

***1902 - Serving Our Community for over 115 Years - 2020***  
**WEST BAY SANITARY DISTRICT**  
**AGENDA OF BUSINESS**  
**REGULAR MEETING OF THE DISTRICT BOARD**  
**WEDNESDAY, MAY 27, 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](mailto:treese@westbaysanitary.org) by 4:00 p.m. on Wednesday, May 27<sup>th</sup>.

To participate by telephone or Zoom meeting, public comments can be made by joining Zoom meeting at: <https://zoom.us/j/98681276181?pwd=eEdtUENQWEtkcTdHb0I4VUkxZkZnQT09>  
Meeting ID: 986 8127 6181 Password: 122102

Or by phone, call: 1-669-900-6833 Meeting ID: 986 8127 6181 Password: 122102

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 to Approve the Final Acceptance (Notice of Completion) for the Construction of the Recycled Water Project – Sharon Heights and Authorize the District Manager to Issue a Final Acceptance Letter and Commence the Short Term Operations by Anderson Pacific Engineering Construction per the Design Build and Short Term Operations Agreement Pg. 3-1
4. District Manager's Report Pg. 4-1
5. Consent Calendar  
*Matters listed under this item are considered routine and will be enacted by one motion. The motion, seconds, and vote are applicable to any included resolutions and recorded accordingly. There will be no separate discussion of these items unless specifically requested by a member of the Board.*
  - A. Approval of Minutes for Special meeting May 13, 2020 Pg. 5A-1
  - B. Approval of Minutes for Regular meeting May 13, 2020 Pg. 5B-1
  - C. Approval of the Withdrawal Order Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters for May 27, 2020 Pg. 5C-1
  - D. Bank of the West Monthly Investment Portfolio Statements Pg. 5D-1

- E. Consideration of Authorizing the District Manager to Consent to the Abandonment of Right-of-Way at Alto Lane, Menlo Park Pg. 5E-1
  - F. Consideration of Authorizing the District Manager to Issue the Class 3 Permit for the Sewer Main Replacement on El Camino Real, Menlo Park, CA Pg. 5F-1
  - G. Consideration of Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1052 for Sewer Main Replacement for the Development Project at 100 & 200 Independence Drive, Menlo Park (Known as Menlo Gateway Phase I) Pg. 5G-1
6. Consideration of Establishing Date and Time of Public Hearing to Consider Annual Sewer Service Charge Report for Tax Roll for Fiscal Year 2020/2021 Pg. 6-1
  7. May 27<sup>th</sup> Update Report on District Response to Corona Virus Pg. 7-1
  8. Discussion and Direction on Recycled Water Projects - Sharon Heights & Bayfront, Including Project Status Pg. 8-1
  9. Consider Ratification of W&C Water Environment Consultant Agreement for Preparation of State Revolving Fund Application for the Recycled Water Project Pg. 9-1
  10. Report & Discussion on South Bayside Waste Management Authority (SBWMA) Pg. 10-1
  11. Report & Discussion on Silicon Valley Clean Water (SVCW), Discussion on SVCW CIP Program and Financing Pg. 11-1
  12. 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 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.* – SM CSC  
Case No. 18CIV02183
  13. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
  14. Adjournment

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



## WEST BAY SANITARY DISTRICT AGENDA ITEM 3

**To:** *Board of Directors*

**From:** *Phil Scott, District Manager*

**Subject:** *Consider to Approve the Final Acceptance (Notice of Completion) for the Construction of the Recycled Water Project – Sharon Heights and Authorize the District Manager to Issue a Final Acceptance Letter and Commence the Short Term Operations by Anderson Pacific Engineering Construction per the Design Build and Short Term Operations Agreement*

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### Background

The West Bay Sanitary District Recycled Water Project – Sharon Heights (also known as the “Project”) is the planned construction of a water supply project that would deliver up to 152 to 200 acre-feet per year (AFY) of recycled water produced by the District at a Recycled Water Treatment Plant (RWTP) located on property owned by Sharon Heights Golf and Country Club (SHGCC).

The District Board approved a Notice to Proceed on the Recycled Water Project – Sharon Heights Design Build and Short Term Operations on March 1, 2018, for a not-to-exceed amount of \$19,695,000.00 for Design, Construction and Operational Testing and \$325,000.00 for Short Term Operations to Anderson Pacific Engineering Construction Inc., (APEC).

West Bay Sanitary District has received a letter dated May 7, 2020 from Matthew Miranda on behalf of Anderson Pacific Engineering Construction (APEC), regarding the “WBSD Recycled Water Project - Sharon Heights Final Acceptance”. The letter listed the Closeout Submittals and provided a status on those submittals. Per the RFP the District has 21 days from receiving the letter from APEC requesting Final Acceptance to formally accept the project or delineate what is not acceptable.

Attached is a draft of the Final Acceptance letter that staff is requesting the Board to authorize the District Manager to issue now that the construction of the RWTP is complete.

### Analysis

The RWTP project is complete and operating. The only outstanding issues are:

- The Punchlist has a few minor items that require resolution involving sign offs of the Caltrans and City permits. Due to the COVID 19 Shelter In Place (SIP) restrictions those signature approvals are yet pending but expected within the next 60 days.
- The spare Drum Screen has not been delivered, also due to the COVID 19 restrictions but is also expected within the next few weeks.
- The SWRCB has not yet issued the Conditions of Operation partly due to late submittal of the bioassay required for the disinfection process and partly due to the SIP restrictions currently in place. The bioassay was completed and a report on the analysis was provided to the State. We are now waiting on the State to provide us Conditions of Operation for the RWTP.

This last issue prevents the District from delivering recycled water to the golf course immediately. The RWTP is producing Title 22 quality recycled water, however, without the permission from the State to distribute, the recycled water is being diverted to waste via sewer main. This delay is costing the Contractor in that there was no anticipation of a “non-operational” period (approximately 2 months) while waiting for final approval from the SWRCB.

Staff and Project Management have been working with the Contractor and the User (Sharon Heights) to reach agreement whereby the six (6) month Short Term Operation will commence on June 15, 2020 whether the State allows delivery of recycled water or not. The Operation will commence sooner if the State provides the District with conditions for operating the RWTP and allows delivery of recycled water prior to June 15, 2020. Thus the 6-month Short Term Operation period is anticipated to run from June 15, 2020 to December 14, 2020.

Once the Short Term Operation period has begun the District’s Water Quality Supervisor, who will be the Chief Plant Operator for the treatment facility once the District takes control of Operation and Maintenance, will be allowed to shadow APEC’s contract Operator to learn the operational characteristics, parameters and idiosyncrasies of the Recycled Water Treatment Plant (RWTP). The intent is to have the District’s Water Quality Supervisor learn and assist the Contract Operator with sampling, monitoring, process control, data acquisition, regulatory requirements, reporting, maintenance and safety procedures as well as delivery and User compliance verification. On or about September 23, 2020, the District’s Water Quality Supervisor will replace the Contract Operator as the Chief Plant Operator (CPO) and perform the CPO duties through December 14 while APEC is in control of Operations. On or about December 14, 2020, the District will take over all Operations and Maintenance of the RWTP.

This compromise solution does a few things.

1. It reduces but does not eliminate APEC’s losses while waiting for the SWRCB Conditions of Operation.

2. It provides a mechanism for the District's Water Quality Supervisor to become familiar with the operation of the RWTP at the ground floor. It does result in a cost of training in that the labor cost for the 6 months was initially anticipated to be 4 months.
3. It does require Sharon Heights to commit to reimbursing the District for the 6 month Short Term Operations commencing June 15, running the risk that recycled water delivery may not be allowed by the SWRCB for a short time after June 15<sup>th</sup>.

This compromise potentially results in all parties sharing in the cost of delay in obtaining the approval to deliver recycled water mainly due to the COVID 19 and SIP restrictions.

#### Fiscal Impact

The costs for the Project are reimbursable through the SRF loan process. District Capital Asset funds will bridge the expense until reimbursement is received by the State.

#### Recommendation

The District Manager recommends the District Board Approve the Final Acceptance (Notice of Completion) for the Construction of the Recycled Water Project – Sharon Heights and Authorize the District Manager to Issue a Final Acceptance Letter and Commence the Short Term Operations by Anderson Pacific Engineering Construction per the Design Build and Short Term Operations Agreement.

Attachment: Draft Final Acceptance Letter to APEC



In reply, please refer to our

File No. 1760.0

May 28, 2020 DRAFT

Peter Anderson  
Anderson Pacific Engineering Construction, Inc.  
1390 Norman Avenue  
Santa Clara, CA 95054

**RE: FINAL ACCEPTANCE  
RECYCLED WATER PROJECT - SHARON HEIGHTS DESIGN BUILD (DB) AND SHORT-  
TERM OPERATIONS Project #1760.0 (Design-Build Agreement)**

Dear Mr. Anderson,

West Bay Sanitary District has received the letter dated May 7, 2020 from Matthew Mirenda on behalf of Anderson Pacific Engineering Construction (APEC), regarding the "WBSD Recycled Water Project – Sharon Heights Final Acceptance". The letter listed the Closeout Submittals and provided a status on those submittals.

