOR									FEE
	F&L Staff				MIG	SWCA	BAGG	Crawford	F&L Survey Crew	
	Principal	Project	Staff	Staff						
	QA Manager	Manager	Engineer IV	Engineer III	Envr Permitting	Living Shoreline Design	Levee/Living Shoreline Geotech	Outfall Geotech		
\$235	\$205	\$150	\$135	FEE	FEE	FEE	FEE	\$2,720		
Task 1 Civil Engineering Design/Project Management										
Project Management	50	80				\$10,200				\$38,350
65% Design Submittal	2	16	24	90						\$19,500
90% Design Submittal	4	8	16	60						\$13,080
100% Design Submittal	4	8	8	48						\$10,260
Plat and Legal Descriptions	4	4	24							\$5,360
Task 2 Living Shoreline Design										
Data Collection	2	12	40			\$18,229	\$19,960	\$16,442	4	\$74,441
Hydrology and Hydraulic Analysis	2	12	120	40						\$26,330
Analysis of Wave, Hydrodynamic, And Sediment Analysis for Design	2	12	8			\$21,953				\$26,083
65% Design Submittal						\$28,207				\$28,207
90% Design Submittal						\$28,653				\$28,653
100% Design Submittal						\$16,374				\$16,374
Task 3 Geotechnical Engineering	4	12	16							\$5,800
Task 4 Permitting/CEQA	4	24	14		\$40,800					\$48,760
Hours	78	188	270	238						
Subtotals	\$18,330	\$38,540	\$40,500	\$32,130						
Total Added Budget	\$129,500				\$40,800	\$123,616	\$19,960	\$16,442	\$10,880	\$341,198

- Notes:
 1. Subconsultant fees do NOT include a 5% markup
 2. This budget is to be added to previously approved work for this project

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WEST BAY SANITARY DISTRICT AGENDA ITEM 6

To: *Board of Directors*

From: *Phil Scott, District Manager*

Subject: *District Manager's Report*

1) **CIP Project:**

- a. **Cleaning/TVing Large Diameter lines:** Crews are working on cleaning and televising the large diameter sewer lines; 36" From Alpine Road to El Camino Real have been completed. Next segments will be from El Camino Real and Middle Ave to the VA hospital on Willow Road.
- b. **NOP for Levee Improvement Project:** We are in the comment period of the public Notice of Preparation meeting held by Zoom on June 3, 2020; as required for the drafting of the Environmental Impact Report.

2) **Affiliate Agency/Association News:**

- a. **CMPK:** Building permit application has been submitted for Metal Building at FERRF and is being reviewed now by CMPK. DPW has put in the good word to Building but many are still working from home. We will continue to work with Menlo Park to issue the permit.

3) **Operations Superintendent Recruitment:**

- a. **Interviews:** First Round interviews June 25th, Second Round interviews July 2nd.

4) **Upcoming Events:**

- a. **Board meetings:** Consider having one Board meeting next month on July the 8th.

5) **Misc./Action Items from Previous Meeting:**

- a. **SSOs:** Zero SSO for May. 2020 Total = 0. 12 months in a row w/o SSO.
- b. **LAH:** Zero SSO for May. 1 SSO in 2020.
- c. **Board Inquiry Regarding Revenue:** Staff was asked to look into the apparent revenue projection shortfall through the third quarter ending March 31st. As of June 16th the District received an additional \$10,250,066.69 and is expected to receive approximately \$1,193,000.00 by June 30th from San Mateo County for a total projected revenue of \$29,987,701.17. This total projected revenue matches the expected Tax roll revenue submitted to the County last July.

Report to the District Board for the Regular Meeting of June 24, 2020

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

From: [Debra Fisher](#)
To: [Phil Scott](#); [Sergio Ramirez](#)
Subject: Sewer Charges
Date: Tuesday, June 16, 2020 2:27:38 PM

This is a breakdown of what we have received and what we expect to receive through yearend.

Sewer Service Charges	Actual as of 3/31/20	Received 4/1/20-6/16/20	Expected 6/30/20	Total FY 2019-20	Approved Budget FY 2019-20	Variance Budget v Actual
Residential	15,071,786.61	6,662,543.35	775,450.00	22,509,779.96	22,890,920.00	(381,140.04)
Non-Residential	3,472,847.87	3,587,523.34	417,550.00	7,477,921.21	7,670,995.00	(193,073.79)
Total Sewer Service Charges	18,544,634.48	10,250,066.69	1,193,000.00	29,987,701.17	30,561,915.00	(574,213.83)

Thank you.

Debra Fisher
 Finance Manager
 West Bay Sanitary District
 650-321-0384



1902 - Serving Our Community for over 110 Years - 2020

**WEST BAY SANITARY DISTRICT
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, JUNE 10, 2020 AT 7:00 P.M.**

1. Call to Order

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

Roll Call

BOARD MEMBERS PRESENT: Dehn, Walker, Thiele-Sardine (7:05), Moritz, Otte

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Scott, Ramirez, Fisher, Condotti via Zoom

Others Present: Chris Lamm – City of Menlo Park via Zoom

2. Communications from the Public: None

8. Consideration of Authorizing the District Manager to Consent to the Abandonment of Right-of-Way at Terminal Ave, Menlo Park

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

Comments: Incoming District Manager Sergio Ramirez outlined to the Board the right-of-way abandonment request by the City of Menlo Park and the conditions stipulated by the District in order to grant the abandonment. Mr. Lamm from the City of Menlo Park reiterated the comments from Mr. Ramirez and explained the need for the item was to reconstruct the Onetta Harris Community Center and thus move the District's sewer outside of the property line.

3. Consideration to Accept Third Quarter Internal Financial Statements & Analysis of Financial Position as of Quarter End March 31, 2019

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

Comments: Director Moritz inquired about the revenue shortfall listed in the report. Finance Manger Debra Fisher explained a large payment for \$8.4M was received in April just after the close of the third quarter. Director Moritz asked staff to report back in August once all revenues are received.

Treasurer Thiele-Sardiña reported for the Finance Advisory Group that all rates including LAIF rates are coming down. He reported the District's Bank of the West investment advisors are diligently looking at investments and investing conservatively. Investing in mutual funds is not a direction the District would like to consider at this time.

4. Consideration of Approving the FY 2020/21 General Fund, Capital Assets Fund, Recycled Water Fund, and Solid Waste Fund Budgets and 10-Year Capital Improvement Plan Projection

Motion to Approve by: Moritz 2nd by: Walker Vote: AYE: 5 NAY: 0 Abstain:

Comments: None.

5. Consider Adoption of Resolution Establishing Rates of Pay and Related Compensation Provisions

Motion to Approve by: Moritz 2nd by: Otte Vote: AYE: 5 NAY: 0 Abstain:

Comments: Director Moritz asked for clarification on why there is a discrepancy between the starting pay range and the top pay range with some positions. DM Scott explained over time as salary adjustments are made they are applied to all of the steps within the ranges and over time a wider gap is created as a result. Director Moritz asked that the subject be discussed further next year in early 2021.

6. District Manager's Report

Incoming District Manager Sergio Ramirez reported on the following;

1) Comments: **CIP Project:**

- a. **Design work continuing on FERRF Levee Improvement and 2020 CIP.** Added \$10k design work for getting District pipelines in concurrent to the Bayfront Storm Water project in the access road to the Bedwell/Bayfront Park.
- b. **Cleaning/TVing Large Diameter lines:** Crews are working on cleaning and televising the large diameter sewer lines crew are finding substantial amounts of grit. The 36" on Sand Hill Road completed up to West Menlo.
- c. **NOP for Levee Improvement Project:** Staff held a public Notice of Preparation meeting for permitting agencies and neighboring properties as required for the drafting of the Environmental Impact Report by Zoom on June 3, 2020.

2) **Affiliate Agency/Association News:**

- a. **CMPK:** Building permit application has been submitted for Metal Building at FERRF and is being reviewed now by CMPK. DPW has put in the good word to the Building Department but many are still working from home. Their staff are in different departments which does not help.

3) **Upcoming Events:**

- a. **Board meetings:** Regular Board meeting to be held on June 24 which will include items to amend the Town of Woodside maintenance agreement and a discussion on a Flodar-flowmeter service agreement. Only 1 meeting in July expected.

4) **Misc./Action Items from Previous Meeting:**

- a. **SSOs:** Zero SSO for May. 2020 Total = 0. 12 months in a row w/o SSO.
- b. **LAH:** Zero SSO for May. 1 SSO in 2020.
- c. **Maintenance Worker:** Hector Hernandez started Monday to fill vacant MW position.
- d. **New Operations Superintendent:** In progress 1st round interviews are on June 25.

7. Consent Calendar

Motion to Approve by: Walker 2nd by: Moritz Vote: AYE: 5 NAY: 0 Abstain:

CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR

Comments: None.

- A. Approval of Minutes for Regular meeting May 27, 2020
- B. Approval of the Withdrawal Order Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters for June 10, 2020
- C. WBSD Operations and Maintenance Report – May 2020
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – May 2020

9. Consideration of Resolution Appointing the District Manager as the Deputy Secretary/Deputy Treasurer of the District Board, the Chief Fiscal Officer of the West Bay Sanitary District, and Granting the District Manager Authority to Open Accounts and Invest Funds

Motion to Approve by: Walker 2nd by: Otte Vote: AYE: 5 NAY: 0 Abstain:

Comments: None.

10. Consideration Authorizing Certain District Officers to Affect the Deposit and Withdrawal of Funds from the Local Agency Investment Fund

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

Comments: None.

11. Consideration of Approving Resolution to Modify the Investment Policy to include the Public Agency Retirement System (PARS) Irrevocable Trust Account and Authorize the District Manager (Chief Fiscal Officer and Plan Administrator for PARS) to make deposits as directed by the Board, as well as withdrawals and reimbursement of expenses paid on behalf of eligible recipients by PERS

Motion to Approve by: Thiele-Sardiña 2nd by: Otte Vote: AYE: 5 NAY: 0 Abstain:

Comments: None.

12. June 10th Update on District's Corona Virus

Comments: Incoming District Manager, Sergio Ramirez, reported staff is resuming normal pre-COVID 19 work schedules beginning June 8, with the exception of some of the Admin staff. Office hours have opened up to Monday through Thursday 9am to 3pm. President Dehn inquired as to why the office is not open to the public on Fridays. She said that other government buildings had been slow in resuming business to normal efficiency levels and asked for staff to be mindful of that. Incoming District Manager, Sergio Ramirez, suggested opening the front office on Fridays by appointment only. The Board agreed it would be a good idea.

13. Discussion and Direction on Recycled Water Projects - Sharon Heights & Bayfront, Including Project Status

Comments: DM Scott updated the Board on the Sharon Heights project. The contractor is making process adjustments and addressing recent odor issues downstream of the treatment plant. DM Scott also reported on staff presenting SHGCC with the operations and maintenance (O&M) costs. The O&M costs appears to be approximately \$35K per month, plus a potential "sinking fund." O&M cost may be updated as the plant becomes fully operational.

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

Comments: President Dehn reported SBWMA is working on a six month budget to convert the JPA to a calendar year budget vs. the existing fiscal year budget. SBWMA approved a new insurance with higher deductibles and lower premiums. President Dehn further reported that refinancing the JPA's debt service has saved over \$400K. Upcoming items will include a discussion on diversion rates.

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

Comments: Director Otte reported SVCW will be meeting on Monday, June 15. Major topics will include a \$42M design for the Redwood City Pump Station. Overall the entire RESCU Project is on-time and on budget. President Dehn inquired if the Air Board permits for the Organics to Energy Project have been discussed lately. Director Otte said they have not.

16. Closed Session

Entered closed session at 8:37 p.m. Left closed session at 9:05 p.m.

Reportable action: None.

- A. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Cal. Govt. Code §54957.6) Agency designated representatives: Board President/Legal Counsel
Unrepresented Employee: District Manager
- B. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Chan, Moreno, Vestnys, Pebbles v. WBSD – San Mateo County Court Case No. 19CIV07567
- C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Cal. Govt. Code §54956.9(d))
Name of Case: *1740 Oak Avenue, LP v. West Bay Sanitary District, et al.* – SMCS
Case No. 18CIV02183

17. Consider to Approve Resolution to Hire Retiring District Manager as Transition Coach

Motion to Approve by: Moritz 2nd by: Walker Vote: AYE: 5 NAY: 0 Abstain:

Comments: None.

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

Comments: Upcoming items to include are review of all revenue received by August and a discussion on unrepresented employees starting pay ranges and a possible adjustment for next year.

19. Adjournment Time: The meeting was adjourned at 9:06 PM

**WEST BAY SANITARY DISTRICT
WITHDRAWAL ORDER
Through June 16, 2020**

CHECK	TO WHOM PAYABLE	PURPOSE	AMOUNT
66682	ANDERSON PACIFIC	Recycled Water Facility SHGCC	179,219.14
66683	AQUALITY WATER MANAGEMENT INC.	Recycled Water Facility - SHGCC	2,095.14
66684	CWEA	Memberships	397.00
66685	CINTAS CORP	Contract Services - Coll	711.15
66686	FREYER & LAURETA	Professional Services, Levee Design, North Bay Road	114,096.34
66687	GRAINGER	Operating Supplies - Coll	2,295.89
66688	HOME DEPOT	Operating Supplies - Coll	2,033.96
66689	IEDA	Professional Services - A&G	760.00
66690	CITY OF MENLO PARK - Repair	Repairs & Maintenance - Coll	1,050.80
66691	CITY OF MENLO PARK-Fuel	Gasoline, Oil & Fuel - Coll	2,918.04
66692	MENLO PARK HARDWARE CO. #14016	Operating Supplies - Coll	659.17
66693	PONTON INDUSTRIES, INC.	Operating Supplies - Coll	854.16
66694	SAFETY-KLEEN, CORP.	Operating Supplies - Coll	2,148.79
66695	SAN MATEO COUNTY CLERK	Grant Deed of Easement - SHGCC	134.00
66696	SEEKZEN SYSTEMS	Professional Services - Coll	9,120.00
66697	VISION COMMUNICATIONS CO.	Rents & Leases - A&G	2,217.22
66698	WECO INDUSTRIES, INC.	Operating Supplies - Coll	4,955.62
66699	WEST YOST & ASSOCIATES	Professional Services - A&G	884.00
66700	BAYSIDE EQUIPMENT COMPANY	Repairs & Maintenance - Coll	493.38
66701	PG&E	Utilities - RWF	13,532.95
66702	AMERICAN MESSAGING	Utilities - A&G	64.14
66703	AMERICAN WATER SERVICES	Utilities - Coll	74.61
66704	ATCHISON, BARISONE & CONDOTTI	Professional Services - A&G	7,212.62
66705	Annette Bergeron	Tuition Reimbursement	521.00
66706	CALPERS LONG-TERM CARE PROGRAM	LTC Withholding	35.36
66707	CINTAS CORP	Contract Services - Coll	966.70
66708	CUSI	Server Replacement Program	1,500.00
66709	DU-ALL SAFETY, LLC	Professional Services - Coll	1,620.00
66710	NAVIA BENEFIT SOLUTIONS	FSA Payroll Contributions	525.39
66711	FRANCHISE TAX BOARD	Wage Garnishment	250.00
66712	FREMONT URGENT CARE	Professional Services - A&G	198.00
66713	INSTRUMENT TECHNOLOGY CORP.	Operating Supplies - Coll	835.32
66714	JANI-KING OF CA, INC - SFR/OAK	Contract Services - A&G	743.31
66715	KONE INC.	Contract Services - A&G	259.34
66716	CITY OF MENLO PARK - Water	Utilities - Coll	92.62
66717	OMEGA INDUSTRIAL SUPPLY, INC.	Operating Supplies - Coll	1,793.90
66718	PREFERRED ALLIANCE	Professional Services - A&G	285.87
66719	SDU	Wage Garnishment	508.62
66720	VISION COMMUNICATIONS CO.	Repairs & Maintenance - Coll	5,036.90
66721	WESTERN TRUCK FAB	Service Truck Unit 208	2,110.71
TOTAL CHECKS			365,211.16