The District Board approved a Notice to Proceed on the Recycled Water Project – Sharon Height Design Build and Short Term Operations on March 1, 2018, and has now approved Final Acceptance (Notice of Completion) at the May XX, 2020 Board meeting with the conditions below for the Closeout Submittals and 6-month Short Term Operation.

1. *Punch List*: Punch list items have District signoff on all items currently known to be complete. Attached is the most current version of the punch list. The District trusts that verification/sign off of permits from Caltrans and City Inspectors will be obtained within 60 days given the current Shelter in Place (SIP) restrictions. A completed punch list will be delivered to West Bay as soon as completion is possible.
2. *Compliance w/ Requirements of Governing Authorities*: Plant Classification, Operator Registration and CPO Acknowledgement have been submitted to State Water Resources Control Board (SWRCB) and verbally approved by Operating Certificate Board. Formal acceptance will be included once the State gives final acceptance of the Title 22 report and conditions of Operation.

The Title 22 is a report, which is clearly designated as the Contractor's responsibility, that must be accepted by the State in order for them to provide the District the conditions by which the plant must be operated to deliver recycled water per the State's General Order. The Title 22 report along with its components including the Operators Manual and Bioassay testing and analysis report has been submitted to the SWRCB. This allows the Board to approve Final Acceptance (Notice of Completion) of the Recycled Water Project – Sharon Heights Design Build and begin the Short Term Operation of the Plant by APEC. The Parties agree that the six (6) month Short Term Operation will commence on June 15, 2020 whether the State allows delivery of recycled water or not. The Operation will commence sooner if the State provides the District with conditions for Operating the Plant and allows delivery of recycled water prior to June 15, 2020. Thus the 6-month Short Term Operation period is anticipated to run from June 15, 2020 to December 14, 2020.

Once the Short Term Operation period has begun the District's Water Quality Supervisor, who will be the Chief Plant Operator for the treatment facility once the District takes control of



In reply, please refer to our

File No. 1760.0

Operation and Maintenance, will be allowed to shadow APEC's contract Operator to learn the operational characteristics, parameters and idiosyncrasies of the Recycled Water Treatment Plant (RWTP). The intent is to have the District's Water Quality Supervisor learn and assist the Contract Operator with sampling, monitoring, process control, data acquisition, regulatory requirements, reporting, maintenance and safety procedures as well as delivery and User compliance verification. On or about September 23, 2020, the District's Water Quality Supervisor will replace the Contract Operator as the Chief Plant Operator (CPO) and perform the CPO duties through December 14 while APEC is in control of Operations and responsible for all other costs of operation including electric, chemicals and maintenance. On or about December 14, 2020, the District will take over all Operations and Maintenance of the RWTP.

3. *Project Record Documents:* Record Drawings have been uploaded to the "Closeout Documents" folder on SharePoint. The District is in receipt of these documents.
4. *Operation & Maintenance Manual:* O&M Manual has been uploaded to the "Closeout Documents" folder on SharePoint. The District is in receipt of these documents.
5. *Warranties and Bonds:* Copies of Warranties and Performance Guarantee have been uploaded to the "Closeout Documents" folder on SharePoint. The required Bond was included in the original project bonds. The District is in receipt of these documents.
6. *Keys and Keying Schedule:* Keys are available at the RWTP. Padlocks on electrical cabinets and vaults are APEC proprietary key. Locks should be changed to District locks at the conclusion of the Operation and Training Period. Keying hierarchy is not utilized. The District agrees that the keying of locks to District requirements can be done at the conclusion of the Operation and Training Period.
7. *Operational Demonstration Report.* The complete Operational Demonstration Report was submitted via email on 5/4/2020. A copy has been uploaded to the "Closeout Documents" folder on SharePoint and can be access through the link provided in the email transmitting this letter. The District is in receipt of this document.

If Anderson Pacific will agree to the conditions above, which primarily pertain to Items #1 and #2, the District can proceed with Final Acceptance of the Project pursuant to Sections 13.08 A and B, of the Design/Build Agreement.

Very Truly Yours,

**WEST BAY SANITARY DISTRICT**

Phil Scott  
District Manager

cc: Anthony Condotti, BHK, Greg Vontz, SWRCB, Sami Kader, SXR, Woodard & Curran

Enclosure(s): Punch List from March 25, 2020, Force Main punch list, and Sections 13.08 A and B of D/B Agreement

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 4**

**To:** *Board of Directors*  
**From:** *Phil Scott, District Manager*  
**Subject:** *District Manager's Report*

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- 1) **CIP Project:**
  - a. **Design work continuing on FERRF Levee Improvement and 2020 CIP**
  - b. **Cleaning/TVing Large Diameter lines:** Crews are working on cleaning and televising the large diameter sewer lines; finding substantial amounts of grit. 36" on Sand Hill Road completed.
- 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.
- 3) **Upcoming Events:**
  - a. **Board meetings:** Regular Board meeting June 10.
  - b. **Water Quality Supervisor:** Started on May 18.
- 4) **Misc./Action Items from Previous Meeting:**
  - a. **SSOs:** Zero SSO for April. 2020 Total = 0. 11 months in a row w/o SSO.
  - b. **LAH:** Zero SSO for April. 1 SSO in 2020.

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**Report to the District Board for the Regular Meeting of May 27, 2020**

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

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*1902 - Serving Our Community for over 110 Years - 2020*

**WEST BAY SANITARY DISTRICT  
MINUTES OF THE SPECIAL MEETING OF THE DISTRICT BOARD  
WEDNESDAY, MAY 13, 2020 AT 5:00 P.M.**

**1. Call to Order**

President Dehn called the meeting to order at 5:10 PM

**2. Roll Call**

BOARD MEMBERS PRESENT: Dehn, Otte, Thiele-Sardiña, Walker, Moritz,

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Scott, Ramirez, Kitajima, Fisher, Beyer and Hulsmann,  
Scheidt, Reese by Zoom

Others Present: None

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

**4. Fiscal Year 2020/21 Budget Workshop – Discussion of General Fund, Capital Fund, Reserves, and Capital Outlay**

Comments: Ramirez, DM Scott and staff presented FY 2020-21 draft budget to the Board and discussed each item. The Board recommended the following changes to the proposed budget:

- Reduce Professional Services by \$50,000
- Reduce Contractual Services by \$500
- The board agreed to a proposal to paydown CalPERS Unfunded Accrued Liability (UAL) by \$2.6 million, with \$1.6 million being transferred from PARS pension trust.

The General Fund was proposed to spend \$11,769,630 for Operations, \$13,180,679 for Non-Operating expenses, and designating \$10,403,997 for Operating Reserve, for a Total Allocation of \$35,354,306.

The Capital projects were listed and explained. The consensus of the Board was to present the proposed budget in June.

**5. Adjournment Time:** The meeting was adjourned at 7:27 p.m.

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Secretary

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*1902 - Serving Our Community for over 110 Years - 2020*

**WEST BAY SANITARY DISTRICT  
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD  
WEDNESDAY, MAY 13, 2020 AT 7:00 P.M.**

**1. Call to Order**

President Dehn called the meeting to order at 7:37PM

**Roll Call**

BOARD MEMBERS PRESENT: Dehn, Walker, Thiele-Sardiña, Otte, Moritz

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Scott, Ramirez, Kitajima. Condotti by Zoom

Others Present:

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

**6. Consider Resolution to Approve Amendment to Agreement for Engineering Design Services from Freyer & Laureta, Inc. for the North Bay Road and North Palo Alto Project Areas (2019 – 2020) for Additional Services and Amend the Ten Percent Contingency Allocated for Additional Work on an As-Needed Basis**

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

Comments: None.

**7. Consideration of Resolution Accepting Deed of Easements Subject to Legal Counsel Review and Quit Claim of Unused Easements for the Recycled Water Treatment Facility at Sharon Heights Golf & Country Club**

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

Comments: None

**3. District Manager's Report**

**1) Comments: CIP Project:**

a. **Design work continuing on FERRF Levee Improvement and 2020 CIP**

b. **Cleaning/TVing Large Diameter lines:** Crews are working on cleaning and televising the large diameter sewer lines; finding substantial amounts of grit. 36" on Sand Hill Road completed.

**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.

b. **County:** The County confirmed that Tax Roll payments to the District will remain on time in spite of the relaxing of tax payment deadline. April payment has been received.

3) **Upcoming Events:**

- a. **Board meetings:** Regular Board meeting May 27
- b. **Water Quality Supervisor:** Scheduled to start on May 18.

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

- a. **SSOs:** Zero SSO for April. 2020 Total = 0. 11 months in a row w/o SSO.
- b. **LAH:** Zero SSO for April. 1 SSO in 2020.
- c. **SSC Rate Study:** was revised to incorporate Boards suggestion to explain why capital projects related to District buildings and vehicles were reduced in FY 20-21 Budget cycle.

4. **Consent Calendar**

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

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

Comments: None.

- A. Approval of Minutes for Regular meeting April 22, 2020 Pg. 4A-1
- B. Approval of the Withdrawal Order Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters for May 13, 2020 Pg. 4B-1
- C. WBSD Operations and Maintenance Report – April 2020 Pg. 4C-1
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD April 2020 Pg. 4D-1

5. **Consideration of Accepting Work by Ranger Pipelines for the Alpine Road Sanitary Sewer Replacement Project and Authorizing the District Manager to File the Notice of Completion**

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

Comments: None.

8. **Consideration to Accept the District's 2019 Performance Measurement Report**

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

Comments: DM Scott outlined the highlights of the report which included a vast majority of measures rated "Satisfactory" or above. There were zero District category 1 SSOs in 2019, newspaper articles increased to 7 in 2019 and 0% of measures rated "Unsatisfactory."

**9. Consider Resolution to Call for Elections – County of Santa Clara**

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

Comments: DM Scott outlined the need for this item due to the requirement of the County of Santa Clara for the Board to call for elections on November 3 for the three Board member positions whose terms expire in 2020.

**10. Consideration of Adopting Resolution Honoring the Service of Phil Scott to the District**

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

Comments: This item was approved with the condition that additional language will be added into the resolution and sent to DC Condotti for review and distribution to Board Members for approval.

**11. Consider Resolution to Approve Amendment 2 to the Consultant Agreement for Recycled Water Project Management Phase B Dated March 14, 2017**

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

Comments: DM Scott reported that Amendment 2 to the consultant agreement would be in the amount of \$65,842 and would be included in the SRF loan amount.

**12. Consideration of Revising Electronic Board Packet Guidelines**

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

Comments: DM Scott presented a plan for revised guidelines that included tablets amortized over 24 months, \$25 minimum purchase value and pricing of \$700 to \$1100 with 3% inflator.

**13. May 13<sup>th</sup> Update on District's Corona Virus**

Comments: DM Scott reported that office hours and work from home schedules will be transitioning back to normal. The District administrative office will re-open on a limited schedule on Tuesdays and Thursdays.

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

Comments: DM Scott reported that the ribbon cutting is postponed due to the COVID 19 shelter in place and no new date has been selected. Operations permits for bioassay is in process. The on-boarding of the new Chief Plant Operator will start on May 18. For Bayfront Recycled Water Project DM Scott is continuing discussions with City of Menlo Park and Signature Development. Board directed DM Scott to move ahead with obtaining a proposal to submit an SRF application for the Bayfront Recycled Water Project.

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

Comments: President Dehn reported that SBWMA will be moving the budget from a fiscal year to a calendar year. This year they will approve a 6 month budget July – December and a January – December budget thereafter and work in tandem with the creation of both the budgets this year.

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

Comments: Director Otte reported the next meeting is on Monday, May 18.

**17. 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. PUBLIC EMPLOYMENT  
(Pursuant to Cal. Govt. Code §54957)  
Title: District Manager Recruitment & Employment Agreement
- 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

Entered closed session at 9:02p.m. Left closed session at 9:46p.m.

Reportable action: None.



**18. Consideration of Resolution Authorizing the President and Secretary of the District Board to Enter into Employment Agreement Between the West Bay Sanitary District And New District Manager**

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

Comments: DC Condotti reported that the Board has engaged in an extensive statewide recruitment process for replacement of retiring District Manager, Phil Scott. After an extensive process the Board has made the selection of Sergio Ramirez as new District Manager as of July 1, 2020. The Board is prepared to consider Sergio Ramirez's employment agreement the terms of which are set forth in a document that is available upon request under the California Public Records Act to members of the public. DC Condotti recommends that the Board take action on the resolution.

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

Comments: None.

**20. Adjournment Time:** The meeting was adjourned at 9:50 PM

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**WEST BAY SANITARY DISTRICT  
WITHDRAWAL ORDER  
Through May 18, 2020**

<b>CHECK</b>	<b>TO WHOM PAYABLE</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
66526	AAA RENTALS	Rents & Leases - Coll	957.00
66527	MATHESON TRI-GAS, INC.	Operating Supplies - Coll	49.28
66528	ALLIANT INSURANCE SERVICES	Insurance	497.00
66529	AMERICAN MESSAGING	Utilities - A&G	64.14
66530	AQUALITY WATER MANAGEMENT INC.	RWF-SHGCC	1,680.00
66531	AVERY ASSOCIATES, INC.	Professional Services - A&G	7,300.00
66532	CINTAS CORP	Contract Services - Coll	2,508.31
66533	DU-ALL SAFETY, LLC	Professional Services - Coll	1,620.00
66534	NAVIA BENEFIT SOLUTIONS	Employee Benefits - A&G	25.00
66535	FREMONT URGENT CARE	Professional Services - A&G	280.00
66536	GOLDSTREET DESIGN AGENCY	Printing & Publications - A&G	2,250.00
66537	GRAINGER	Operating Supplies - Coll	880.18
66538	HILLYARD/SAN FRANCISCO	Operating Supplies - Coll	324.63
66539	IEDA	Professional Services - A&G	760.00
66540	JANI-KING OF CA, INC - SFR/OAK	Contract Services - A&G	743.31
66541	LOG ME IN	Repairs & Maintenance - Coll	65.24
66542	CITY OF MENLO PARK - Repair	Repairs & Maintenance - Coll	333.47
66543	CITY OF MENLO PARK-Fuel	Gasoline, Oil & Fuel - Coll	5,040.32
66544	R.A. NOSEK INVESTIGATIONS	Professional Services - A&G	285.00
66545	OCCASIONS, ETC.	Other Operating Expense - A&G	923.02
66546	OGASAWARA LANDSCAPE MAINT.	Repairs & Maintenance - Coll	4,500.00
66547	PENINSULA BUILDING MATERIALS	Operating Supplies - Coll	44.74
66548	SEEKZEN SYSTEMS	Professional Services - Coll	475.00
66549	SHARP BUSINESS SYSTEMS	Rents & Leases - Coll	1,036.78
66550	TELETRAC NAVMAN US LTD.	Contract Services - Coll	597.86
66551	TRITECH SOFTWARE SYSTEMS	Repairs & Maintenance - Coll	13,059.96
66552	VISION COMMUNICATIONS CO.	Rents & Leases - A&G	690.49
66553	SAN MATEO COUNTY CLERK	Other Operating Expense - A&G	20.00
66554	ANDERSON PACIFIC	CIP: Recycled Water Facility - SHGCC	394,815.28
66555	WOODARD & CURRAN	CIP: Recycled Water Facility - SHGCC	24,957.38
66556	ATCHISON, BARISONE & CONDOTTI	Professional Services - A&G	8,764.92
66557	CALPERS LONG-TERM CARE PROGRAM	LTC Withholding	35.36
66558	CINTAS CORP	Contract Services - Coll	863.99
66559	THE CONCEPT GENIE	Printing & Publications - A&G	671.08
66560	FREYER & LAURETA	1079 Levee Design	146,632.94
66561	HOME DEPOT	Repairs & Maintenance - Coll	1,201.32
66562	JANI-KING OF CA, INC - SFR/OAK	Contract Services - A&G	1,881.00
66563	KIS	Repairs & Maintenance - Coll	548.20
66564	KONE INC.	Contract Services - A&G	259.34
66565	CITY OF MENLO PARK - Water	Utilities - Coll	85.47
66566	MISSION CLAY PRODUCTS LLC	Operating Supplies - Coll	1,898.43
66567	PREFERRED ALLIANCE	Professional Services - A&G	222.87
66568	WEST YOST & ASSOCIATES	Professional Services - A&G	1,912.00
66569	WOODARD & CURRAN	Professional Services - A&G	1,961.75
66570	NAVIA BENEFIT SOLUTIONS	Navia Benefits	525.39
66571	TEAMSTERS LOCAL NO. 350	Union Dues - June	960.00
66572	FRANCHISE TAX BOARD	Wage Garnishment	250.00
66573	SDU	Wage Garnishment	508.62
		TOTAL CHECKS	635,966.07

CORPORATE CARDS:

GL	Account Number & Name	Description	Amount
54020	Employee Benefits	Commuter Benefits	490.00
54091	Stationary and Office Supplies	Board Rm Chair, Office Supplies	2,453.25
54101	Ops & Construction Supplies & Materials	Recycled Water Truck Parts	237.00
54102	Safety Supplies & Materials	PPE-Safety Goggles (150), Face Shields (500), KN95 Masks (1000)	4,037.00
54104	Cleaners, Paint, Chemicals	Pollard Water: Dechlor Tabs	180.26
54107	Personal Protective Equip & supplies	Vizocom: N95 Masks Ppe	2,390.00
54108	Monitoring Supplies & Equipment	DKC Digi Key: Meter Component	89.39
54125	Physician, Substance Test, Hear/Resp	Fremont Urgent Care	266.00
54131	Legal Notices, Advertisement etc	Wipes Video & Ad	1,260.00
54151	Fleet/Vehicle R&M	Autozone	18.65
54154	Mobile & non-mobile Equip R&M	Computer supplies & adapters	81.88
54158	Computer Software upgrade & Maint	Microsoft Upgrade, Lucity Mobile Security Certificate & Zoom Conf.	281.97
54159	Computer Hardware upgrade & maint	Computer Replacement Program (2)	3,194.13
54174	Mgmt Seminars/Conf, District Meetings	Management Mtgs & Recruitments	495.61
54175	CWEA Conf/Section mtgs	Textbooks for Certification Programs	360.05
54176	Business meetings	DM Mtg, CWEA Webinar, Special Board Mtg	288.75
54177	CASA/CWEA/WEF Meetings	Wateruse Assoc.: Credit-Cancelled Annual Conference	(475.00)
54192	Telephone	TPZ Communications: Phone Service 4/2020	2,282.16
54193	Cellular Service	District Cell Phone Service 4/2020	3,281.06
54194	Water	Water Service 4/2020	2,190.33
54195	Electricity	Electric Service 3/2020	6,498.05
54207	Vallombrosa Center	Vallombrosa: On-Call Employee Rooms	1,260.00
TOTAL CORPORATE CARDS:			31,160.54