CORPORATE CARDS:

GL	Account Number & Name	Description	Amount
16720	Fleet	Harbor Frieght Tools: Tool Boxes Unit 208	550.66
54090	Office Expense	Best Buy: Admin TV Wall Hanger Office Interior	76.29
54091	Stationary and Office Supplies	Office Supplies	2,478.61
54101	Ops & Construction Supplies & Materials	Maintenance; Filters & Traffic Software	469.55
54102	Safety Supplies & Materials	Storage Bins: FERRF	1,303.74
54107	Personal Protective Equip & supplies	Amazon: Refund	(87.38)
54113	Radio, Alarm, Monitoring Services	Sersera Systems: Sensera FERRF Cam Website	1,716.00
54131	Legal Notices, Advertisement etc	Printing, Publications, Facebook Ad	678.20
54151	Fleet/Vehicle R&M	Vehicle Maintenance 5/2020	372.48
54158	Computer Software upgrade & Maint	Dropbox Storage, Zoom Conferencing, Office Sub.	190.86
54159	Computer Hardware upgrade & maint	Video Conference Supplies	470.91
54174	Mgmt Seminars/Conf, District Meetings	Meetings: No Spill Recognition, Board, Budget, Mgrs	493.26
54175	CWEA Conf/Section mtgs	California Water: CWEA Online Seminars	452.00
54176	Business meetings	DM Meeting with Prez & Budget Mtg	149.27
54192	Telephone	Verizon: District Cell Phone Service	1,632.67
54193	Cellular Service	TPZ Communications: Phone Service	2,281.97
54194	Water	CalWater: Water Svc 5/2020	37.01
54195	Electricity	PG&E: Electric Svc 5/2020	7,256.59
54202	Misc. and Unanticipated expenses	Fastrak: Bridge Tolls	550.00
54207	Vallombrosa Center	Vallombrosa: Duty Accommodations 5/2020	3,060.00
TOTAL CORPORATE CARDS:			23,582.03

WIRE TRANSFERS

<u>DATE</u>	<u>TO WHOM PAYABLE</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
6/5/2020	PrimePay	PrimePay Fees	501.43
6/5/2020	PrimePay	Employee Payroll - Pay Period 5/8-22	104,001.70
6/5/2020	PrimePay	Federal Payroll Taxes	22,407.71
6/5/2020	PrimePay	State Payroll Taxes	7,188.75
6/5/2020	ICMA	Deferred Compensation	9,670.75
6/10/2020	CalPERS	Health Benefits Premium	45,274.40
WIRE TRANSFERS FROM BoW CHECKING			<u>189,044.74</u>

SUMMARY

TOTAL CHECKS	365,211.16
TOTAL CORP CARD	23,582.03
TOTAL WIRES	189,044.74
TOTAL PAYMENTS	<u>577,837.93</u>

President

Secretary

WITHDRAWAL ORDER
SUPPLEMENTAL PURCHASE REGISTER
Through 6/16/2020

OPERATING SUPPLIES & OFFICE EXPENSE

<u>CHECK</u>	<u>AMOUNT</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>
66687	2,295.89	GRAINGER	Tools, Water Pump
66688	2,033.96	HOME DEPOT CREDIT SERVICES	FERRF Supplies, A/C Unit, Shop Tools
66694	2,148.79	SAFETY-KLEEN, CORP.	Disposal of Hazardous Waste
66698	4,955.62	WECO INDUSTRIES, INC.	Replacement Wart Hogs
66717	1,793.90	OMEGA INDUSTRIAL SUPPLY, INC.	Sanitizer

MISCELLANEOUS

<u>CHECK</u>	<u>AMOUNT</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>
66682	179,219.14	ANDERSON PACIFIC	Professional Services for Recycled Water Facility - SHGCC
66683	2,095.14	AQUALITY WATER MANAGEMENT INC.	Reprint Check
66686	114,096.34	FREYER & LAURETA	Map Updates, ECI Consultation, Professional Services for North Bay Road
66694	2,148.79	SAFETY-KLEEN, CORP.	Disposal of Hazardous Waste
66696	9,120.00	SEEKZEN SYSTEMS	IT Support
66697	2,217.22	VISION COMMUNICATIONS CO.	Replacement Parts for Radio
66705	521.00	ANNETTE BERGERON	Tuition Reimbursement for Spring 2020
66708	1,500.00	CUSI	Server Replacement
66720	5,036.90	VISION COMMUNICATIONS CO.	Upgrading Radios - Analog to Digital
66721	2,110.71	WESTERN TRUCK FAB	Upgrades to Unit 208

WEST BAY SANITARY DISTRICT

SUMMARY OF FY2019-20 PAYMENTS
(Through Withdrawal Order
06/2/2020)

	TOTAL BY VENDOR	WITHDRAWAL
	7/1/2019- 6/16/2020	6/16/2020
REGULAR PAYABLES		
3T Equipment Company	30,531.43	-
A-A Lock & Alarm	1,444.70	-
AAA Rentals	12,776.27	-
A & B Trailer Hitch Inc.	1,303.16	-
Aatrix Software	64.85	-
Ace Fire Equipment & Service	972.11	-
Action Towing	487.50	-
Advanced Laser	2,843.89	-
Airgas USA, LLC	806.86	-
Alliant Insurance Services	15,893.00	-
The Almanac	15,305.20	-
Alpha Analytical Laboratories	4,345.00	-
Amazon	1,198.47	-
American Messaging	771.82	64.14
American Textile & Supply	171.48	-
American Water Services	456.57	74.61
Amvan, LLC	1,388.66	-
Anderson Pacific	8,542,120.06	179,219.14
Aqua Natural Solutions	4,479.66	-
Aquality Water Management Inc.	30,614.68	2,095.14
AT&T	12,515.98	-
Atlantis Casino Resort	-	-
Atchison, Barisone & Condotti	74,135.48	7,212.62
Town of Atherton	523,280.00	-
Autozone	18.65	-
Avery Associates, Inc.	19,140.27	-
Aztec Consultants	11,827.50	-
Backflow Prevention Specialist	3,854.00	-
Baggengineers	1,660.00	-
Bank of the West	4,492.84	-
Bankcard Center	37,706.06	-
Battery Junction Wholesale	470.53	-
Bay Alarm	12,563.26	-
Bay Area Air Quality Mgmt Dist	24,136.19	-
Bay Area Barricade Service Inc	2,007.72	-
Bay Area Paving Co. Inc.	25,929.00	-
Bay Reprographic, Inc.	106.35	-
Bayside Equipment Company	119,476.09	493.38
Annette Bergeron	1,225.00	521.00
Jed M. Beyer	1,184.50	-
Beyond Components, Inc.	179.20	-
David D. Bohannon Org.	211,673.53	-
Bonny Doon Environmental	4,540.22	-
Brown and Caldwell	200.00	-
Buckles-Smith	251.60	-
BuyReal	312.00	-
CASA	13,370.00	-
CSDA	15,230.00	-
CUSI	15,250.00	1,500.00
CWEA-SCVS	1,180.00	-
CWEA	11,643.00	397.00
CWEA Membership	2,618.00	-
CSRMA C/O Alliant Insurance	298,821.30	-
Calif. Labor Law Poster Servic	152.00	-
California Concrete Pumping	774.00	-
CA Air Resources Board	754.48	-
California Water Service	15,064.77	-
CALPERS 1959 Survivor Billing	1,645.00	-
CALPERS - Unfunded Accrued Liability	334,727.00	-
CALPERS - Retirement	441,776.17	-
CALPERS - Health Premiums	509,993.31	45,274.40
Calpers Long-Term Care Program	769.89	35.36
Cal-Steam	844.97	-
CalTrans	492.00	-
Carpaccio	47.15	-
Carrie Nevoli - Petty Cash	729.79	-
Cardiac Science Corp.	719.89	-
Center For Hearing Health Inc.	661.25	-
Chavan & Associates LLP	22,825.00	-

WEST BAY SANITARY DISTRICT

SUMMARY OF FY2019-20 PAYMENTS
(Through Withdrawal Order
06/2/2020)

	TOTAL BY VENDOR	WITHDRAWAL
	7/1/2019- 6/16/2020	6/16/2020
REGULAR PAYABLES		
Chef Kwan	43.37	-
Chevron	67.00	-
Cintas Corp	43,491.40	1,677.85
Citibank	696.92	-
Comcast	3,619.78	-
Consolidated Parts, Inc	4,354.12	-
Costco	3,944.03	-
CPS HR Consulting	21,902.36	-
Cropper Accountancy Corp.	2,700.00	-
Cues, Inc.	3,980.00	-
Custom Truck	490.10	-
DMV	388.05	-
Dale Scott & Co., Inc.	8,000.00	-
Peggy Daniels	2,935.76	-
Das Manufacturing, Inc.	1,895.44	-
Davey Tree Expert Company	7,913.00	-
Dept. of Industrial Relations	675.00	-
Dell	7,097.47	-
Delta Diablo Sanitation District	8,567.61	-
Detection Instruments	327.79	-
Dewey Pest Control	25,933.00	-
Digi-Key	89.39	-
DoorDash	988.61	-
Dolphin Graphics	4,904.52	-
Duke's Root Control, Inc	223,089.71	-
Duckys Car Wash	639.80	-
Du-All Safety, Llc	27,472.50	1,620.00
Elio D'Urzo	1,523.50	-
ENR	66.00	-
ESRI	17,200.00	-
East Bay Muni Utility District	2,425.00	-
Eco Office	1,554.68	-
Elite Parts LLC	1,233.65	-
Embarcadero Media	375.00	-
Emergency Essentials	2,279.10	-
EnviroZyme	3,000.50	-
ErgoWorks	1,398.48	-
Express Safety, Inc.	773.32	-
Facebook	1,260.00	-
Fastrak	980.00	-
Fast Response On-Site Testing	2,217.60	-
Federal Express	3,980.52	-
City of Fremont	118.35	-
Fremont Urgent Care	3,400.00	198.00
Finishmaster Inc	1,212.78	-
Forestry Suppliers, Inc.	1,315.65	-
Formatop	1,387.48	-
City of Foster City	1,000.00	-
Four Star Automotive, Inc.	8,922.40	-
Franchise Tax Board	6,750.00	250.00
Freyer & Laureta	589,901.28	114,096.34
Full Source, LLC	147.22	-
Gary Pollack Construction	4,000.00	-
Goldstreet Design Agency	7,484.09	-
Govconnection, Inc.	780.00	-
Governmentjobs.com dba NeoGov	6,633.00	-
GoDaddy.com	111.99	-
Grainger	34,307.51	2,295.89
Granite Rock, Inc.	1,033.13	-
The Grill House	43.10	-
Hach Company	59,363.37	-
Hadronex, Inc.	34,919.44	-
Hansen Supply Company	4,710.58	-
Harben California	7,263.40	-
Harbor Ready-Mix	2,992.16	-
Harrington Industrial Plastics	192.59	-
HF&H Consultants, LLC	85,958.04	-
HP	491.61	-
H & R Plumbing & Drain	7,500.00	-
Hempel Pipe	62.76	-
Hillyard/San Francisco	3,742.51	-
Hilton	225.03	-
Home Depot	17,810.44	2,033.96

WEST BAY SANITARY DISTRICT

SUMMARY OF FY2019-20 PAYMENTS
(Through Withdrawal Order
06/2/2020)

	TOTAL BY VENDOR	WITHDRAWAL
	7/1/2019- 6/16/2020	6/16/2020
REGULAR PAYABLES		
Bob Hulsmann	1,274.26	-
IEDA	9,120.00	760.00
IKEA	21.93	-
James F. Ilich	5,250.00	-
Innovyze, Inc	7,955.00	-
Instrument Technology Corp.	1,064.13	835.32
Interstate Traffic Control Pro	273.13	-
ISAC INC	13,150.50	-
J & B Corrosion Engineering	1,415.00	-
Jani-King of CA, Inc - SFR/OAK	10,683.75	743.31
Jans Deli	98.86	-
Jeffreys Hamburgers	39.79	-
Jensen Precast	2,454.32	-
KDS Communications	1,505.00	-
KIS	14,465.15	-
Scott/Linda Kamran	16,000.00	-
Kimball Midwest	10,005.84	-
Bill Kitajima	152.83	-
Kone Inc.	3,112.08	259.34
L & M Transmission	1,199.93	-
Lasky Trade Printing	3,507.40	-
Liebert Cassidy Whitmore	150.00	-
Log Me In	2,461.96	-
Lucity, Inc.	20,741.42	-
Lyngso Garden Materials, Inc	356.78	-
Damian Madrigal	100.00	-
Mail Finance	804.75	-
Mallory Co.	8,972.01	-
Matheson Tri-Gas, Inc.	589.29	-
Maxx Metals	269.10	-
George / Karen McCown	2,996.72	-
City of Menlo Park - Repair	38,080.11	1,050.80
City of Menlo Park-Fuel	55,584.43	2,918.04
City of Menlo Park - Water	11,000.52	92.62
City of Menlo Park - Permits	4,500.00	-
SDU	13,732.74	508.62
Medco Supply Company	396.05	-
Menlo Park Chamber of Commerce	475.00	-
Menlo Park Fire Protection	8,290.00	-
Menlo Park Hardware Co. #14016	1,951.25	659.17
Microsoft	112.98	-
Mid Peninsula Abstracts	810.00	-
Mission Clay Products LLC	5,385.35	-
Morse Hydraulics	1,116.97	-
Moss Rubber	409.81	-
Mountain Mikes Pizza	186.29	-
Municipal Maintenance Equip.	1,667.98	-
My Binding	156.85	-
National Auto Fleet	142,690.88	-
Navia Benefit Solutions	25,844.71	525.39
Neopost	3,950.00	-
NewEgg Inc	1,981.47	-
North Bay Pensions	1,500.00	-
Occasions, ETC.	1,063.12	-
Office of Water Programs	998.63	-
Office Team	8,072.00	-
Ogasawara Landscape Maint.	13,550.00	-
Omega Industrial Supply, Inc.	-	1,793.90
Otterbox	-	-
OverStock.Com	289.06	-
PARS	635,000.00	-
P&F Distributers	1,035.69	-
PG&E	82,197.82	13,532.95
Palo Alto Staffing	1,309.60	-
Albert Patino	433.54	-
Paytrace	3,945.88	-
Peninsula Building Materials	4,440.36	-
Peninsula Property Group	1,602.75	-
Perotti and Carrade	750.00	-
Phil Scott	3,202.20	-
Pier 2 Marketing	3,350.00	-
PJ's Rebar Inc.	2,752.87	-
PollardWater	180.26	-
Ponton Industries, Inc.	24,806.84	854.16