WIRE TRANSFERS

DATE	TO WHOM PAYABLE	PURPOSE	AMOUNT
5/8/2020	PrimePay	Employee Payroll - Pay Period 4/10-24	101,469.06
5/8/2020	PrimePay	Federal Payroll Taxes	23,290.74
5/8/2020	PrimePay	State Payroll Taxes	7,009.31
5/8/2020	ICMA	Deferred Compensation	10,570.75
5/8/2020	CalPERS	Retirement Contributions	44,916.96
5/10/2020	CalPERS	Health Premiums	47,277.86
5/18/2020	Bank of the West	Payment for Corporate Card	31,160.54
WIRE TRANSFERS FROM BoW CHECKING			265,695.22
WIRE TRANSFERS TO BoW CHECKING			0.00

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**WITHDRAWAL ORDER**  
**SUPPLEMENTAL PURCHASE REGISTER**  
**Through 5/18/2020**

**OPERATING SUPPLIES & OFFICE EXPENSE**

<b><u>CHECK</u></b>	<b><u>AMOUNT</u></b>	<b><u>VENDOR</u></b>	<b><u>DESCRIPTION</u></b>
66566	1,898.43	MISSION CLAY PRODUCTS LLC	Replenishing Stock On Hand - Wye's, Tee's and Band Seals

**MISCELLANEOUS**

<b><u>CHECK</u></b>	<b><u>AMOUNT</u></b>	<b><u>VENDOR</u></b>	<b><u>DESCRIPTION</u></b>
66530	1,680.00	AQUALITY WATER MANAGEMENT INC.	Assistance With the Recruitment of Water Quality Operator/Supervisor
66531	7,300.00	AVERY ASSOCIATES, INC.	Services for the Recruitment of District Manager
66536	2,250.00	GOLDSTREET DESIGN AGENCY, INC	Creating and Posting Wipes Video
66546	4,500.00	OGASAWARA LANDSCAPE MAINT.	Landscape Services at FERRF
66551	13,059.96	TRITECH SOFTWARE SYSTEMS	Annual Maintenance on Lucy Software
66554	394,815.28	ANDERSON PACIFIC	Design and Construction Services for Recycled Water Facility - SHGCC
66555	24,957.38	WOODARD & CURRAN	Project Management for Recycled Water Facility - SHGCC
66560	146,632.94	FREYER & LAURETA	Levee Design (\$102,100) CIP: North Bay Road, Engineering Services (44,533)
66561	1,201.32	HOME DEPOT	Repairs to the FERRF Satellite Office / Corp Yard
66562	1,881.00	JANI-KING	Deep Clean & Disinfection of Administrative & Maintenance Building
66568	1,912.00	WEST YOST & ASSOCIATES	Staff Services for Recycled Water Meetings
66569	1,961.75	WOODARD & CURRAN	Professional Services for Resouce Recovery System Services (SLAC)

**WEST BAY SANITARY DISTRICT**

SUMMARY OF FY2019-20 PAYMENTS  
(Through Withdrawal Order  
05/05/2020)

	TOTAL BY VENDOR 7/1/2019- 5/18/2020	WITHDRAWAL 5/18/2020
<b>REGULAR PAYABLES</b>		
3T Equipment Company	30,531.43	
A-A Lock & Alarm	1,444.70	
AAA Rentals	12,776.27	957.00
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	497.00
The Almanac	15,305.20	
Alpha Analytical Laboratories	4,345.00	
Amazon	1,149.34	-
American Messaging	707.68	64.14
American Textile & Supply	171.48	
American Water Services	305.40	-
Amvan, LLC	1,388.66	
Anderson Pacific	8,362,900.92	394,815.28
Aqua Natural Solutions	2,959.34	
Aquality Water Management Inc.	24,329.26	1,680.00
AT&T	11,580.24	
Atlantis Casino Resort	-	
Atchison, Barisone & Condotti	66,922.86	8,764.92
Town of Atherton	6,000.00	
Autozone	-	-
Avery Associates, Inc.	19,140.27	7,300.00
Aztec Consultants	11,827.50	-
Backflow Prevention Specialist	3,854.00	-
Baggeengineers	1,660.00	-
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	118,982.71	-
Annette Bergeron	704.00	-
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	13,750.00	-
CWEA-SCVS	1,180.00	-
CWEA	10,493.00	-
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	12,951.00	-
CALPERS 1959 Survivor Billing	1,645.00	-
CALPERS - Unfunded Accrued Liability	334,727.00	-
CALPERS - Retirement	441,776.17	44,916.96
CALPERS - Health Premiums	464,718.91	47,277.86
Calpers Long-Term Care Program	699.17	35.36

**WEST BAY SANITARY DISTRICT**

SUMMARY OF FY2019-20 PAYMENTS  
(Through Withdrawal Order  
05/05/2020)

	TOTAL BY VENDOR 7/1/2019- 5/18/2020	WITHDRAWAL 5/18/2020
<b>REGULAR PAYABLES</b>		
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	-
Chef Kwan	-	-
Chevron	67.00	-
Cintas Corp	40,407.30	3,372.30
Citibank	696.92	-
Comcast	3,340.89	-
Consolidated Parts, Inc	4,354.12	-
Costco	764.88	-
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	-	-
DoorDash	429.03	-
Dolphin Graphics	4,904.52	-
Duke's Root Control, Inc	223,089.71	-
Duckys Car Wash	639.80	-
Du-All Safety, Llc	25,852.50	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	-
Emergency Essentials	2,279.10	-
EnviroZyme	3,000.50	-
ErgoWorks	1,398.48	-
Express Safety, Inc.	773.32	-
Facebook	-	-
Fastrak	490.00	-
Fast Response On-Site Testing	2,217.60	-
Federal Express	3,816.53	-
City of Fremont	118.35	-
Fremont Urgent Care	3,202.00	546.00
Finishmaster Inc	1,212.78	-
Forestry Suppliers, Inc.	1,315.65	-
Formatop	1,387.48	-
City of Foster City	500.00	-
Four Star Automotive, Inc.	8,922.40	-
Franchise Tax Board	6,250.00	250.00
Freyer & Laureta	475,804.94	146,632.94
Full Source, LLC	147.22	-
Gary Pollack Construction	4,000.00	-
Goldstreet Design Agency	7,484.09	2,250.00
Govconnection, Inc.	780.00	-

**WEST BAY SANITARY DISTRICT**

SUMMARY OF FY2019-20 PAYMENTS  
(Through Withdrawal Order  
05/05/2020)

	TOTAL BY VENDOR 7/1/2019- 5/18/2020	WITHDRAWAL 5/18/2020
<b>REGULAR PAYABLES</b>		
Governmentjobs.com dba NeoGov	6,633.00	-
GoDaddy.com	-	-
Grainger	31,368.62	880.18
Granite Rock, Inc.	1,033.13	-
The Grill House	43.10	-
Hach Company	25,384.59	-
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	81,464.29	-
HP	491.61	-
H & R Plumbing & Drain	7,500.00	-
Hempel Pipe	-	-
Hillyard/San Francisco	3,381.58	324.63
Hilton	225.03	-
Home Depot	22,107.93	7,699.37
Bob Hulsmann	1,274.26	-
IEDA	8,360.00	760.00
IKEA	21.93	-
James F. Illich	5,250.00	-
Innovyze, Inc	7,955.00	-
Instrument Technology Corp.	228.81	-
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	9,940.44	2,624.31
Jans Deli	98.86	-
Jeffreys Hamburgers	-	-
Jensen Precast	2,454.32	-
KDS Communications	1,505.00	-
KIS	14,465.15	548.20
Scott/Linda Kamran	16,000.00	-
Kimball Midwest	10,005.84	-
Bill Kitajima	152.83	-
Kone Inc.	2,852.74	259.34
L & M Transmission	1,199.93	-
Lasky Trade Printing	2,584.24	-
Liebert Cassidy Whitmore	150.00	-
Log Me In	2,461.96	65.24
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.	538.58	49.28
Maxx Metals	269.10	-
George / Karen McCown	2,996.72	-
City of Menlo Park - Repair	37,029.31	333.47
City of Menlo Park-Fuel	52,666.39	5,040.32
City of Menlo Park - Water	10,301.37	85.47
City of Menlo Park - Permits	4,500.00	-
SDU	12,715.50	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	1,292.08	-
Microsoft	6.99	-
Mid Peninsula Abstracts	810.00	-
Mission Clay Products LLC	5,385.35	1,898.43
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	-



**WEST BAY SANITARY DISTRICT**

SUMMARY OF FY2019-20 PAYMENTS  
(Through Withdrawal Order  
05/05/2020)

	TOTAL BY VENDOR 7/1/2019- 5/18/2020	WITHDRAWAL 5/18/2020
<b>REGULAR PAYABLES</b>		
Navia Benefit Solutions	24,768.93	550.39
NewEgg Inc	-	
North Bay Pensions	1,500.00	-
Occasions, ETC.	998.37	923.02
Office of Water Programs	998.63	-
Office Team	8,072.00	-
Ogasawara Landscape Maint.	13,150.00	4,500.00
Omega Industrial Supply, Inc.	-	-
Otterbox	-	-
OverStock.Com	-	
PARS	635,000.00	
P&F Distributers	1,035.69	
PG&E	62,166.82	
Palo Alto Staffing	1,309.60	-
Albert Patino	433.54	-
Peninsula Building Materials	4,440.36	44.74
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	-	
Ponton Industries, Inc.	22,090.01	-
Town of Portola Valley	32,000.00	-
Portola Valley Property Owner	32,989.42	-
Precise Printing and Mailing	20,534.53	-
Precision Engineering	923,830.82	-
Preferred Alliance	3,283.58	222.87
Principal Life Insurance Co.	58,277.79	-
Priority 1 Public Safety	8,225.20	-
Project Graphics	-	
Quadient Leasing USA, Inc.	268.25	-
Sergio Ramirez	5,458.31	-
R.A. Nosek Investigations	3,225.00	285.00
Ranger Pipelines	106,849.79	-
Readyrefresh By Nestle	2,894.31	-
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	-	
Roberts & Brune Co	23,391.41	
Round Table Pizza	-	
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	506,765.20	-
SVCW - Monthly Operating Payment	6,965,717.00	-
SWRCB	14,557.00	-
Sacramento Airport Parking	20.00	
Sacramento State	-	
Safety Center Inc	5,308.00	-
Safety-Kleen, Corp.	3,656.02	-
Safeway	161.75	-
San Mateo County	19,112.00	-
San Mateo County Assessor	610.00	-
San Mateo County Clerk	1,145.00	20.00
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	16,445.00	475.00
Shape Incorporated	39,335.47	-

**WEST BAY SANITARY DISTRICT**

SUMMARY OF FY2019-20 PAYMENTS  
(Through Withdrawal Order  
05/05/2020)

	TOTAL BY VENDOR 7/1/2019- 5/18/2020	WITHDRAWAL 5/18/2020
<b>REGULAR PAYABLES</b>		
Sharp Business Systems	10,381.92	1,036.78
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	750.72	-
Desiree S Slater	28.00	-
Solarwinds	57.00	-
Spartan Tool LLC	4,257.10	-
Stacks	134.57	-
Staples Credit Plan	13,979.17	-
Stevens Creek Quarry, Inc.	692.99	-
Stockton Metropolitan	20.00	-
Summit Aerial Services Inc	9,250.00	-
SuperShieldz	-	-
Sutter EAP	1,249.25	-
Target Specialty Products	3,638.28	-
Tap Plastics Inc.	419.65	-
Teamsters Local No. 350	12,390.00	960.00
Teletrac Navman US LTD.	2,115.05	597.86
The Concept Genie	2,550.78	671.08
TFS-Zoom Imaging Solutions Inc	802.99	-
TigerSeal Products	-	-
TOGO's	-	-
Toshiba Financial Services	801.78	-
Towne Ford Sales	14,426.23	-
TPX Communications	20,611.11	-
TriTech Software Systems	13,059.96	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	1,260.00
Verizon Wireless	15,860.26	-
Vision Communications Co.	13,331.16	690.49
VizoCom	-	-
V.W. Housen & Associates	47,709.50	-
Watereuse Association	-	-
WeatherTech Direct	225.46	-
Weco Industries, Inc.	149,013.91	-
West Yost & Associates	42,927.96	1,912.00
Wex Bank	630.20	-
Wiley Price & Radulovich	61.81	-
Woodard & Curran	131,242.57	26,919.13
Young's Auto Supply Center	739.16	-
Zanker Recycling	3,451.58	-
Zip's AW Direct	118.31	-
Zoom	-	-
Zoom Imaging Solutions, Inc.	1,215.54	-
<b>TOTAL REGULAR PAYABLES</b>	<b>33,862,202.30</b>	<b>736,184.94</b>

**WEST BAY SANITARY DISTRICT**

SUMMARY OF FY2019-20 PAYMENTS  
(Through Withdrawal Order  
05/05/2020)

	TOTAL BY VENDOR 7/1/2019- 5/18/2020	WITHDRAWAL 5/18/2020
<b>REGULAR PAYABLES</b>		
<b>SALARIES/WAGES &amp; W/H</b>		
Salaries/Wages - Net Pay	1,849,854.65	101,469.06
Directors Fees - Net Pay	18,356.57	-
PrimePay Fees	5,449.94	-
IRS - Federal Payroll Taxes	384,104.79	23,290.74
EDD - State Payroll Taxes	130,765.20	7,009.31
ICMA	191,540.58	10,570.75
Performance Merit Program - Net Pay	124,143.65	-
TOTAL SALARIES RELATED	<u>2,704,215.38</u>	<u>142,339.86</u>
TOTAL PAYABLES	36,566,417.68	878,524.80
<b>SUMMARY</b>		
TOTAL CHECKS		635,966.07
TOTAL CORP CARD		31,160.54
TOTAL WIRES		<u>265,695.22</u>
TOTAL PAYABLES		<u><u>932,821.83</u></u>

**WEST BAY SANITARY DISTRICT**  
**Schedule of Cash Receipt Deposits**  
**5/5/2020-5/18/2020**

<b>DEPOSIT DATE</b>	<b>RECEIPT NUMBER</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
5/14/2020	461178	Permit: 1013 Louise St, MP	\$290.00
5/14/2020	461179	Permit: 2741 Georgetown St. EPA	\$290.00
5/14/2020	461180	Permit: 522 Bay Rd, MP	\$460.00
5/14/2020	461181	Permit: 1655 Magnolia Ct, MP	\$65.00
5/14/2020	461182	Permit: 1075 Valparaiso Ave, MP	\$290.00
5/14/2020	461183	Permit: 98 Moulton Dr, ATH	\$170.00
5/14/2020	461184	Permit: 455 Santa Margarita Ave, MP	\$290.00
5/14/2020	461185	Invoice No. 2019/20-077: 1148 Crane St., MP	\$5,482.50
5/14/2020	461186	Permit: 1305 Willow Rd, MP	\$290.00
5/14/2020	461187	Permit: 227 Santa Margarita Ave, MP	\$290.00
5/14/2020	461188	Permit: 704 Laurel Ave, MP	\$170.00
5/14/2020	461189	SRF Reimbursement #20	\$588,908.00
5/14/2020	461190	Permit: 82 Monte Vista Ave, MP	\$200.00
5/14/2020	461191	949 El Camino Real, MP	\$85,537.50
5/14/2020	461192	Vendor Refund - Inv 20119	\$3,600.00
5/14/2020	461193	SHGCC: Invoice 2019/20-073 & Invoice 2019/20-074	\$743,094.97
5/14/2020	461194	Permits & Connection Fee: 5 Blue Oaks, PV	\$8,961.00
<b>Total Deposit</b>			<b><u>\$1,438,388.97</u></b>



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

**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.



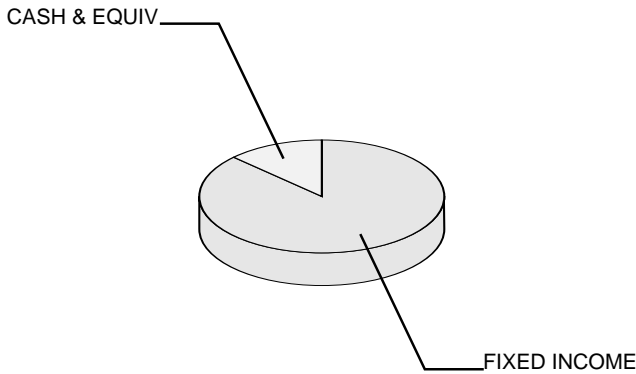
**WBSD - CAPITAL PROJECT RESERVE**

**Account Number:** 04/01/20 -  
**Statement Period:** 04/30/20

WEST BAY SANITARY DISTRICT  
 ATTN: PHILLIP L. SCOTT  
 500 LAUREL STREET  
 MENLO PARK CA 94025

**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	351,791.02	12.8%
Fixed Income	2,399,346.48	87.2%
<b>Total Portfolio</b>	<b>\$ 2,751,137.50</b>	<b>100.0%</b>
Accrued Income	15,766.30	
<b>Total Valuation</b>	<b>\$ 2,766,903.80</b>	