WEST BAY SANITARY DISTRICT

SUMMARY OF FY2019-20 PAYMENTS
(Through Withdrawal Order
06/2/2020)

	TOTAL BY VENDOR	WITHDRAWAL
	7/1/2019- 6/16/2020	6/16/2020
REGULAR PAYABLES		
Town of Portola Valley	32,000.00	-
Portola Valley Property Owner	160,453.44	-
Precise Printing and Mailing	20,534.53	-
Precision Engineering	1,050,022.46	-
Preferred Alliance	3,569.45	285.87
Principal Life Insurance Co.	63,322.55	-
Priority 1 Public Safety	8,225.20	-
Project Graphics	4,037.00	-
Quadient Leasing USA, Inc.	268.25	-
Sergio Ramirez	5,458.31	-
R.A. Nosek Investigations	3,225.00	-
Ranger Pipelines	106,849.79	-
Readyrefresh By Nestle	3,110.01	-
Recology Peninsula Services	12,530.00	-
Red Wing Shoe Store	5,967.11	-
Redwood General Tire Co., Inc.	213.75	-
Reg Solutions	200.00	-
Rich Voss Trucking	2,405.00	-
Rite Aid	32.75	-
Roberts & Brune Co	23,391.41	-
Round Table Pizza	44.77	-
SVCW Bond - 2009 Bond	656,144.00	-
SVCW Bond - 2014 Bond	1,145,613.40	-
SVCW Bond - 2015 Bond	1,019,906.45	-
SVCW Bond - 2018 Bond	1,834,712.50	-
SVCW Cash Contribution on 2018 Bond	6,416,002.01	-
SVCW SRF Loan - WWTP Phase 1	726,842.68	-
SVCW - Monthly Operating Payment	7,598,964.00	-
SWRCB	14,557.00	-
Sacramento Airport Parking	20.00	-
Sacramento State	360.05	-
Safety Center Inc	5,308.00	-
Safety-Kleen, Corp.	5,804.81	2,148.79
Safeway	161.75	-
San Mateo County	21,567.00	-
San Mateo County Assessor	610.00	-
San Mateo County Clerk	1,451.00	134.00
San Mateo CO Health Dept	2,473.00	-
San Mateo County Tax Collector	924.30	-
Rupert Sandoval	1,113.46	-
Santa Clara Valley Water Dist.	100.00	-
Santa Clara County	587.00	-
Robert J. Scheidt	263.86	-
Seekzen Systems	26,040.00	9,120.00
Shape Incorporated	39,335.47	-
Sharp Business Systems	11,418.70	-
Sharp Electronics Corporation	1,186.81	-
Signa Mechanical	18,321.16	-
Sitech Norcal	460.95	-
Smart and Final	187.91	-
Snap On Industrial C/O	1,293.44	-
Desiree S Slater	28.00	-
Solarwinds	57.00	-
Spartan Tool LLC	4,257.10	-
Stacks	134.57	-
Staples Credit Plan	15,459.23	-
Stevens Creek Quarry, Inc.	692.99	-
Stockton Metropolitan	20.00	-
Summit Aerial Services Inc	9,250.00	-
SuperShieldz	7.64	-
Sutter EAP	1,249.25	-
Target Specialty Products	3,638.28	-
Tap Plastics Inc.	419.65	-
Teamsters Local No. 350	12,390.00	-
Teletrac Navman US LTD.	2,115.05	-

WEST BAY SANITARY DISTRICT

SUMMARY OF FY2019-20 PAYMENTS
(Through Withdrawal Order
06/2/2020)

	TOTAL BY VENDOR	WITHDRAWAL
	7/1/2019- 6/16/2020	6/16/2020
REGULAR PAYABLES		
The Concept Genie	2,550.78	-
TFS-Zoom Imaging Solutions Inc	802.99	-
TigerSeal Products	197.70	-
TOGO's	96.85	-
Toshiba Financial Services	801.78	-
Towne Ford Sales	14,426.23	-
TPX Communications	22,893.27	-
TriTech Software Systems	13,059.96	-
Underground, Inc.	321,504.72	-
Underground Service Alert	10,828.20	-
United Rentals Northwest, Inc.	1,082.58	-
USA Blue Book	1,051.78	-
US Bank	2,184.36	-
U.S. Jetting, LLC.	3,089.09	-
V & A Consulting Engineers	21,768.75	-
Valley Heating & Cooling	1,883.00	-
Vallombrosa Center	4,230.00	-
Verizon Wireless	19,141.32	-
Vision Communications Co.	20,585.28	7,254.12
VizoCom	2,390.00	-
V.W. Housen & Associates	47,709.50	-
Watereuse Association	(475.00)	-
WeatherTech Direct	225.46	-
Weco Industries, Inc.	153,969.53	4,955.62
West Yost & Associates	43,811.96	884.00
Western Truck Fab	2,110.71	2,110.71
Wex Bank	843.87	-
Wiley Price & Radulovich	61.81	-
Woodard & Curran	131,242.57	-
Town of Woodside	3,000.00	-
Young's Auto Supply Center	739.16	-
Zanker Recycling	3,451.58	-
Zip's AW Direct	118.31	-
Zoom	63.99	-
Zoom Imaging Solutions, Inc.	1,215.54	-
TOTAL REGULAR PAYABLES	36,000,167.12	410,485.56
SALARIES, WAGES & WITHHOLDINGS		
Salaries/Wages - Net Pay	2,056,897.17	104,001.70
Directors Fees - Net Pay	21,492.79	-
PrimePay Fees	5,951.37	501.43
IRS - Federal Payroll Taxes	429,215.62	22,407.71
EDD - State Payroll Taxes	144,798.31	7,188.75
ICMA	211,692.72	9,670.75
Performance Merit Program - Net Pay	124,143.65	-
TOTAL SALARIES RELATED	2,994,191.63	143,770.34
TOTAL PAYABLES	38,994,358.75	554,255.90

WEST BAY SANITARY DISTRICT
Receipts & Incoming Transfers
6/2/2020-6/16/2020

RECEIPT NUMBER	DEPOSIT DATE	DESCRIPTION	AMOUNT
461225	6/8/2020	Permit: 2536 Hazelwood Way, EPA	\$3,690.40
461226	6/8/2020	Permit: 160 Spruce Ave, MP	\$170.00
461227	6/8/2020	Permit: 713 Partridge Ave	\$170.00
461228	6/8/2020	Permit: 1061 Lucky Ave	\$460.00
461229	6/8/2020	Invoice 2019/20-075 - 1050 Chestnut St, MP	\$5,131.88
461230	6/8/2020	Permit: 2 Rosewood Dr	\$290.00
461231	6/8/2020	Postage	\$4.00
461232	6/8/2020	Permit: 1 Facebook Way, MP	\$290.00
461233	6/8/2020	Permit: NR-0408; Address: 98 James Ave, Ath	\$399.91
461234	6/8/2020	Permit: 160 Lucero Way, PV	\$290.00
461235	6/8/2020	SRF Reimbursement #21	\$1,636,092.00
461236	6/12/2020	Overpayment for lease	\$136.56
461237	6/12/2020	Permit: 106 Baywood Ave, MP	\$170.00
461238	6/12/2020	Permit: 333 Marmona Dr, MP	\$170.00
461239	6/12/2020	Permit: 2140 Mills Ave, MP	\$290.00
461240	6/12/2020	Permit: 1525 Altschul Ave, MP	\$460.00
461241	6/12/2020	Worker's Comp Audit	\$7,378.00
461242	6/12/2020	Permit: 6 Greenwood Pl, MP	\$290.00
461243	6/12/2020	Permit: 326 Encinal Ave. MP	\$355.00
461244	6/12/2020	SMC Tax Roll - Sewer Service Charges FY 2019-20	\$1,802,257.73
461245	6/12/2020	Permit: 1031 Oakland Ave, MP	\$290.00
461246	6/12/2020	Permit: 361 Mckendry Dr, MP	\$290.00
461247	6/12/2020	SRF Loan Installment #2	\$67,554.09
461248	6/12/2020	Franchise Fee	\$13,703.18
461249	6/12/2020	846, 848, 850 Portola Rd., PV	\$101,023.51
461250	6/12/2020	Permit: 819 Laurel Ave, MP	\$95.00
461251	6/12/2020	Permit: 44 McCormick Ln, Ath	\$290.00
461252	6/12/2020	Permit: 134 Creek Dr, MP	\$95.00
461253	6/12/2020	Permit: 735 Menlo Ave, MP	\$290.00
461254	6/12/2020	Permit: 716 Regal Ct, MP	\$290.00
461255	6/12/2020	Permit: 441 Arlington Way, MP	\$290.00
461256	6/12/2020	Inv. 2019/20-78	\$631.40
Total Deposits			\$3,643,337.66

WIRE TRANSFERS TO BofW CHECKING

6/3/2020	County of San Mateo: Tax Roll - Sewer Service Charges FY 2019-20	1,802,257.73
6/8/2020	SHGCC: SRF Loan Installment #2	67,554.09
6/8/2020	Recology: Franchise Fee	13,703.18
Total Transfer to BofW Checking		3,767,030.00

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 7C**

To: Board of Directors

From: Phil Scott, District Manager

Subject: Bank of the West Monthly Investment Portfolio Statements

Attached are the monthly statements indicating the amount of each reserve fund the District holds in the Bank of the West Investment Portfolio and the to-date market values.

Quarterly reports on the Investment Portfolio will include more details on the investments of each reserve.

Recommendation

The District Manager recommends the District Board review and accept these Statements by affirming and approving the items listed in the Consent Calendar.



WBSD - CAPITAL PROJECT RESERVE

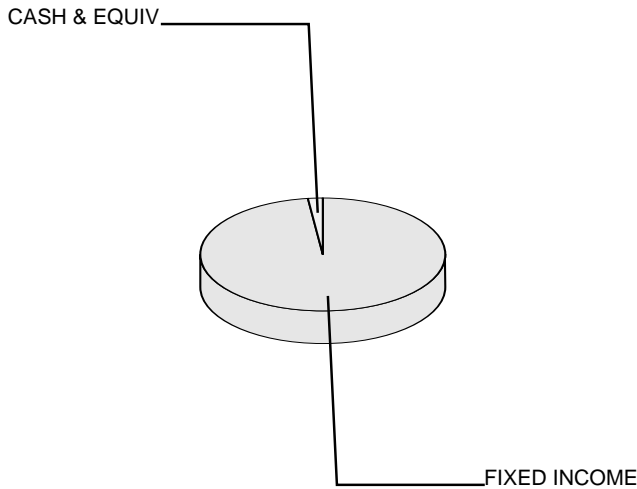
Account Number:
 Statement Period:

61-J235-01-2
 05/01/20 - 05/31/20

DEBRA FISHER
 1790 LOS GATOS ALMADEN
 SAN JOSE CA 95124

Fiduciary
 Chuen Ying Lee
 (408) 645-3234
Portfolio
 Michael D. Smith
 (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	61,548.99	2.2%
Fixed Income	2,696,556.89	97.8%
Total Portfolio	\$ 2,758,105.88	100.0%
Accrued Income	22,389.48	
Total Valuation	\$ 2,780,495.36	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 2,766,903.80	\$ 2,666,749.24
Income		
Interest.....	2,611.35	53,161.81
Purchased Income.....	-2,679.06	-12,059.15
Additions.....	0.00	683,000.00
Disbursements.....	-467.62	-642,287.30
Realized Gains/(Losses).....	0.00	1,366.40
Change In Accrued Income.....	6,623.18	6,655.14
Change In Market Appreciation/(Depreciation).....	8,171.67	32,661.79
Non-Cash Asset Changes.....	-667.96	-8,752.57
Ending Market Value	\$ 2,780,495.36	\$ 2,780,495.36



WBSD - EMERGENCY CAPITAL RESERVE

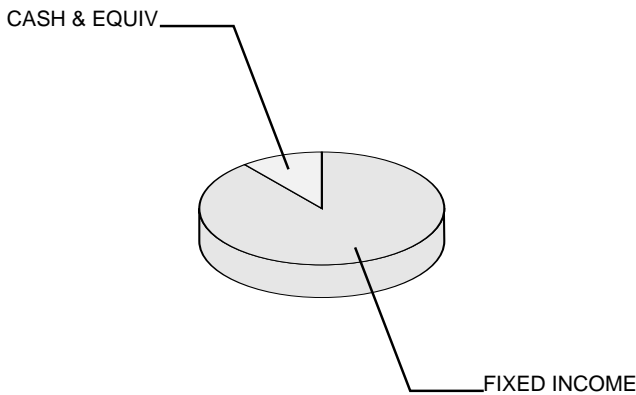
Account Number:
 Statement Period:

61-J004-01-2
 05/01/20 - 05/31/20

DEBRA FISHER
 1790 LOS GATOS ALMADEN
 SAN JOSE CA 95124

Fiduciary
 Chuen Ying Lee
 (408) 645-3234
Portfolio
 Michael D. Smith
 (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	443,958.34	11.5%
Fixed Income	3,433,887.96	88.6%
Total Portfolio	\$ 3,877,846.30	100.0%
Accrued Income	23,645.97	
Total Valuation	\$ 3,901,492.27	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 3,894,870.50	\$ 4,308,686.39
Income		
Interest.....	3,866.23	85,868.07
Purchased Income.....	-1,886.99	-9,940.46
Additions.....	0.00	200,000.00
Disbursements.....	-658.74	-1,702,807.04
Cash Transfers.....	0.00	8,700.00
Realized Gains/(Losses).....	1,885.24	-19,338.80
Change In Accrued Income.....	4,361.70	-1,163.39
Change In Market Appreciation/(Depreciation).....	-366.96	49,307.84
Non-Cash Asset Changes.....	-578.71	982,179.66
Ending Market Value	\$ 3,901,492.27	\$ 3,901,492.27



WBSD - OPERATING RESERVE

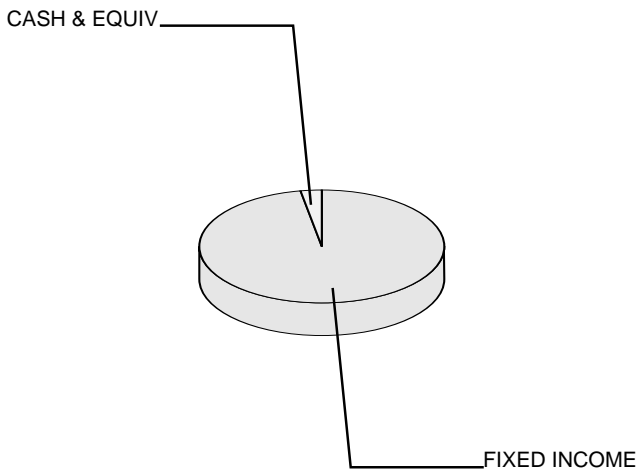
Account Number:
 Statement Period:

61-J236-01-0
 05/01/20 - 05/31/20

DEBRA FISHER
 1790 LOS GATOS ALMADEN
 SAN JOSE CA 95124

Fiduciary
 Chuen Ying Lee
 (408) 645-3234
Portfolio
 Michael D. Smith
 (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	323,959.91	3.4%
Fixed Income	9,130,343.00	96.6%
Total Portfolio	\$ 9,454,302.91	100.0%
Accrued Income	68,870.91	
Total Valuation	\$ 9,523,173.82	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 9,491,769.56	\$ 7,191,676.47
Income		
Interest.....	15,739.16	161,984.01
Purchased Income.....	-6,051.21	-35,170.56
Additions.....	0.00	1,300,000.00
Disbursements.....	-1,603.16	-1,409,075.04
Cash Transfers.....	0.00	9,000.00
Realized Gains/(Losses).....	1,083.57	19,057.46
Change In Accrued Income.....	8,994.69	30,848.06
Change In Market Appreciation/(Depreciation).....	12,589.27	106,890.84
Non-Cash Asset Changes.....	651.94	2,147,962.58
Ending Market Value	\$ 9,523,173.82	\$ 9,523,173.82



WBSD - RATE STABILIZATION RESERVE

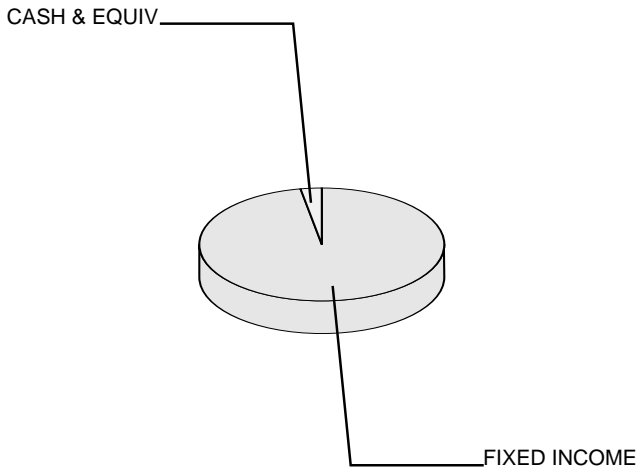
Account Number:
 Statement Period:

61-J252-01-7
 05/01/20 - 05/31/20

DEBRA FISHER
 1790 LOS GATOS ALMADEN
 SAN JOSE CA 95124

Fiduciary
 Chuen Ying Lee
 (408) 645-3234
Portfolio
 Michael D. Smith
 (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	36,660.79	2.6%
Fixed Income	1,356,669.78	97.4%
Total Portfolio	\$ 1,393,330.57	100.0%
Accrued Income	15,046.63	
Total Valuation	\$ 1,408,377.20	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 1,405,957.79	\$ 6,081,980.07
Income		
Interest.....	787.24	94,737.88
Purchased Income.....	-46.73	-1,426.21
Disbursements.....	-236.95	-1,560,591.50
Cash Transfers.....	0.00	-17,700.00
Realized Gains/(Losses).....	0.00	-5,003.35
Change In Accrued Income.....	3,140.80	-28,923.62
Change In Market Appreciation/(Depreciation).....	-2,061.41	28,340.70
Non-Cash Asset Changes.....	836.46	-3,183,036.77
Ending Market Value	\$ 1,408,377.20	\$ 1,408,377.20



WBSD - RECYCLED WATER CASH FLOW

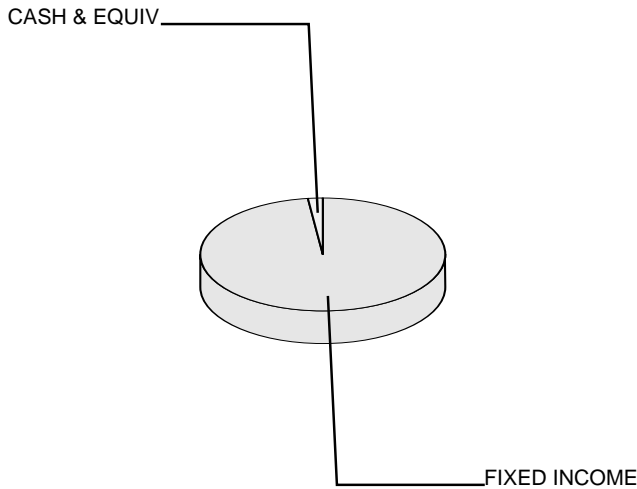
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 Statement Period:

61-J260-01-0
 05/01/20 - 05/31/20

DEBRA FISHER
 1790 LOS GATOS ALMADEN
 SAN JOSE CA 95124

Fiduciary
 Chuen Ying Lee
 (408) 645-3234
Portfolio
 Michael D. Smith
 (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	4,893.73	2.2%
Fixed Income	221,966.72	97.8%
Total Portfolio	\$ 226,860.45	100.0%
Accrued Income	1,206.86	
Total Valuation	\$ 228,067.31	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 227,455.68	\$ 223,524.55
Income		
Interest.....	6.66	3,927.18
Purchased Income.....	0.00	-915.81
Disbursements.....	-38.52	-424.48
Realized Gains/(Losses).....	0.00	0.00
Change In Accrued Income.....	386.29	675.85
Change In Market Appreciation/(Depreciation).....	334.20	1,187.43
Non-Cash Asset Changes.....	-77.00	92.59
Ending Market Value	\$ 228,067.31	\$ 228,067.31



WBSD - RECYCLED WATER SRF RESERVE

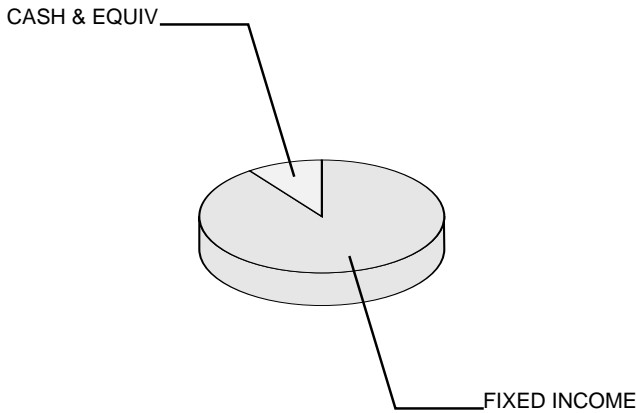
Account Number:
 Statement Period:

61-J264-01-2
 05/01/20 - 05/31/20

DEBRA FISHER
 1790 LOS GATOS ALMADEN
 SAN JOSE CA 95124

Fiduciary
 Chuen Ying Lee
 (408) 645-3234
Portfolio
 Michael D. Smith
 (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	89,156.04	10.5%
Fixed Income	760,499.36	89.5%
Total Portfolio	\$ 849,655.40	100.0%
Accrued Income	5,247.68	
Total Valuation	\$ 854,903.08	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 854,418.91	\$ 838,864.78
Income		
Interest.....	632.29	21,124.85
Purchased Income.....	-873.62	-3,414.34
Disbursements.....	-144.60	-1,590.69
Realized Gains/(Losses).....	0.00	2,941.80
Change In Accrued Income.....	1,578.92	325.91
Change In Market Appreciation/(Depreciation).....	-628.82	-3,276.69
Non-Cash Asset Changes.....	-80.00	-72.54
Ending Market Value	\$ 854,903.08	\$ 854,903.08

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 8**

To: Board of Directors

**From: Sergio Ramirez, Maintenance Superintendent
Phil Scott, District Manager**

**Subject: Consider Adoption Of Resolution Approving Amendment No.7
To The Maintenance Services Agreement Between West Bay
Sanitary District And The Town Of Woodside For Sanitary Sewer
Maintenance Services for The Town of Woodside And Authorize
The District Manager To Execute the Amended Agreement On
Behalf Of The District**

Background

In June of 2013 the District Manager and Vivian Housen, of VWH Associates provided the Board with an update regarding the potential of consolidating sewer services with agencies in our area and the progress of an Interagency Utility Coordination Study.

At that time the Board directed the District Manager and Ms. Housen to proceed with discussions with several agencies which could possibly lead to Interagency Maintenance Agreements as well as discussions with agencies that could possibly lead to other resource sharing arrangements including consolidation.

Several discussions were held with the Town of Woodside just to the north/west of the District. The Town formally issued a Request for Proposals (RFP) in April, 2014 for which the District submitted a proposal for the Operation and Maintenance of the Town of Woodside Sanitary System on May 9, 2014.

Upon reviewing the proposals the Town believed the District could be competitive in pricing and provide superior maintenance services that would lead to the overall improvement of the performance of their collection system. On July 22, 2014 the Town Council approved to enter into an agreement with the District to provide sewer system services based on the submitted proposal.

In December 2014 the District began performing sewer pipeline maintenance and close circuit television inspection for the Town's System. In November of 2017 the District began to perform Pump Station Maintenance Services to the Town's two pump stations.

Analysis

The Town has approximately 4 miles of collection system pipe and does not have responsibility for the laterals at this time. The Town had a contract with a private contractor for collection system maintenance which expired in 2014, prior to the District taking over the collection system activities.

The current maintenance agreement includes tasks to clean sewer lines, TV inspect the collection system, and respond to SSO's, and Pump Station Maintenance Services including emergency response.

The amendment is to extend the agreement through the 2020-2021 Fiscal Year and to reflect a 3% increase in the cost of collection system maintenance service for the year.

Relevance to Strategic Plan

Section 4.0 Strategic Partners and Public Affairs: Our objective is to foster beneficial relationships to accomplish the goals of the District and to insure a well-informed public regarding District business and planning. We will do this by embracing strategic ties with other organizations, working closely with regulators, developing a deliberate legislative agenda and participating in professional associations.

This amendment to the agreement works to accomplish the Board of Directors Vision *"We cooperate with strategic partners to provide best quality wastewater services"* within the Strategic Plan 2014, referencing the objectives in Sections 4.2 *Interagency Maintenance Agreements* and 4.3 *Consolidation*.

Fiscal Impact

The agreement could potentially generate a positive amount of approximately \$74,213.02 in revenue for the year. However, since the maintenance program is proving effective there have been few emergencies or problems to respond to which result in those included charges not being utilized. The revenue, even without responding to emergencies, would be sufficient to support the Town's required work at the District's fully loaded rate and recover the cost of the equipment and materials used including fuel.

Recommendation

The District Manager recommends the Board adopt the resolution approving Amendment #7 to the Maintenance Services Agreement between West Bay Sanitary District and the Town of Woodside for Sanitary Sewer Maintenance Services for an additional year and Authorize the District Manager to Execute the Amended Agreement on Behalf of the District.

Attachment:

1. Resolution ___ (2020)
2. Amendment No. 7
3. Existing Agreement between WBSD and Town of Woodside

RESOLUTION NO. _____(2020)

RESOLUTION APPROVING AMENDMENT #7 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN WEST BAY SANITARY DISTRICT AND THE TOWN OF WOODSIDE FOR SANITARY SEWER MAINTENANCE SERVICES AND AUTHORIZE THE DISTRICT MANAGER TO EXECUTE THE AMENDED AGREEMENT ON BEHALF OF THE DISTRICT.

WHEREAS, the West Bay Sanitary District Board has read and considered that certain Agreement ("Agreement") between the District and the Town of Woodside;

NOW, THEREFORE, the District Board of the West Bay Sanitary District, County of San Mateo, State of California, does hereby RESOLVE as follows:

Section 1. Public interest and convenience require the West Bay Sanitary District to enter the Agreement for Sanitary Sewer System Operations and Maintenance Services with a not-to-exceed amount of \$74,213.02 to provide sanitary sewer maintenance services, emergency call-out, and asset management services.

Section 2. The West Bay Sanitary District hereby authorizes the District Manager to execute the Amended Agreement #7, for the fiscal year 2020-2021, on behalf of the District and subject to legal review, between the West Bay Sanitary District and Town of Woodside.

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a regular meeting thereof held on 24th day of June, 2020, by the following votes:

Ayes:

Noes:

Absent:

Abstain:

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

Attest:

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

AMENDMENT #7 TO AGREEMENT FOR SANITARY SEWER MAINTENANCE SERVICES DATED June 24, 2020 BETWEEN THE TOWN OF WOODSIDE AND WEST BAY SANITARY DISTRICT

The above referenced agreement is hereby amended as follows:

The Town of Woodside (Town) seeks West Bay Sanitary District (District) to provide sanitary sewer operation and maintenance services. The purpose of this document is to amend the original Agreement with the District dated July 22, 2014 and to include both Sanitary Sewer and Pump Station Maintenance services for the Town through June 30, 2021.

This amendment is the Seventh Amendment to the Professional Services Agreement between the Town and the District for Sanitary Sewer Maintenance Services for the Town Center Sewer Assessment District (TCSAD) executed July 22, 2014. The specific services to be provided in the amendment to the contract are described in Exhibit "A". All work, including all labor, materials, and associated costs, shall be paid for at the rates established in Exhibit A.

The contract total amount is not to exceed SEVENTY FOUR THOUSAND TWO HUNDRED THIRTEEN DOLLARS AND TWO CENTS (\$74,213.02). This amendment is subject to the same provisions as the original agreement and is made a part of the agreement.