**Market Reconciliation**

	Current Period	Year To Date
<b>Beginning Market Value</b>	<b>\$ 2,078,824.43</b>	<b>\$ 2,666,749.24</b>
Income		
Interest.....	3,530.81	50,550.46
Purchased Income.....	-6,726.69	-9,380.09
Additions.....	683,000.00	683,000.00
Disbursements.....	-364.35	-641,819.68
Realized Gains/(Losses).....	-1.55	1,366.40
Change In Accrued Income.....	7,114.52	31.96
Change In Market Appreciation/(Depreciation).....	1,292.85	24,490.12
Non-Cash Asset Changes.....	233.78	-8,084.61
<b>Ending Market Value</b>	<b>\$ 2,766,903.80</b>	<b>\$ 2,766,903.80</b>



**WBSD - EMERGENCY CAPITAL RESERVE**

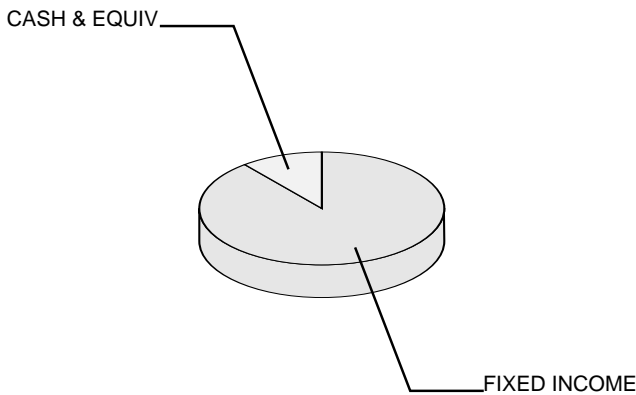
Account Number:  
 Statement Period:

04/01/20 -  
 04/30/20

WEST BAY SANITARY DISTRICT  
 ATTN: PHILLIP L. SCOTT  
 500 LAUREL STREET  
 MENLO PARK CA 94025

**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	431,418.08	11.1%
Fixed Income	3,444,168.15	88.9%
<b>Total Portfolio</b>	<b>\$ 3,875,586.23</b>	<b>100.0%</b>
Accrued Income	19,284.27	
<b>Total Valuation</b>	<b>\$ 3,894,870.50</b>	

**Market Reconciliation**

	Current Period	Year To Date
<b>Beginning Market Value</b>	<b>\$ 3,685,182.28</b>	<b>\$ 4,308,686.39</b>
Income		
Interest.....	6,156.00	82,001.84
Purchased Income.....	-3,516.07	-8,053.47
Additions.....	200,000.00	200,000.00
Disbursements.....	-645.74	-1,702,148.30
Cash Transfers.....	0.00	8,700.00
Realized Gains/(Losses).....	3,323.27	-21,224.04
Change In Accrued Income.....	3,133.14	-5,525.09
Change In Market Appreciation/(Depreciation).....	91.82	49,674.80
Non-Cash Asset Changes.....	1,145.80	982,758.37
<b>Ending Market Value</b>	<b>\$ 3,894,870.50</b>	<b>\$ 3,894,870.50</b>



**WBSD - OPERATING RESERVE**

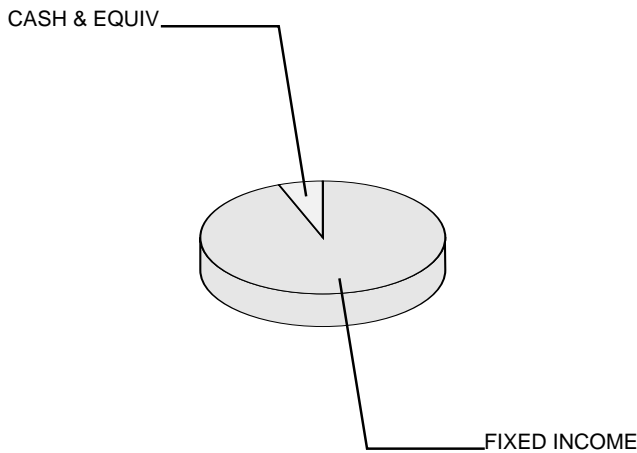
Account Number:  
 Statement Period:

04/01/20 -  
 04/30/20

WEST BAY SANITARY DISTRICT  
 ATTN: PHILLIP L. SCOTT  
 500 LAUREL STREET  
 MENLO PARK CA 94025

**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	550,169.69	5.8%
Fixed Income	8,881,723.65	94.2%
<b>Total Portfolio</b>	<b>\$ 9,431,893.34</b>	<b>100.0%</b>
Accrued Income	59,876.22	
<b>Total Valuation</b>	<b>\$ 9,491,769.56</b>	

**Market Reconciliation**

	Current Period	Year To Date
<b>Beginning Market Value</b>	<b>\$ 8,166,101.26</b>	<b>\$ 7,191,676.47</b>
Income		
Interest.....	9,852.92	146,244.85
Purchased Income.....	-21,360.20	-29,119.35
Additions.....	1,300,000.00	1,300,000.00
Disbursements.....	-1,431.03	-1,407,471.88
Cash Transfers.....	0.00	9,000.00
Realized Gains/(Losses).....	-1.70	17,973.89
Change In Accrued Income.....	24,724.79	21,853.37
Change In Market Appreciation/(Depreciation).....	13,497.91	94,301.57
Non-Cash Asset Changes.....	385.61	2,147,310.64
<b>Ending Market Value</b>	<b>\$ 9,491,769.56</b>	<b>\$ 9,491,769.56</b>





**WBSD - RATE STABILIZATION RESERVE**

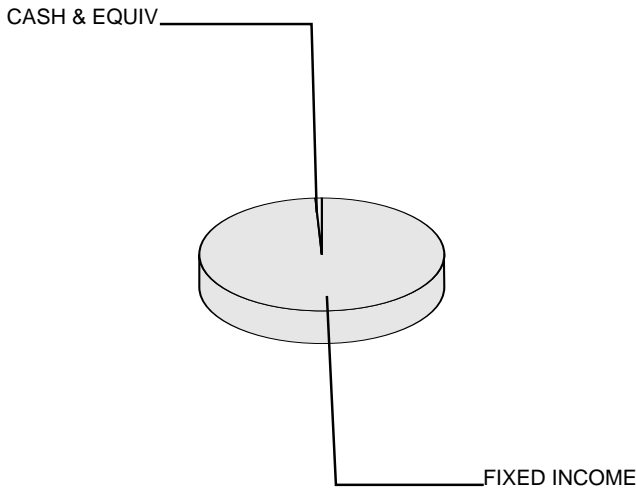
Account Number:  
 Statement Period:

04/01/20 -  
 04/30/20

WEST BAY SANITARY DISTRICT  
 RATE STABILIZATION RESERVE  
 500 LAUREL STREET  
 MENLO PARK CA 94025

**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	6,696.63	0.5%
Fixed Income	1,387,355.33	99.5%
<b>Total Portfolio</b>	<b>\$ 1,394,051.96</b>	<b>100.0%</b>
Accrued Income	11,905.83	
<b>Total Valuation</b>	<b>\$ 1,405,957.79</b>	

**Market Reconciliation**

	Current Period	Year To Date
<b>Beginning Market Value</b>	<b>\$ 1,403,292.32</b>	<b>\$ 6,081,980.07</b>
Income		
Interest.....	1,144.45	93,950.64
Purchased Income.....	-709.25	-1,379.48
Disbursements.....	-245.47	-1,560,354.55
Cash Transfers.....	0.00	-17,700.00
Realized Gains/(Losses).....	0.00	-5,003.35
Change In Accrued Income.....	3,368.61	-32,064.42
Change In Market Appreciation/(Depreciation).....	-884.12	30,402.11
Non-Cash Asset Changes.....	-8.75	-3,183,873.23
<b>Ending Market Value</b>	<b>\$ 1,405,957.79</b>	<b>\$ 1,405,957.79</b>



**WBSD - RECYCLED WATER CASH FLOW**

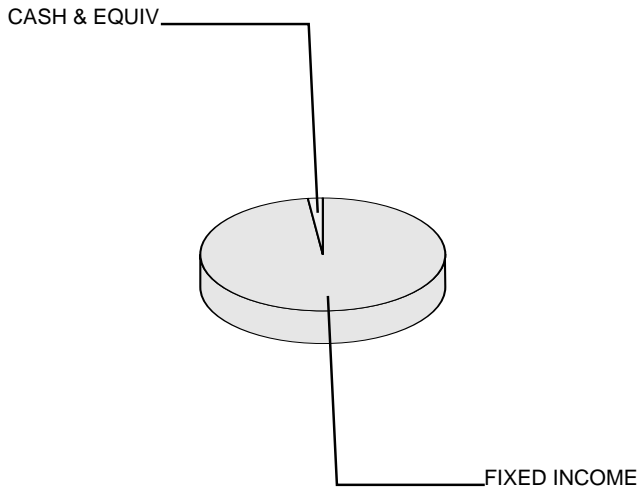
Account Number:  
 Statement Period:

04/01/20 -  
 04/30/20

WEST BAY SANITARY DISTRICT  
 RECYCLED WATER CASH FLOW  
 500 LAUREL STREET  
 MENLO PARK CA 94025

**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	4,925.59	2.2%
Fixed Income	221,709.52	97.8%
<b>Total Portfolio</b>	<b>\$ 226,635.11</b>	<b>100.0%</b>
Accrued Income	820.57	
<b>Total Valuation</b>	<b>\$ 227,455.68</b>	

**Market Reconciliation**

	Current Period	Year To Date
<b>Beginning Market Value</b>	<b>\$ 226,503.27</b>	<b>\$ 223,524.55</b>
Income		
Interest.....	589.85	3,920.52
Purchased Income.....	-63.55	-915.81
Disbursements.....	-39.69	-385.96
Realized Gains/(Losses).....	0.00	0.00
Change In Accrued Income.....	-196.09	289.56
Change In Market Appreciation/(Depreciation).....	556.19	853.23
Non-Cash Asset Changes.....	105.70	169.59
<b>Ending Market Value</b>	<b>\$ 227,455.68</b>	<b>\$ 227,455.68</b>



**WBSD - RECYCLED WATER SRF RESERVE**

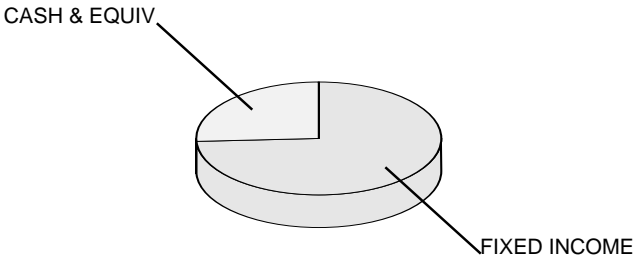
Account Number:  
 Statement Period:

04/01/20 -  
 04/30/20

WEST BAY SANITARY DISTRICT  
 RECYCLED WATER SRF RESERVE  
 500 LAUREL STREET  
 MENLO PARK CA 94025

**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	223,831.87	26.3%
Fixed Income	626,918.28	73.7%
<b>Total Portfolio</b>	<b>\$ 850,750.15</b>	<b>100.0%</b>
Accrued Income	3,668.76	
<b>Total Valuation</b>	<b>\$ 854,418.91</b>	

**Market Reconciliation**

	Current Period	Year To Date
<b>Beginning Market Value</b>	<b>\$ 853,842.13</b>	<b>\$ 838,864.78</b>
Income		
Interest.....	2,089.05	20,492.56
Purchased Income.....	-569.44	-2,540.72
Disbursements.....	-149.62	-1,446.09
Realized Gains/(Losses).....	1,283.17	2,941.80
Change In Accrued Income.....	-60.37	-1,253.01
Change In Market Appreciation/(Depreciation).....	-2,853.87	-2,647.87
Non-Cash Asset Changes.....	837.86	7.46
<b>Ending Market Value</b>	<b>\$ 854,418.91</b>	<b>\$ 854,418.91</b>

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## WEST BAY SANITARY DISTRICT AGENDA ITEM 5E

**To:** *Board of Directors*

**From:** *Bill Kitajima, Projects and IT Manager  
Jonathan Werness, Engineering Technician*

**Subject:** *Consideration of Authorizing the District Manager to Consent to the Abandonment of Right-of-Way at Alto Lane, Menlo Park*

---

### Background

There currently is an alley Right-of-Way (ROW) named Alto Lane that bisects the project area at 201 El Camino Real. The developer plans to vacate this ROW in order to merge the buildable land and construct a new mixed-use residential and office building. The District currently has a 6-inch sewer main within this portion of Alto Lane that only serves the current commercial buildings at 201 El Camino Real, which are soon to be abandoned and demolished. The developer proposes to connect sewer facilities of the new building either to the existing 8-inch main on Cambridge Avenue or the existing 24-inch main on El Camino Real. This would render the 6-inch main on Alto Lane useless.

On behalf of the developer, Mark Thomas Engineers has requested a no objection letter from the District to the proposed ROW vacation, however this typically would only be provided after the existing sewer main has been properly abandoned or relocated with a Class 3 permit. In order to get City approval to move forward with the project, Mark Thomas Engineers has requested that the District provides a no objection letter now with conditions that the existing sewer main is properly abandoned with a Class 3 permit, provided that the existing buildings are either demolished or provided new connections to an adjacent main. However, the Projects and IT Manager also recommends the additional condition that an easement be granted to the District in the event that the project falls through after the ROW vacation and the main is not abandoned.

### Analysis

The District has confirmed that the only sewer laterals connecting to this main are the commercial buildings at 201 El Camino Real (a Sushi restaurant and a Nail Salon). Once the project is approved by the City, the buildings will be abandoned, and the demolition and infrastructure abandonment would commence.

### Fiscal Impact

None

---

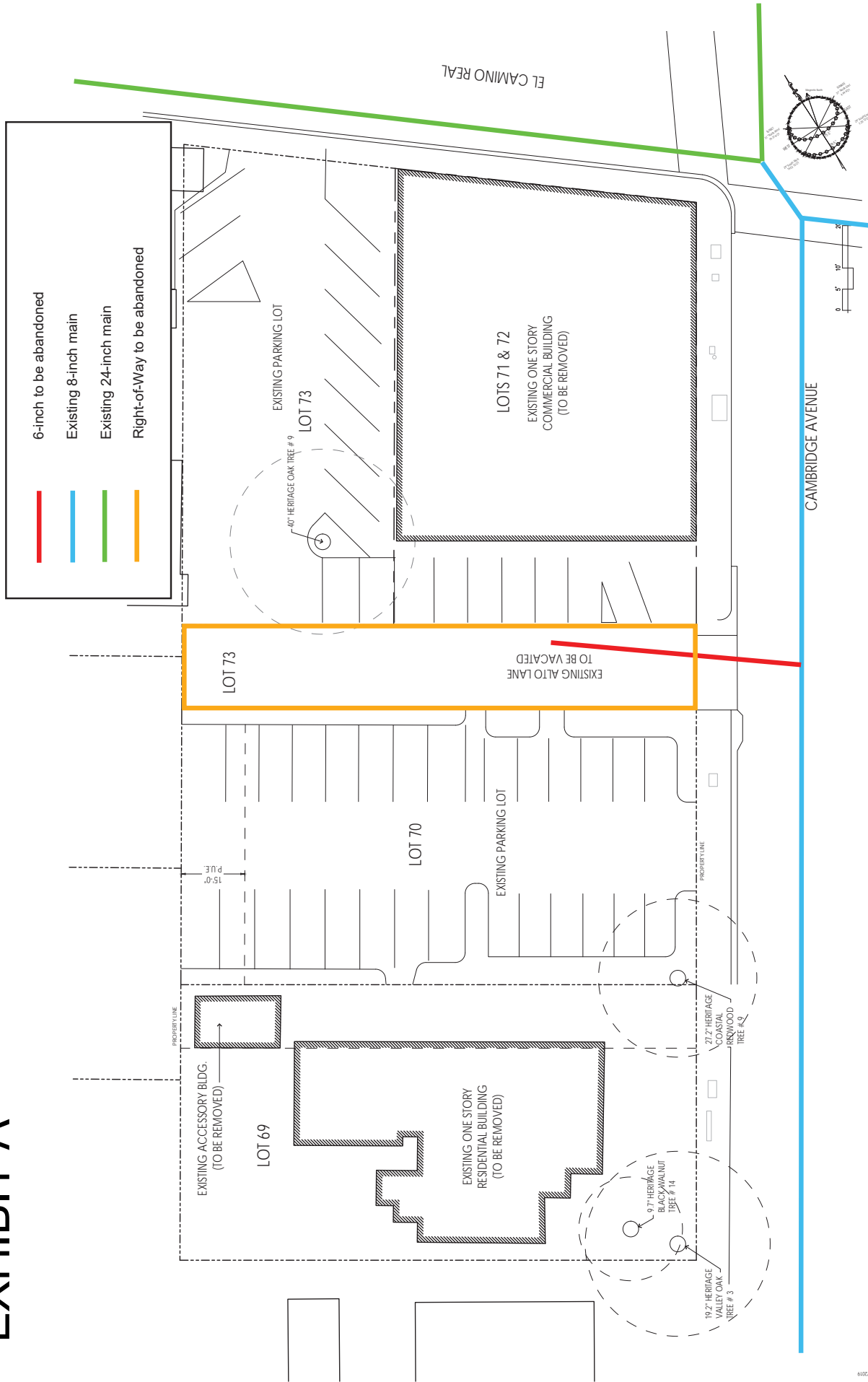
### Recommendation

The Projects and IT Manager recommends the District Board authorize the District Manager to provide a “no objection” letter with the following conditions:

- The main be properly abandoned with a Class 3 sewer permit only after the existing commercial buildings at 201 El Camino Real are either demolished or are provided with new connections to an adjacent main; and/or
- An exclusive sanitary sewer easement is dedicated to the District if the main is not abandoned for any reason.