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

Date: _____

Date: _____

TOWN OF WOODSIDE

WEST BAY SANITARY DISTRICT

Kevin Bryant, Town Manager

Phil Scott, District Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jean Savaree, Town Attorney

Anthony P. Condotti, District Counsel

Exhibit A

SANITARY SEWER MAINTENANCE SERVICES for THE TOWN OF WOODSIDE by WEST BAY SANITARY DISTRICT

2020-2021 Sanitary Sewer O&M Proposal - Town of Woodside, CA					
RFP Task	Description	Quantity	Unit	Unit Price	Total
1.1	Sewer cleaning of 21,723 feet plus 1,432 of Hot Spots per year of sewer line - entire system.	23,155	Each	\$1.06	\$24,544.30
	1,432 feet of Hot Spot Cleaning (aka High Frequency) are done three additional times after initial Annual Cleaning. Performed Quarterly.	4,296	Quarters	\$1.16	\$4,983.36
2.1	CCTV inspection (and cleaning as-needed) related to SSOs or repairs. Assumes 5 incidents/year.	1,500	Linear Foot	\$1.88	\$2,820.00
	Annual CCTV inspection (cleaning as needed)	5,000	Linear Foot	\$1.88	\$9,400.00
3.1	West Bay will maintain the Town's Two (2) pump stations. This includes inspecting and routine maintenance of the Town Center and the La Questa pump stations.	51	Weekly	\$482.76	\$24,620.76
3.2	West Bay will pull the pumps and perform a thorough maintenance of the oils, impellers, volutes and wear rings. The annual inspection will include amp and current draws.	1	Annual	\$1,172.30	\$1,172.30
3.3	West Bay shall provided response to pump station alarms. The ISAC Telemetry System at the Town Center and the La Questa pump stations shall be programmed to call the West Bay Pump Facility Supervisor with the Operation Superintendent as back up, for pump station failures.	3	Per Incident	\$413.75	\$1,241.25
4.1	SSO Response including clearing stoppage, clean up, reports, etc. (collection system and pump stations)	3	Per Incident	\$1,136.73	\$3,410.19
4.2	Service Call Unplanned Responses - 3 hour minimum (additional hrs @ \$129.83 per/hr)	3	Per Incident	\$389.50	\$1,168.50
5	West Bay will provide a quarterly summary format that includes performance indicators that will be tracked and measured on a quarterly and annual basis.	4	Quarterly	\$213.09	\$852.36
Sanitary Sewer O&M Maintenance Baseline Cost, Tasks 1 through 5					\$74,213.02
Option 1	FOG Inspections and Documentation	5	Each	\$ 417.34	\$2,086.70
Option 2	FOG Outreach, up to 20 mailers	1	Each	\$ 139.11	\$139.11
Option 3	Manhole Root Foam	10	Each	\$ 125.00	\$1,250.00

AGREEMENT FOR SANITARY SEWER MAINTENANCE SERVICES

This Agreement is made and entered into as of the 22nd day of July 2014, by and between the Town of Woodside hereinafter called "TOWN" and West Bay Sanitary District, hereinafter called "CONTRACTOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That TOWN desires to engage CONTRACTOR to render certain services to provide sanitary sewer maintenance services for the Town Center Sewer Assessment District, including but not limited to maintaining pipelines and pump stations and responding to sanitary sewer overflows; and
- B. That CONTRACTOR is qualified to provide such services to the TOWN; and
- C. That the TOWN has elected to engage the services of CONTRACTOR upon the terms and conditions as hereinafter set forth.
 1. Services. The services to be performed by CONTRACTOR under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence on December 1, 2014, shall be extended by Town on an annual fiscal year basis (July 1 – June 30) when agreeable to both parties and shall expire upon notification in accordance with (b) below.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, TOWN shall compensate CONTRACTOR for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3.

In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of TOWN to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to TOWN hereunder.

3. Compensation; Expenses; Payment. TOWN shall compensate CONTRACTOR for all services performed by CONTRACTOR hereunder in accordance with the provisions of Exhibit B hereof, attached hereto and by this reference incorporated herein.

Compensation hereunder shall be payable upon monthly billing therefore by CONTRACTOR to TOWN, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event TOWN desires the performance of additional services not otherwise included within the services described in Exhibits A or B including the optional services indicated, such services shall be authorized in advance of the performance thereof by the Town Manager or Town Council in writing. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONTRACTOR shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONTRACTOR hereunder. Said records shall be available to TOWN for review and copying during regular business hours at CONTRACTOR's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONTRACTOR. CONTRACTOR represents that it has the necessary professional skills to perform the services required and the TOWN shall rely on such skills of the CONTRACTOR to do and perform the work. In performing services hereunder CONTRACTOR shall adhere to the standards generally

prevailing for the performance of professional services similar to those to be performed by CONTRACTOR hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to TOWN, become the property of TOWN.
9. Relationship of Parties. It is understood that the relationship of CONTRACTOR to the TOWN is that of an independent contractor and all persons working for or under the direction of CONTRACTOR are its agents or employees and not agents or employees of the TOWN.
10. Schedule. This agreement is for maintenance services on an annual basis. For budgeting purposes, the TOWN and CONTRACTOR agree to various types of services with annual cleaning requirements and minimal service call-out hours. CONTRACTOR shall adhere to the schedule to complete the work as set forth in Exhibits A and B; provided, that TOWN shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONTRACTOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONTRACTOR's officers or employees.

CONTRACTOR acknowledges the importance to TOWN of TOWN's maintenance scheduling requirements and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONTRACTOR shall defend (with legal counsel reasonably acceptable to the TOWN), indemnify and hold harmless TOWN and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONTRACTOR or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent that they arise out of or pertain to the negligence, recklessness or willful misconduct of CONTRACTOR, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall

not apply, however, to the extent that such Liabilities are caused solely by the negligence, recklessness, or willful misconduct of such Indemnitees. Additionally, CONTRACTOR shall not be required to indemnify, hold harmless or defend the TOWN for any Liabilities under the Clean Water Act or state law, including but not limited to fines, civil penalties, or legal and expert witness fees or costs that may arise from sewer system failures, overflows, or other damages or costs, provided that the failure, overflow, or other cause of the damage was not solely caused by the CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work specified by this Agreement.

12. Insurance. CONTRACTOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, and owned and non-owned and hired automobile liability insurance coverage relating to CONTRACTOR's services to be performed hereunder covering TOWN's risks in form subject to the approval of the TOWN Attorney and/or TOWN's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)

Concurrently with the execution of this Agreement, CONTRACTOR shall, on the Insurance Coverage form provided in Exhibit C, furnish TOWN with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after TOWN shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
 - (b) Providing that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
 - (c) Naming the TOWN of Woodside, its Council and Board respectively, officers, boards, commissions, employees, and agents, as additional insureds; and
 - (d) Providing that CONTRACTOR's insurance coverage shall be primary insurance with respect to TOWN, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by TOWN for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONTRACTOR's insurance and not contributory with it.
13. WORKERS' COMPENSATION. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the TOWN setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the TOWN and CONTRACTOR in writing, by first class mail, postage prepaid, addressed as follows:

TOWN: TOWN of Woodside
2955 Woodside Road
Woodside, CA94062
Attention: Paul T. Nagengast
Deputy Town Manager

CONTRACTOR: Phil Scott, District Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025-3486

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
21. Conflict of Interest. CONTRACTOR may serve other clients, but none who are active within the TOWN of Woodside or who conduct business

that would place CONTRACTOR in a "conflict of interest" as that term is defined in State law.

22. Entire Agreement. This Agreement, including Exhibits A, B and C comprise the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

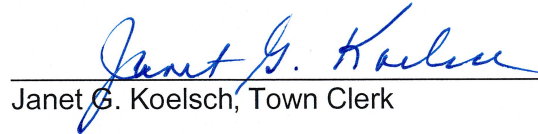
TOWN OF WOODSIDE:

Dated: 11/12/14


Kevin Bryant, Town Manager

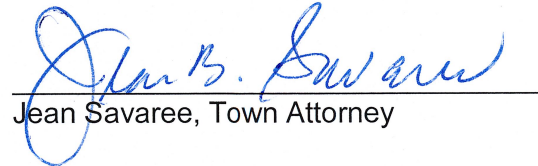
ATTEST:

Dated: 11/14/14


Janet G. Koelsch, Town Clerk

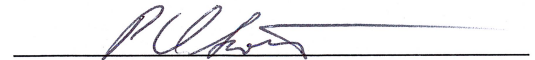
APPROVED AS TO FORM:

Dated: 11/14/14


Jean Savaree, Town Attorney

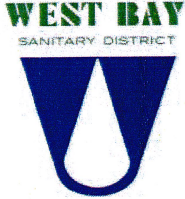
CONTRACTOR:

Dated: 10-28-14


Phil Scott, District Manager
West Bay Sanitary District


Anthony P. Condotti, District Counsel

EXHIBITS A-B
SCOPE OF WORK
AND FEE



Serving Our Community Since 1902

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

PHIL SCOTT
District Manager

In reply, please refer to our
File No.

July 8, 2014

Paul T. Nagengast, P.E.
Deputy Town Manager
2955 Woodside Road
Woodside, CA 94062

Subject: Amended Proposal for Sanitary Sewer Maintenance Services for the Town Center Sewer Assessment District (TCSAD)

Dear Mr. Nagengast:

Thank you for meeting with us last week to discuss our proposal for sanitary sewer maintenance services. As requested, this letter amends the original proposal as summarized below. An updated scope of services and detailed cost breakdown are attached for your review and use.

Changes to Proposed Scope of Work:

- Maintenance of both pump stations will be completed by CSMS until the Town Center Pump Station upgrade project is completed. West Bay Sanitary District (West Bay) will provide consultation during project design. It is anticipated that the upgrade project will continue beyond the initial term of this agreement.
- The SSO Response item has been separated into three tasks: Collection System SSOs, Pump Station SSOs, and Maintenance Call-Outs. Each task includes an hourly, on-call rate. Pump Station Alarm response is presented as Option 1.
- Optional scope and budget have been added to update and implement the Town's Fats, Oils, and Grease (FOG) control program.
- Development of electronic maps is not included in the scope. However, West Bay will record relevant information in the Computerized Maintenance Management System database as it is gathered, in support of any future mapping effort by the Town.
- West Bay will assist the Town in updating the Sewer System Management Plan, and completing the 2012-13 Biennial SSMP Audit.

We are excited about this opportunity to provide sewer maintenance services to the Town. Please call me at (650) 321-0384 or sramirez@westbaysanitary.org if you have questions or would like additional information.

Sincerely,
West Bay Sanitary District

Sergio Ramirez
Project Manager

cc: PLS, BHK, FILE

SERVING AREAS IN MENLO PARK, ATHERTON, PORTOLA VALLEY, EAST PALO ALTO, REDWOOD CITY, WOODSIDE AND UNINCORPORATED SAN MATEO AND SANTA CLARA COUNTIES

Exhibit A 1 of 2

Revised Task List and Proposed Cost

Task	Description	Proposed Cost
Task 1. Review Existing Data, Documents and Policies	West Bay will review the existing information listed in the RFP, and will also meet with CSMS, as available, to obtain historical information about the system.	Included Below
Task 2. Integrate Town Facilities into Maintenance Strategy. Based on the information gathered in Task 1, West Bay will integrate cleaning and CCTV inspection activities into its current system-wide maintenance strategy.	West Bay will integrate the Town's sewer collection system into its current maintenance strategy, as described in Section IV of the original proposal. Subtasks include:	
	Task 2.1 Sewer cleaning of pipe on an annual basis, including 16,277 lf of mainline pipe and 2,640 lf per quarter of additional hot spots, developing a progressive cleaning strategy (to move pipes on and off of the hot spot list) using CMMS, and conducting QA/QC of cleaning activities through CCTV inspection.	\$22,975
	Task 2.2 CCTV Inspection of 1,000 lineal feet of previously uninspected pipelines to be identified by the Town, plus 4,000 lineal feet of pipe annually. This budget includes five additional CCTV inspections post-SSO or post-repair, following West Bay standard operating procedures. All inspections will follow NASSCO PACP standards.	\$11,315
	Task 2.3. Pump station maintenance will be completed by others during the initial term of this agreement. Pump station SSO response and assistance during design and construction of pump station upgrades are described below as an optional service.	\$0
Task 3 Sanitary Sewer Overflow Response and Reporting Support for Collection System or Pump Stations	Task 3.1. West Bay will follow the Town's Sewer System Management Plan and Overflow Emergency Response Plan in responding to and conducting initial reporting of up to three sanitary sewer overflows . The Town will serve as the Legally Responsible Official (LRO).	\$2,942 Or \$326.85 per hour; 3 hour minimum during non-work hours.
	Response will be initiated within 60 minutes from notification. Following the SSO and subsequent CCTV inspection, West Bay will recommend follow-up actions. Task 3.2. This task also includes budget for three maintenance call-outs separate from SSO response.	\$1,008 \$105 per hour after first 3 hours
Task 4. Progress Reports	At the beginning of the project, we will develop a standard monthly summary format that includes the performance indicators that will be tracked and measured on a monthly and annual basis. These indicators will correlate closely to the measures that are described in Element 9 of the Town's SSMP. If these elements are not yet defined, we will assist the Town in developing a list that follows Regional Board expectations. The summaries will document issues and provided recommendations to address these issues.	Included Above
Total Baseline Cost (Task 1 - 4)		\$38,239
Optional Task 1. Additional Pump Station Response	Response shall be provided to three pump station alarms . The auto dialer at the Town's main pump station could be programmed to call the West Bay pump facility supervisor with the West Bay maintenance superintendent as back up, in case of a pump station problem or failure, if the Town requests that West Bay serve as the First Responder.	\$1,008 \$120 per hour after first 3 hours
Optional Task 2. Pump Station consultation during design activities	West Bay will provide up to ten hours of consultation on the Town Center Pump Station Improvements Project, including attending meetings and conducting design reviews from an O&M perspective.	\$950
Optional Task 3. Fats, Oils, and Grease Control Program Assistance	This task includes inspection of up to five Food Service Establishments and other FOG-producing businesses, documentation, and recommendations for enforcement. West Bay will also implement FOG outreach, which includes the distribution of up to 20 FOG-prevention mailers .	\$1,920
Optional Task 4. Sewer System Management Plan Update	West Bay will engage V. W. Housen & Associates (VWHA) to update the Town's Sewer System Management Plan. The cost for this work will be finalized through discussions with Town staff, and varies depending on the level of detail that is desired in the SSMP document. This task includes completion of the mandatory 2014 SSMP Audit.	\$7,000 to \$10,000
Optional Task 5. Point Repairs (including Trenchless Spot Repairs)	West Bay has the expertise and equipment, and is available to assist the Town with point and spot repairs. We will advise the Town as to whether each repair can be addressed through a "Pipe Patch" approach, or will require a dig-up. Our experience with both methods of repair is described further in Section IV of the original proposal.	Per Repair. See Appendix A from Original Proposal.



Exhibit A 2 of 2

West Bay Sanitary District
 Proposal for Sanitary Sewer Maintenance Services for TCSAD
 Amended July 2014

2014-2015 Sanitary Sewer O&M Proposal - Town of Woodside, CA					
RFP Task	Description	Quantity	Unit	Unit Price	Total
2.1	Sewer cleaning and flushing of 16,277 feet per year of sewer line - entire system	1	Each	\$14,974.84	\$14,974.84
	Hot Spot Cleaning (aka High Frequency) - 2,640 ft quarterly; 1st quarter cleaning included in Item #1	3	Quarters	\$2,666.40	\$7,999.20
2.2	CCTV inspection and cleaning related to lines previously determined as "inaccessible"	1,000	Linear Foot	\$2.35	\$2,350.00
	CCTV inspection (and cleaning as-needed) related to SSOs or repairs. Assumes 5 incidents/year.	1,500	Linear Foot	\$1.63	\$2,445.00
	Annual CCTV inspection (cleaning as needed)	4,000	Linear Foot	\$1.63	\$6,520.00
2.3	Operation and Maintenance of 2 pump stations ~ 2 visits per week each station	Completed by Others (CSMS)			
3.1	SSO Response including clearing stoppage, clean up, reports, etc. (collection system and pump stations)	3	Per Incident	\$980.55	\$2,941.65
	Alternative Hourly Rate (3-person crew plus equipment, 3 hour minimum)	1	Hour	\$326.85	
3.2	Service Call Unplanned Responses - 3 hour minimum (additional hours @ \$105 per/hr)	3	Per Incident	\$336.00	\$1,008.00
Baseline Cost, RFP Tasks 1 through 4					\$38,238.69
Option 1	Pump Station Alarm Response - 3 hour minimum (additional hours @ \$120 per/Hr)	3	Per Incident	\$336.00	\$1,008.00
Option 2	Pump Station Consultation. WBSD staff involvement during design activities.	10	Hours	\$95.00	\$950.00
Option 3	FOG Control Support Services:				
3a	FOG Inspections and Documentation	5	Each	\$360.00	\$1,800.00
3b	Neighborhood Outreach, up to 20 mailers	1	Each	\$120.00	\$120.00
Option 4	Initial Update of SSMP plus SSMP Audit	.1	Each	\$7,000 to \$10,000 Depending on Level of Detail	

Exhibit B 1 of 2

Example Unit Costs for Point and Spot Repairs

Unit Rates	
Labor:	
Maintenance Worker:	\$102/hr
Rehab Tech:	\$91/hr
Maintenance Worker:	\$59/hr
Equipment:	
Backhoe	\$25/hr
Roller	\$10/hr
Utility Truck	\$22/hr
Material: Cost plus Markup	

Open Trench Repair Estimate (Typical 5 foot Repair 6 feet deep)	
Labor:	\$3,000
Material:	\$600
Equipment:	\$400
Total:	\$4,000

PipePatch CIPP Repair Estimate		
Labor:		\$700
Material:		
6x24 Patch Kit	\$	400.00
6x48 Patch Kit	\$	600.00
8x24 Patch Kit	\$	500.00
8x48 Patch Kit	\$	800.00
Equipment:		\$200
Total:		
6x24 Patch	\$	1,300.00
6x48 Patch	\$	1,500.00
8x24 Patch	\$	1,400.00
8x48 Patch	\$	1,700.00

** Example Unit Costs for Optional Open Trench and CIPP Spot Repairs
(Actual Costs May Vary, Depending on Site Conditions)



Exhibit B 2 of 2

EXHIBIT C
INSURANCE FORMS

CERTIFICATE OF COVERAGE		30-Oct-2014
PRODUCER Alliant Insurance Services, Inc. 100 Pine Street 11th Floor San Francisco, CA 94111 (415) 403-1400	THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
INSURED West Bay Sanitary District Member of CSRMA 500 Laurel Street Menlo Park, CA 94025-	97	
MEMORANDUM OF COVERAGE NUMBER CSL WBSD 1314 1	PROGRAM AFFORDING COVERAGE California Sanitation Risk Management Authority (C.S.R.M.A.)	
COVERAGES		
THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT: PUBLIC ENTITY LIABILITY IS DEFINED IN THE MEMORANDUM(S) OF COVERAGE ON FILE WITH THE ENTITY, AND COPIES ARE AVAILABLE ON REQUEST.		
Type Of Coverage:	EffectiveDate	ExpirationDate
Public Entity Liability Including:		S.I.R.
		Deductible
		Liability Limit Per Occurrence
General Liability (Coverage)		
General Liability	31-Dec-2013	31-Dec-2014
Products/Completed Operations		-
Contractual Liability		\$25,000
		\$2,000,000
Automobile Liability (Coverage)		
Owned Automobiles	31-Dec-2013	31-Dec-2014
Non-Owned Automobiles		-
Hired and Non-Owned Auto		\$25,000
		\$2,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS		
THE HOLDER IS NAMED AS AN ADDITIONAL COVERED PARTY PER THE MEMORANDUM OF COVERAGE WITH RESPECTS TO THE SANITARY SEWER MAINTENANCE SERVICES FOR THE TOWN CENTER SEWER ASSESSMENT DISTRICT (TCSAD). COPIES OF THE MEMORANDUM OF COVERAGE ARE AVAILABLE UPON REQUEST.		
CERTIFICATE HOLDER		
Town of Woodside 2955 Woodside Road Woodside, CA 94062 Attn: Paul T. Nagengast (Deputy Town Manager)	17376 - 240	CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.
		AUTHORIZED REPRESENTATIVE

**CALIFORNIA SANITATION RISK MANAGEMENT
AUTHORITY**

ADDITIONAL COVERED PARTY ENDORSEMENT

This Endorsement forms a part of the Memorandum Of Coverage issued by the CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY.

ADDITIONAL COVERED PARTY: Town of Woodside

CSRMA MEMBER ENTITY: West Bay Sanitary District

DESCRIPTION OF ACTIVITY: Sanitary Sewer Maintenance Services for the Town Center Sewer Assessment District (TCSAD).

DATE(S) OF ACTIVITY: 10/30/2014 - 12/31/2014

LOCATION OF ACTIVITY: Town of Woodside

MAXIMUM COVERAGE LIMIT: \$2,000,000

DEDUCTIBLE: \$25,000

The person or organization first named above is added as an ADDITIONAL COVERED PARTY pursuant to Section III(A), "Definitions" and Section VII, "Covered Parties." Coverage is provided through participation in a risk sharing joint powers authority, for general and automobile liability as defined in the Memorandum of Coverage.

The coverage being provided by this Endorsement is limited to "occurrences" arising out of the activity or location described, and the time period indicated herein, and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage. Pursuant to Section III (A), the person or entity named above is only an Additional Covered Party with respect to operations performed by or on behalf of the CSRMA MEMBER ENTITY, or facilities owned or used by the CSRMA MEMBER ENTITY.

Coverage is in effect for the DATE(S) OF ACTIVITY indicated above and will not be cancelled or allowed to expire at a date other than the last date indicated except upon 30 days' written notice to the Additional Covered Party.

Date issued: 10/30/2014



Authorized Representative

CERTIFICATE OF INSURANCE					30-Oct-2014	
PRODUCER		<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>				
<p>Alliant Insurance Services, Inc. 100 Pine Street 11th Floor San Francisco, CA 94111 (415) 403-1400</p>						
INSURED	<p>West Bay Sanitary District Member of CSRMA 500 Laurel Street Menlo Park, CA 94025-</p>	<p>INSURERS AFFORDING COVERAGE</p> <p>Please refer to Coverages section below.</p>				
97						
COVERAGES						
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
CoverageType	Insurer	Policy	EffectiveDate	ExpirationDate	LimitType	Amount
Workers Compensation and Employer Liability						
	Safety National Casualty Corporation	SP 4050951	01-Jul-2014	01-Jul-2015	Statutory	
					E.L. Each Accident	\$1,000,000
					Disease - Each Employee	\$1,000,000
					S.I.R.	\$750,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS						
<p>THIS CERTIFICATE IS ISSUED FOR EVIDENCE OF COVERAGE ONLY WITH RESPECTS THE SANITARY SEWER MAINTENANCE SERVICES FOR THE TOWN CENTER SEWER ASSESSMENT DISTRICT (TCSAD).</p>						
IMPORTANT	<p>If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>					
DISCLAIMER	<p>The Certificate of Insurance on this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.</p>					
CERTIFICATE HOLDER			CANCELLATION			
<p>Town of Woodside 17376 - 2401 2955 Woodside Road Woodside, CA 94062 Attn: Paul T. Nagengast (Deputy Town Manager)</p>			<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>			
			<p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"></p>			

CERTIFICATE OF COVERAGE		30-Oct-2014
PRODUCER Alliant Insurance Services, Inc. 100 Pine Street 11th Floor San Francisco, CA 94111 (415) 403-1400	THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
INSURED West Bay Sanitary District Member of CSRMA 500 Laurel Street Menlo Park, CA 94025-	97	
MEMORANDUM OF COVERAGE NUMBER CSWC WBSB 1415 1	PROGRAM AFFORDING COVERAGE California Sanitation Risk Management Authority (C.S.R.M.A.)	
COVERAGES		
THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT: PUBLIC ENTITY LIABILITY IS DEFINED IN THE MEMORANDUM(S) OF COVERAGE ON FILE WITH THE ENTITY, AND COPIES ARE AVAILABLE ON REQUEST.		
Type Of Coverage:	EffectiveDate	ExpirationDate
Public Entity Liability Including:		S.I.R.
		Deductible
		Liability Limit Per Occurrence
Worker's Compensation (Coverage)		
Limit	01-Jul-2014	01-Jul-2015
		-
		-
		\$750,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS THIS CERTIFICATE IS ISSUED FOR EVIDENCE OF COVERAGE ONLY WITH RESPECTS THE SANITARY SEWER MAINTENANCE SERVICES FOR THE TOWN CENTER SEWER ASSESSMENT DISTRICT (TCSAD).		
CERTIFICATE HOLDER	CANCELLATION	
Town of Woodside 2955 Woodside Road Woodside, CA 94062 Attn: Paul T. Nagengast (Deputy Town Manager)	17376 - 2402	SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.
		AUTHORIZED REPRESENTATIVE 



WEST BAY SANITARY DISTRICT AGENDA ITEM 9

To: *Board of Directors*

From: *Sergio Ramirez, Operations Superintendent*

Subject: *Consider Adoption Resolution to Approve Amendment #7 to the Agreement for Root Foaming Services with Duke's Root Control Inc., and Authorize the District Manager to Execute Said Amendment*

Background

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

Over the past 10 years the District's experience in the use of chemical root control to reduce SSO's in root infested sewer lines, has been extremely successful. In the areas where the root foam treatment has been used, the District has experienced two SSOs in the past 10 years (zero this year) where we previously experienced up to 14 SSO's per year prior to the root foam treatment.

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

Analysis

Due to the success of the root foam treatment, the approved budget allows for a continuation of the program and was funded at \$217,520. Duke's Root Control agreed to lower their per foot price for the last four years. This year, however, Duke's Root Control raised their price by 10%. After negotiating their proposed price increase we agreed to pay a 9% increase while reducing the amount of pipe footage the District will treat in this year's Phase 3.

Since the discussion with the District Board at the May 13th, 2020 budget workshop, staff eliminated from the root foam schedule in Phase 3, lines that had recently been replaced by the CIP program which resulted in significantly less pipe that needs to be treated this year. Staff will continue to revisit each Phase of the treatment program to deduct the footage of pipe scheduled for treatment that has been replaced through the CIP program. Staff is pleased to see the fruits of the District's persistent CIP program and reap the benefits of ongoing savings to the maintenance operation.

With the approved budget on June 10th, 2020, the District will be able to re-treat Phase

3 which covers primarily the Atherton and Unincorporated Menlo Park areas near Middlefield Road in Menlo Park.

Staff recommends this amendment to the original contract based on a significantly competitive price (District is paying two cents more per foot for six and eight inch treated pipe than it did with the original contract in 2010) and the proven success of the current contractor in helping eliminating SSO's in rooted pipe.

In 2010 the District's bid price was \$1.10/ft. for six and eight inch pipe, two cents lower than it is today at \$1.12/ft. According to several bids for the City of Oakland, the Town of Los Altos Hills and the City of Burlingame, the going rate ranges between \$1.09 and \$1.60 per foot making the District's price competitive with other agencies.

Duke's Root Control is the oldest, largest and most experienced sewer root control company in the U.S. They have logged over 10,000,000 feet of experience across several hundred projects. All of Duke's work is backed by a money-back guarantee against stoppages due to live roots.

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

Additionally, the District is responsible for the service connections to the lower sewer laterals. The amendment allows to treat seventy (70) preselected sewer laterals for the benefit of the District's sewer mains. Treating the roots in the lower sewer laterals removes roots from the lateral, service connections, and helps reduce stoppages and sanitary sewer overflows from the mainlines. Treating the lower sewer laterals also reduces after hour service calls helps manage overtime usage. Cost to treat a lower sewer lateral is \$125 per lateral, far below the overtime rate spent to respond to an afterhours call.

Fiscal Impact

Due to District Staff negotiations with Duke's Root Control over the past 10 years, the price the District pays for root foaming has remained extremely competitive. Dukes has routinely agreed to give the District one of their best price offers of any other agency even though we are a comparatively small District.

The fiscal impact to the District is \$120,200.48 plus a 10% contingency, if needed. This cost has been allocated in the General Fund budget approved on June 10th, 2020.

Recommendation

The District Manager requests the Board approve amendment #7 to the agreement for Root Foaming Services with Duke's Root Control Inc. for \$120,200.48, with 10% contingency and extend the contract for one year, and authorize the District Manager to execute said amendment.

Attachment: Amendment #7 to agreement for Root Foaming Services, 2010 Root Foaming Services Agreement, Resolution (2020), Root Control Program Map All Phases

AMENDMENT #7 TO AGREEMENT FOR

ROOT FOAMING SERVICES FOR WEST BAY SANITARY DISTRICT

WEST BAY SANITARY DISTRICT (District) has engaged Duke's Root Control, Inc. to provide sewer line preventive maintenance root foaming treatment services to designated sewer lines within the District’s service boundaries. The purpose of this document is to amend the original Agreement with the District dated May 26, 2010, and to extend the contract for one more year in order to take advantage of a competitive price from the original contract.

This amendment dated this 24th day of June, 2020 is the seventh amendment to the Agreement. This amendment will comprise work identified as Root Foaming Services (2020-21) of the budget. The specific locations for root foam treatment services in the extension to the contract will be provided on maps provided under a separate cover. A summary of the services is listed below. The unit costs are extended from the previous contract amounts. The District may identify additional lines or manholes to require root foam treatment that may be added to the listed totals during this work.

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

Phase III Root Foaming Treatment 2020-21

PIPE SIZE	UNIT PRICE PER LINEAR FOOT	ESTIMATED FOOTAGE	EXTENDED PRICE
6 inch	\$1.12/ln ft	81,063	\$90,790.56
8 inch	\$1.12/ln ft	11,973	\$13,409.76
10 inch	\$1.36/ln ft	5,105	\$6,942.80
12 inch	\$1.36/ln ft	226	\$307.36
Lower Lateral Foaming	\$125.00	70	\$8,750.00
Total Footage		98,367	\$120,200.48
		10% Contingency	\$12,020.05
		Total Price	\$132,220.53

(Total Price in words)

One Hundred Thirty Two Thousand Two Hundred and Twenty Two Dollars and Fifty Three Cents.

The FY 2020-21 new contract total amount is Not To Exceed \$132,220.53. This work is to be completed by October 31, 2020. This amendment is subject to the same provisions as the original agreement and is made a part of the Agreement.

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

Dated _____, 2020

Dated _____, 2020

DUKE'S ROOT CONTROL, INC.

WEST BAY SANITARY DISTRICT

Signature

Signature

William J. Anderson

Phil Scott

Printed Name

Printed Name

Vice President

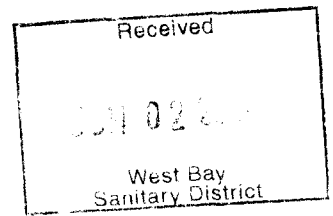
District Manager

Title

Title

APPROVED AS TO FORM:

Anthony P. Condotti, District Counsel



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

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

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

1. SCOPE OF SERVICES AND SPECIFICATIONS

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

2. COMPLIANCE WITH LAW

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

3. LICENSES, PERMITS, CERTIFICATIONS, FEES & ASSESSMENTS

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

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

4. FAMILIARITY WITH WORK

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

5. FURTHER RESPONSIBILITIES OF PARTIES

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

6. ADDITIONAL SERVICES

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

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

7. TERM OF AGREEMENT

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

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

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

8. COMMENCEMENT OF WORK

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

9. COMPENSATION

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

10. PAYMENT

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

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

11. PAYMENTS WITHHELD

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

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

12. RECOVERY

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

13. SCHEDULE OF PERFORMANCE

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

14. FORCE MAJEURE

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

15. GENERAL OBLIGATIONS OF CONTRACTOR

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

16. CONTRACT OFFICER

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

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

17. SUBCONTRACTING

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

18. INTEREST OF CONTRACTOR

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

19. RECORDS

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

20. AMENDMENTS

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

21. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

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

22. NOTICES

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

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

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

23. INSURANCE REQUIREMENTS

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

24. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

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

Termination by DISTRICT for Default of CONTRACTOR

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

Termination by CONTRACTOR for Default by DISTRICT

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

Termination by DISTRICT for Lack of Budgeted Funds

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

Termination for Failure to Make Agreed-Upon Payments

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

Termination by DISTRICT for Change of CONTRACTOR'S Tax Status

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

Voluntary Termination

The parties may terminate this CONTRACT upon mutual written Agreement.

In the Event of Termination

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

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

25. INDEMNITY

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

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

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

26. PAYMENT OF PREVAILING WAGES

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

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

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

27. PROHIBITION AGAINST EMPLOYMENT DISCRIMINATION

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

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

28. WORKERS COMPENSATION

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

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

29. ENTIRE AGREEMENT

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

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

30. PARTIAL INVALIDITY

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

31. WAIVER

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

32. AUDIT

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

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

33. GOVERNING LAW

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

34. HEADINGS NOT CONTROLLING

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

35. BUSINESS LICENSE

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

36. ATTORNEYS' FEES

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


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

Dated May 26, 2010


Dated June 3, ²⁰¹⁰2009

DUKE'S ROOT CONTROL, INC.

WEST BAY SANITARY DISTRICT



Signature



Signature

William J. Anderson
Printed Name

Phil Scott
Printed Name

Vice President
Title

District Manager
Title

~~APPROVED AS TO FORM:~~



Anthony P. Condotti, District Counsel

**EXHIBIT A
SCOPE OF SERVICES**

SEWER LINE CHEMICAL ROOT CONTROL

TECHNICAL SPECIFICATIONS

1. GENERAL

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

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

2. CONTRACTOR RESPONSIBILITIES

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

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

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

3. GUARANTEE

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

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

4. COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL

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

A. Active ingredient:

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

Surfactant system:

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

5. MANNER OF APPLICATION

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

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

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

6. PROPERTY DAMAGES CAUSED BY THE CONTRACTOR

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

7. PROTECTION OF WASTEWATER TREATMENT PLANT

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

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

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

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

8. POLLUTION AND LIABILITY INSURANCE

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

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

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

9. COMPLIANCE WITH LAWS

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

10. QUALIFICATIONS

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

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

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

11. ASSISTANCE PROVIDED BY THE DISTRICT:

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

12. SUBSTITUTES AND PROVEN EQUIVALENTS

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

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

**EXHIBIT B
SCHEDULE OF COMPENSATION**

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

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

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

**EXHIBIT C
INSURANCE REQUIREMENTS**

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

Minimum Scope of insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability (Including operations, products and completed

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

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

2. Automobile Liability:

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

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

(Exhibit C – page 2)

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

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

(Exhibit C – page 3)

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

Waiver of Subrogation

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

**EXHIBIT D
SPECIAL REQUIREMENTS**

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

Contractor Name: Duke's Root Control, Inc.

Contractor's California Pesticide Business License #: 32297

Contractor Federal Department of Transportation #: 1559146

Name of Proposed Chemical Root Control Agent: Razorotooer II

USEPA Root Control Agent Registration #: 6489-8

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

Does the Contractor have Pollution Liability Insurance as specified? Yes

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

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

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

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

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

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

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

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

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

REFERENCE PAGE

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

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

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

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

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

TOTAL FOOTAGE TREATED: 10,000,000

RESOLUTION NO. _____ (2020)

RESOLUTION AUTHORIZING THE DISTRICT MANAGER TO EXECUTE AMMENDMENT #7 TO THE EXISITING AGREEMENT FOR ROOT FOAMING SERVICES BY AND BETWEEN WESTBAY SANITARY DISTRICT AND DUKE'S ROOT CONTROL INC.

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

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

WHEREAS, the Scope of Services describes the anticipated work to be completed by Duke's Root Control Inc for an amount of \$120,200.48 per year for an extended period of one year; and

WHEREAS, additional work is allowed within the 10% contingency, if needed, not to exceed \$132,220.53.

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

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a special meeting thereof held on 24th day of June, 2020, by the following votes:

Ayes:

Noes:

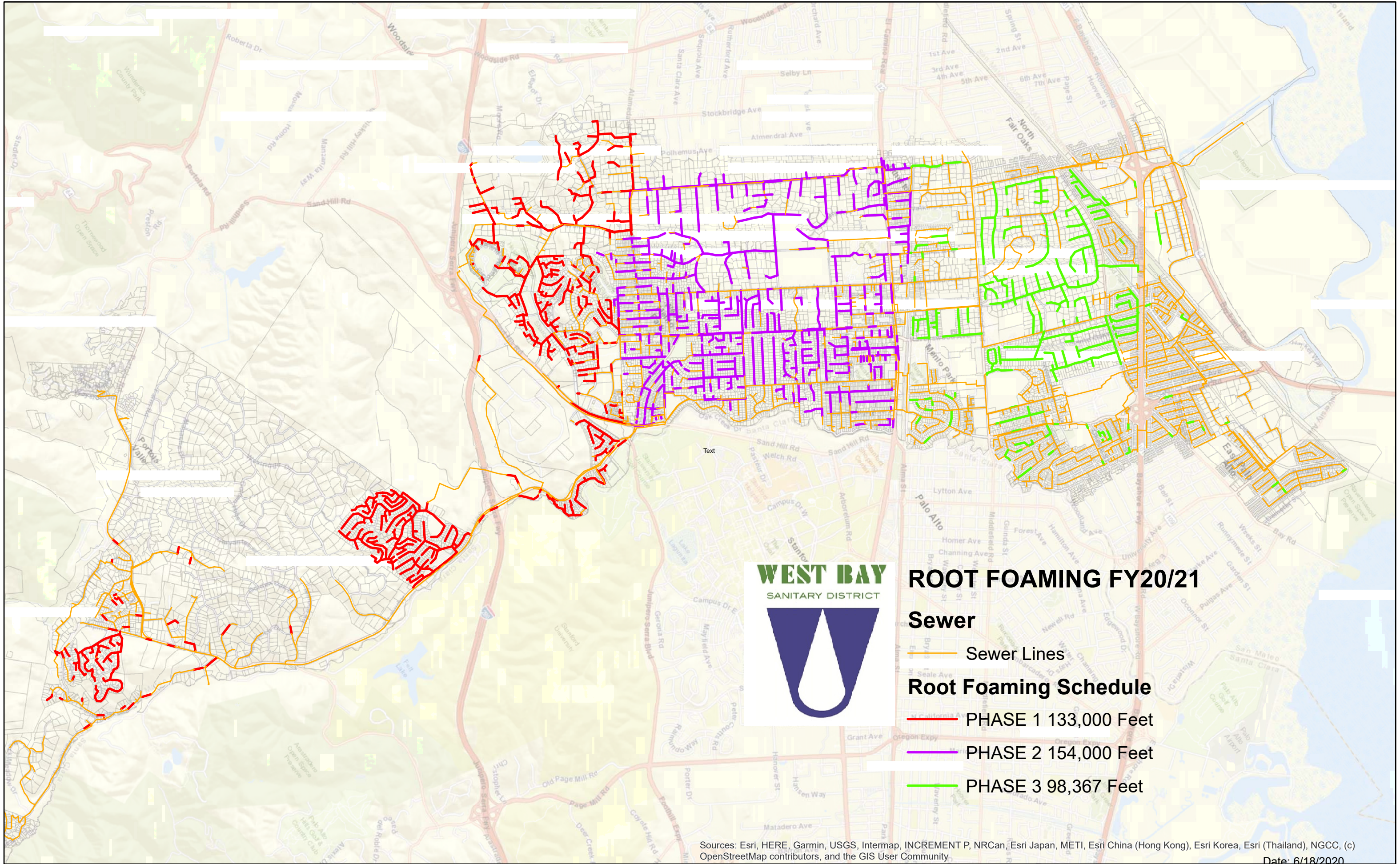
Absent:

Abstain:

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

Attest:

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



WEST BAY SANITARY DISTRICT
ROOT FOAMING FY20/21

Sewer

— Sewer Lines

Root Foaming Schedule

— PHASE 1 133,000 Feet

— PHASE 2 154,000 Feet

— PHASE 3 98,367 Feet

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

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WEST BAY SANITARY DISTRICT AGENDA ITEM 10

To: *Board of Directors*

From: *Phil Scott, District Manager*
Sergio Ramirez, Operations Superintendent

Subject: *June 24th Update Report on District Response to Corona Virus*

Background

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

Analysis

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

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

Social Distancing: District staff has employed several measures related to Social Distancing including; limiting meeting size to 10, marking seating spots at tables with 6 foot separation, signage encouraging 6 foot distancing, separation of reporting stations to include the FERRF, Plexi-glass shields at the counter and between workspaces that cannot achieve 6 foot distancing, and closing of the District Office to the public unless by appointment.

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

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

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

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

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

The District will now be faced with transitioning back to normal operations. The District Office is expected to re-open in the next week or two. Construction activities are increasing and inspections are being scheduled much more frequently. Social Distancing and PPE will continue to be key elements of District life for the foreseeable future.

May 27 update: The District has opened the office to the public on Tuesdays and Thursdays. Stickers on the floors and notices on the doors and shields at the counters have been placed to remain compliant with the Health Dept. Wipes and signs have

been placed in the bathrooms. All the departments except Administration have returned to normal work hours (which are mostly 9/80 schedule but crews are still separated with the Satellite Office/Corp Yard. As a result of these changes have updated the COVID 19 response plan and affixed to entry doors as required.

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

June 24 update: As of Friday, June 11 the Administration Office was open by appointment. Office hours continue to be open Monday through Thursday 9am to 3pm. Staff is continuing to make a concerted effort to be available to the public and contractors for business.

Fiscal Impact

While there has been considerable expense to implementing some of the COVID 19 mitigation measures such as; converting the FERRF office space (approx. \$2,000), purchasing PPE for stock (\$8,000 to \$10,000), Public Outreach (\$10,500), Zoom Meeting Equipment (approx. \$6,000) these expenses can thus far be absorbed in the Operating budget due to staff's constant frugal spending practices. The FY2020-21 Budget won't be substantially impacted by the effects of the national COVID 19 response but the following FY2021-22 Budget will be affected to a yet undetermined amount in loss of revenue in the Commercial sector due to the current Shelter in Place mandate.

Recommendation

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

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WEST BAY SANITARY DISTRICT AGENDA ITEM 11

To: *Board of Directors*

From: *Phil Scott, District Manager*

Subject: *Discussion and Direction on Recycled Water Projects – Sharon Heights and Bayfront, Including Project Status*

A discussion will be held on the Recycled Water Projects – Sharon Heights and Bayfront Facility and other events related to the recycled water project including financing, design/build issues and grant applications. The Board will have opportunity to provide direction to staff and legal counsel.

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.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 12**

To: Board of Directors

From: Phil Scott, District Manager

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

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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 13**

To: Board of Directors

From: Phil Scott, District Manager

**Subject: Report & Discussion on Silicon Valley Clean Water (SVCW),
Including Discussion on SVCW CIP Program and Financing**

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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 15**

To: Board of Directors

**From: Phil Scott, District Manager
Debra Fisher, Finance Manager**

**Subject: Consider Adoption of Resolution Establishing Rates of Pay and
Related Compensation Provisions**

Background

This item appears before the Board again out of an abundance of caution and now includes the monthly maximum and monthly minimum salary range of the District Manager. Because PERS rules will not allow the Transition Coach position to be paid more than the highest paid regular employee the resolution includes a salary range with minimum and maximum monthly pay, as required by PERS, even though the District Manager's salary is set by contract.

This will help assure a smooth transition of the District Manger effective July 1, 2020 and with processing CalPERS paperwork for the retiring District Manager.

All other sections of the resolution remain as adopted June 10, 2020.

Recommendation

The District Manager recommends adoption of the attached Resolution.

RESOLUTION NO. _____(2020)

**RESOLUTION ESTABLISHING RATES OF PAY AND RELATED COMPENSATION
PROVISIONS FOR CERTAIN EMPLOYEES OF THE WEST BAY SANITARY DISTRICT**

*BE IT RESOLVED BY THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT,
COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AS FOLLOWS:*

1. Executive Employees (FLSA exempt). The following monthly salary rates in dollars are hereby established for each of the employee positions within the executive employee category as hereinafter set forth, and the individuals duly appointed to said positions of employment shall be compensated at such rates for all services rendered to this District.

Position	Salary Rate
District Manager	16,083 – 19,300

2. Management Employees (FLSA exempt). The following monthly salary rates in dollars are hereby established for each of the employee positions within the management employee category as hereinafter set forth, and the individuals duly appointed to said positions of employment shall be compensated at such rates for all services rendered to this District.

Position	Salary Rate
Projects & IT Manager	10,763 - 15,066
Operations Superintendent	10,026 - 14,537
Water Quality Manager	9,725 - 14,537
Finance Manager	10,610 - 14,220
Office & Communications Manager	6,652 - 9,646

3. General Employees (unrepresented). The following monthly salary rates in dollars are hereby established for each of the listed employee positions within the general employee (unrepresented) category as hereinafter set forth, and the individuals duly appointed to said positions of employment shall be compensated within such rates for all services rendered to this District.

Position	Salary Rate
Assistant Operations Superintendent	8,688 - 11,730
Water Quality Supervisor/Operator	8,688 - 11,730
Pump Facility Supervisor	8,756 - 11,328
Operations Supervisor	8,756 - 11,328
Information Technology Analyst	6,464 - 9,698
Engineering Technician	7,635 - 10,637
Personnel & Accounting Specialist	6,706 - 8,752
Administrative Technician	5455 - 7,637
Part-Time Clerical Assistant	20.65 – 25.24/hour

4. General Employees (represented). The following monthly salary rates in dollars are hereby established for each of the listed employee positions within the general employee (represented) category as hereinafter set forth, and the individuals duly appointed to said positions of employment shall be compensated within such rates for all services rendered to this District.

Position	Salary Rate
Construction Inspector	7,633 - 10,638
Source Control Inspector	7,633 - 10,638
Field Supervisor	6,360 - 9,698
Rehabilitation Technician	5,840 - 8,669
Pipeline Inspection Tech	5,840 - 8,669
Maintenance Mechanic	5,840 - 8,669
Maintenance Worker	5,303 - 7,637
Temporary Maintenance Worker	26.00/hour

5. Health Benefits Plan.

(a) Subject to all terms and conditions of any agreement which may be entered into between this District and any organization or organizations offering health, dental and/or vision insurance and the provisions of the Public Employees' Medical and Hospital Care Act, the District shall contribute for each employee enrolled the amount necessary to pay for the full cost of his or her enrollment, including the enrollment of his or her family members in a health benefits plan up to the amount required pursuant to Section 22892 of the Government Code.

(b) Subject to all terms and conditions of any agreement which may be entered into between this District and any organization or organizations offering health, dental and/or vision insurance and the provisions of the Public Employees' Medical and Hospital Care Act, the District shall contribute for each annuitant the amount required pursuant to Section 22892 of the Government Code.

(c) The District may, at its sole discretion, enter into, amend, or cancel any agreement between this District and any organization or organizations offering health, dental and/or vision insurance.

6. Optional Benefits Package ("Cafeteria Plan"). Subject to all terms and conditions of any agreement which may be entered into at the employees' option between employees and any organization offering either health, dental, vision and/or universal life insurance benefits, the District shall pay to all represented and unrepresented employees the amount specified in the adopted Memorandum of Understanding Between the West Bay Sanitary District and Teamsters Local 350 adopted by the Board of Directors for the premium of such optional benefits attributable to management, represented, and unrepresented employees of the District.

7. Life Insurance. Subject to all terms and conditions of any agreement which may be entered into between this District and any organization or organizations offering life insurance coverage benefits, the District shall furnish to each employee general life

insurance coverage, the face amount of which shall be equal to one and a half (1.5) times the annual salary of the employee.

8. Deferred Compensation. The District will provide matching contributions for unrepresented employees at a one (1) to 0.75 ratio to a maximum of 3% of salary. I.E. If an employee contributes 4% of their salary to a 457 Deferred Compensation plan the District will contribute 3% of salary equivalent to the employee's 457 Deferred Compensation plan.

9. Retention Plan. In order to promote the retention of "Critical Positions" within the District, the District Manager is authorized to exceed the salary ranges for individuals within this category up to 1-1/2% of base salaries for the positions deemed critical to be distributed at the District Manager's discretion based on achievement of performance goals established for the individuals within the category. Positions deemed critical are determined by recommendation of the District Manager and approved by the District Board.

10. Retirement Plan. Subject to the provisions of this Resolution, retirement benefits for employees qualifying therefore shall be provided in accordance with, and pursuant to that certain contract between the Board of Administration of the Public Employees' Retirement System ("PERS") of the State of California and the District Board of this District, and amendments thereto approved by Resolution No. 628, adopted March 26, 1973 and subsequent Resolutions.

Subject to other provisions of the contract and Resolutions referred to above, the District shall pay to PERS the employer portion. Employees will contribute to the employer's PERS portion at a rate of .25% per year affective July 1, 2019. Effective July 1, 2020, 0.5%; effective July 1, 2021, 0.75%; effective July 1, 2022, 1.00%; and effective July 1, 2023 1.25%. Additionally, the employee shall pay to PERS the employee's portion of the total required contribution (i.e. 8% of pay for Classic and 7.2% of pay for PEPR staff).

11. Interpretation. The provisions of the Resolution shall be administered and interpreted in accordance with and pursuant to Resolution No. 759 of this District, adopted June 13, 1977 (and as amended). Nothing herein shall be deemed a limitation upon any other term and condition of employment, or agreements, or provisions relating thereto, except as specifically herein contained.

12. Effective Date. This Resolution shall be effective on July 1, 2020.

BE IT FURTHER RESOLVED that any and all previously adopted Resolutions or provisions thereof in conflict with the provisions herein contained, be and are hereby, rescinded.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 24th day of June, 2020 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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 16**

To: Board of Directors

From: Phil Scott, District Manager

**Subject: Consider to Approve Resolution to Hire Retiring District
Manager as Transition Coach**

Background

Attached is a memorandum from District Counsel Anthony Condotti outlining the need for a temporary Transition Coach. On the recommendation of District Counsel this item appears before the Board again out of an abundance of caution using a CalPERS resolution template. Use of this resolution template will help assure a smooth transition effective July 1, 2020 and with processing CalPERS paperwork for retiring District Manager Phil Scott.

Recommendation

Consider to Approve Resolution to Hire Retiring District Manager as Transition Coach.

M E M O R A N D U M

June 19, 2020

TO: Board of Directors, West Bay Sanitary District
FROM: Anthony Condotti, District Legal Counsel
RE: Consider resolution to hire retiring District Manager as transition coach

I. Background

Prior to the March 13, 2020 regular Board of Directors meeting, Phil Scott informed the Board of his decision to retire as District Manager effective June 30, 2020. At the March 13, 2020 Board of Director's meeting the Board directed the District's Legal Counsel to prepare a resolution for the Board's consideration, authorizing the retention of Phil Scott on a temporary basis to serve as a Transition Coach.

At the May 13th, 2020 Board of Directors meeting, the board hired current Operations Superintendent Sergio Ramirez to serve as the new District Manager. To assure the efficient transition of the organization, the Board of Directors has determined that Phil Scott should continue to serve West Bay Sanitary District as a Transition Coach to the newly hired District Manager.

California Government Code Section 21224(a) allows a special district to hire a retired person to a position requiring specialized skills on a temporary basis. Ordinarily, the retired person will not be subject to reinstatement from retirement or suffer a loss of retirement benefits so long as such employment does not exceed 960 hours in a fiscal year. However, in view of the COVID-19 pandemic Governor Newsom's Executive Order No. N-25-20 suspends reinstatement and work hour limitations Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303. These suspensions will remain in effect until lifted, and provide an additional layer of security in ensuring that Phil can continue on as a West Bay employee on a temporary basis, during the COVID-19 pandemic.

II. Recommendation:

Consider adoption of the resolution approving employment of retiring District Manager, Phil Scott for temporary transition coach services.

RESOLUTION NO. _____ (2020)

**RESOLUTION FOR 180-DAY WAIT PERIOD EXCEPTION
PURSUANT TO GOVT. CODE §§ 7522.56 & 21224**

BE IT RESOLVED BY THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AS FOLLOWS:

WHEREAS, in compliance with Government Code section 7522.56, West Bay Sanitary District (“District”) must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is December 28, 2020, unless the District certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed and the appointment has been approved by the Board of Directors in a public meeting; and

WHEREAS, section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, Phil Scott, CalPERS ID 155973731, will be retired from West Bay Sanitary District in the position of District Manager, effective July 1, 2020; and

WHEREAS, the Board of Directors has promoted the District’s current Operations Superintendent, Sergio Ramirez, to serve as its District Manager, effective July 1, 2020; and

WHEREAS, the Board of Directors has found and determined that there is a critical need to ensure that the incoming District Manager receives adequate training and mentorship as he learns and assumes new responsibilities functions of the District Manager, and that Phil Scott, having served in the position for over ten years, is ideally suited and qualified to provide this training and counsel; and

WHEREAS, the Board of Directors therefore finds it necessary and desirable to appoint Phil Scott as an extra help retired annuitant to perform the duties of the Transition Coach for the West Bay Sanitary District under Government Code section 21224, effective July 1, 2020; and

WHEREAS, the entire appointment document between Phil Scott and the West Bay Sanitary District has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, as Transition Coach, Phil Scott will be providing duties comparable to those he performed as District Manager; and

WHEREAS, as District Manager, Phil Scott's current base salary is two hundred thirty-one thousand five hundred ninety-four dollars (\$231,594), which is equivalent to \$19,300 per month, or divided by 173.333, \$111.35 per hour, which is also the maximum base salary for the District Manager position; and

WHEREAS, as incoming District Manager, Sergio Ramirez will be compensated at an annual base salary of one hundred ninety-three thousand dollars (\$193,000), which is equivalent to \$16,083 per month or, divided by 173.333, \$92.78 per hour, which is also the minimum base salary for the District Manager position; and

WHEREAS, the hourly rate paid to Phil Scott will be \$111.35 per hour; and

WHEREAS, Phil Scott has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

WHEREAS, the West Bay Sanitary District, by this Resolution certifies that Phil Scott has not received and will not receive a Golden Handshake or any other retirement-related incentive.

NOW, THEREFORE, BE IT RESOLVED THAT the West Bay Sanitary District hereby certifies the nature of the employment of Phil Scott as described herein and detailed in the attached appointment document and that this appointment is necessary to fill the critically needed position of Transition Coach for the West Bay Sanitary District by July 1, 2020 because Phil Scott has specialized skills developed during his service as District Manager that are required by the District to ensure an effective management transition to the new District Manager as contemplated by this limited duration role as Transition Coach effective on Phil Scott's retirement date of July 1, 2020.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 24th day of June, 2020 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



Serving Our Community Since 1902

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

PHIL SCOTT
District Manager

In reply, please refer to our

File No.

June 18, 2020

Phil Scott
[REDACTED]

**RE: WEST BAY SANITARY DISTRICT
RETIRED ANNUITANT RELEASE & AGREEMENT AS AN AT-WILL EMPLOYEE**

Dear Phil:

Attached please find a Retired Annuitant Release and Agreement for your review. A Retired Annuitant position allows you to maintain your CalPERS retirement status and avoid reinstatement of service. To comply with CalPERS requirements, a Retired Annuitant position is a temporary, limited-term work agreement as an at-will employee.

We will discuss any questions you may have after review. The Retired Annuitant Release and Agreement will need to be completed, signed and dated before you can start work.

Your start date will be, **July 1, 2020**. Your salary will be set at \$111.35/hour.

Very Truly Yours,

WEST BAY SANITARY DISTRICT

Fran Dehn
Board President

Enclosures: Retired Annuitant Release and Agreement
Two (2) Originals: 1 – yours to keep, 1 – return to WBSD
A Guide to CalPERS Employment After Retirement

cc: Annette Bergeron – Personnel & Accountant Specialist



In reply, please refer to our
File No.

Retired Annuitant Release and Agreement

West Bay Sanitary District (the District) and all CalPERS Retired Annuitants must verify compliance with CalPERS eligibility requirements before annuitants are appointed to a temporary and limited-term work agreement. Please read the information below carefully, complete pages two and three of this form and submit to Human Resources prior to start of work with the District.

The information below is taken from the CalPERS *Employment after Retirement* guide (see attached or an e-copy is available at the CalPERS website: <http://www.calpers.ca.gov/>, from the CalPERS online publication: *A Guide to Pension Reform*, and CalPERS Circular Letter 200-002-14. If you require further clarification you may contact CalPERS at 1-888-225-7377.

Eligibility to Work for a CalPERS Employer in a Temporary, Limited-Term position

CalPERS' service retirees may seek temporary, limited-term employment with a defined end date as a retired annuitant without CalPERS approval. Per *Employment After Retirement*, the following restrictions apply:

- A retired annuitant is a CalPERS retiree who works as an at-will employee
- You do not accrue service credit or otherwise acquire any additional retirement benefits from this employment.
- A retired annuitant cannot receive any benefit, incentive, compensation in lieu of benefits (no sick leave or vacation accrual, holiday pay nor retirement contributions)
- Appointment to any permanent or regular staff position (part- or full-time, intermittent, hourly, seasonal, on call, exempt from civil service, exempt from membership, etc.) requires reinstatement from retirement. This applies to all CalPERS' members
- Examples of work of limited duration are work to eliminate a backlog, work on a special project, and work that is in excess of what regular staff can do
- To avoid reinstatement to service, your total hours cannot exceed 960 hours in a fiscal year (July 1st through June 30th)

The District will monitor and verify the above requirements for services performed under this limited-term employment.

Consequences of unlawful employment

If CalPERS determines that your temporary, limited-term employment does not comply with the regulations regarding employment after retirement, they will require that you be reinstated. Below is a quote from CalPERS about the implications should you be reinstated:

"If you are reinstated, you will be required to reimburse CalPERS, the amount of retirement allowance you received during the period of unlawful employment. In addition, through your employer, you will be required to pay the retroactive CalPERS member contributions, plus interest, equal to the amount that would have

been paid had your reinstatement occurred timely. You could also be assessed the cost of any administrative expenses incurred to process your mandatory reinstatement, to the extent you are determined to be at fault. Reinstatement due to unlawful employment could also jeopardize any health benefit entitlement you may have from your current retirement.” (*Employment After Retirement – Pub33 August 2017.*)

Note: It is the responsibility of the retired annuitant to comply with the annual 960 hour work limit, though the District will monitor hours **worked for the District only**. The District has established procedures to comply with CalPERS requirements for employment of retired annuitants and is making good faith efforts to ensure its compliance. The District cannot, however, guarantee the outcome of any CalPERS determination. If CalPERS determines the appointment of a retired annuitant does not comply with the regulations, the retired annuitant will be responsible for any administrative expenses or reimbursements required of the annuitant; the District will only be responsible for any administrative penalties issued to the employer.

I have read and understand the above: _____
Signature

Separation requirement

A temporary, limited-term employment as a retired annuitant with a CalPERS employer is not allowed unless the following conditions are met:

Bona fide separation requirement: Temporary employment as a retired annuitant with a CalPERS employer is not allowed if you are *younger than the normal service retirement age* (benefit formula age), unless both of the following conditions are met:

- There is no verbal or written agreement to return to work as a retired annuitant between you and any CalPERS employer before you retired.
- There is a termination of employment (separation in service) for 60 days between your retirement date and the date your temporary employment as a retired annuitant will begin.

In addition, under PEPRA, a retired annuitant’s employment may not begin until 180 days after the retiree’s retirement date. Your retirement date is July 1, 2020.

THE FOLLOWING SECTION TO BE COMPLETED BY THE CalPERS SERVICE RETIREE:

Full Name: _____

1. **From what agency did you retire?** _____
2. **What was your official retirement date?** _____

Unemployment

California law prohibits reappointment of a retired annuitant by a CalPERS employer if, during the 12-month period prior to reemployment, the retiree received unemployment insurance compensation for prior retired annuitant employment with any public employer.

In the last 12 months have you received any unemployment insurance payments based on your previous employment as a retired annuitant with any public agency?

Yes

No

Certification of Retired Annuitant

I have read and understand this document and the CalPERS publication "Employment After Retirement." I understand the restrictions and risks associated with accepting employment as a retired annuitant and will work with the District to ensure that my appointment meets the requirements of the regulations. I understand that should CalPERS determine the employment does not comply with their regulations, I may be subjected to monetary penalties in the form of reimbursement to CalPERS for all retirement allowances received during the unlawful employment and fines. I further understand that I may be subject to mandatory reinstatement to CalPERS membership in the category in which, and on the date which, the appointment began.

I accept these risks as it relates to actions taken by CalPERS with regard to my appointment as a retired annuitant.

I understand that the West Bay Sanitary District has made no promises, guarantees, representations, or warranties, expressed or implied, with regard to my temporary, limited-term employment with the West Bay Sanitary District as a retired annuitant. I agree to hold harmless the West Bay Sanitary District from any and all claims, demands, and/or causes of action arising out of actions taken by CalPERS with regard to my appointment as a retired annuitant.

I further understand that if I work for more than one CalPERS employer during a fiscal year, the total hours worked for all CalPERS employers are included within the 960 hours-per-fiscal-year maximum and I am responsible for keeping my hours worked within that limit.

This temporary, limited-term agreement as a Retired Annuitant position, at-will employment will commence on July 1, 2020 and end on or before total hours worked targeted at 900 hours not to exceed 960 hours.

The hourly rate of pay received will be \$111.34 for approved hours worked under a bi-weekly schedule.

Retiree's Name: _____

Retiree's Signature: _____

Date: _____

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