Attachment: Exhibit A – Existing Site Map  
Exhibit B – Proposed Site Map  
Exhibit C – Letter from Engineer

# EXHIBIT A



ENVIRONMENTAL INNOVATIONS IN DESIGN  
 4330 EL CAMINO REAL, SUITE 200  
 MENLO PARK, CALIFORNIA 94025  
 PHONE: 650.329.8170 WWW.EIDARCHITECTS.COM

SHEET NUMBER  
**A-0.2**

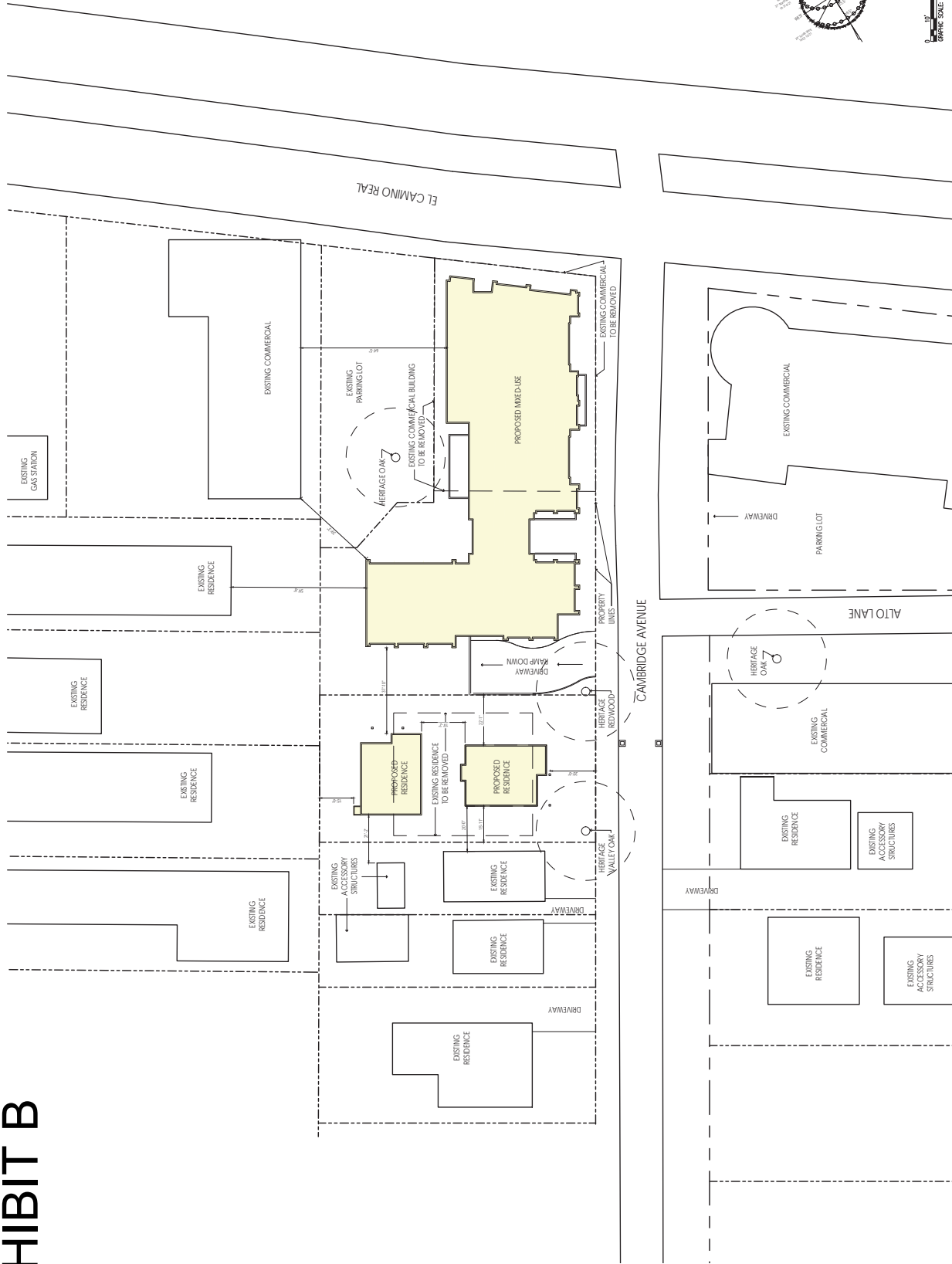
SHEET TITLE  
 EXISTING/DEMO  
 SITE PLAN

201 EL CAMINO REAL - 612 CAMBRIDGE AVE  
 MENLO PARK, CALIFORNIA 94025

DATE  
 06/13/2019

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# EXHIBIT B



ENVIRONMENTAL INNOVATIONS IN DESIGN  
 4330 WALKER PARKWAY, CAMBRIDGE, CA 94920  
 PHONE: 415.238.8170 WWW.EIDARCHITECTS.COM

SHEET NUMBER  
**A-1.0**

SHEET TITLE  
 AREA PLAN

201 EL CAMINO REAL - 612 CAMBRIDGE AVE  
 MENLO PARK, CALIFORNIA 94025

DATE  
 06/13/2019

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# EXHIBIT C



**MARK THOMAS**

April 9, 2020

**SUBJECT:** PETITION TO ABANDON RIGHT-OF-WAY

**LOCATION:** City of Menlo Park, County of San Mateo

To whom it may concern:

Please consider this letter our request for a Letter of No Objection to the proposed abandonment of the above- described Right-of-Way. Enclosed is a copy of the survey and description of the Right-of-Way that is located at El Camino Real and Cambridge Avenue, Menlo Park, California, for your review and comments. If you have any questions, or if I may be of further assistance, please contact me at (925) 627-4013. Thank you for your assistance in this matter.

Sincerely,

Travis Bohan

**MARK THOMAS**



(925) 938-0383  
3000 OAK ROAD, SUITE 650  
WALNUT CREEK, CA 94597

MARKTHOMAS.COM  
5E-5

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## WEST BAY SANITARY DISTRICT AGENDA ITEM 5F

**To:** *Board of Directors*

**From:** *Bill Kitajima, Projects & IT Manager*  
*Jonathan Werness, Engineering Technician*

**Subject:** *Consideration of Authorizing the District Manager to Issue the Class 3 Permit for the Sewer Main Replacement on El Camino Real, Menlo Park, CA*

---

### Background

The developer is proposing to renovate the historic Guild Theatre at 949 El Camino Real. The off-site package includes significant utility improvements in order to upgrade the outdated building. The District has an 8-inch mainline that currently fronts the associated parcel.

### Analysis

In order to accommodate all of the utility improvements, the alignment of the District's sewer main will change slightly. The new main will be upgraded to 8-inch PVC C900 material.

At the District Board's regular meeting of November 13, 2019, the District entered into an agreement creating covenants running with the land with the Peninsula Arts Guild, in order to grant a variance to have a sampling manhole within the right-of-way. This sampling manhole will be installed in conjunction with the work under this Class 3 permit.

The end result will be an upgraded sewer main along with a sampling manhole for the Guild Theatre, which brings the commercial property up to the District's current Code. The plan set has been reviewed and approved by District staff.

### Fiscal Impact

No impact to the District.

### Recommendation

The Projects Manager recommends the District Board direct the District Manager to issue Class 3 Sewer Permit No.1103 for the sewer work.

Attachments: Resolution \_\_\_\_\_(2020)  
Class 3 Permit (1103)  
Exhibit A - Site Map

RESOLUTION NO. \_\_\_\_\_ (2020)

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

\*\*\*\*\*

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

ENVIRONMENTAL IMPACT REVIEW

Name of Project: Guild Theatre

Location: 949 El Camino Real, Menlo Park, CA

Entity or Person Undertaking Project: Peninsula Arts Guild

Determination of the District Board:

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

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

N/A

The Board certifies that the Preliminary Review and Notice of Exemption has been prepared and completed in compliance with the California Environmental Quality Act and the State Guidelines.

The Board finds that the project Preliminary Review and Notice of Exemption identifies the following significant effects:

N/A

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

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

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

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

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

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

The District Manager of West Bay Sanitary District is directed to prepare a Notice of Exemption pursuant to the provisions of the State Guidelines Implementing the California Environmental Quality Act adopted by Resolution No. 1105 of this District Board. The District Manager is ~~(further)~~ (not) directed to prepare and file a Statement of Overriding Consideration pertaining to the approval of this project pursuant to the provisions of the same Guidelines.

\*\*\*\*\*

Passed and adopted by the District Board of West Bay Sanitary District at a regular meeting thereof held on the 27<sup>th</sup> day of May 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

# WEST BAY SANITARY DISTRICT

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

Permit Number  
1103

Type \_\_\_\_\_

## APPLICATION FOR CLASS 3 SEWER PERMIT

To the WEST BAY SANITARY DISTRICT:

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

949 EL CAMINO REAL, MENLO PARK, CA 94025

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

Residential  Non-residential Development at said location.

### ENGINEER'S

STEVAN NAKASHIMA  
Name

1420 HOLLY AVE., LOS ALTOS, CA.  
Address 94024

### CONTRACTOR'S

DEFREITAS PIPELINE  
Name

6265 SOUTHFRONT AVE. CA, 94551  
Address LIVERMORE

### OWNER'S

PENINSULA ARTS GUILD  
Name

314 LYTON AVE DALO ALTO  
Address CA 94030

Paul L. Kriebel  
Applicant's Signature

FRED KRIEBEL  
Signed by - Please Print Name

1085 DEWANA DR., MENLO PARK, CA  
Address 94025

Receipt of \$ 585 Application Fee is hereby acknowledged 5/12/2020  
Date

Receipt of \$ 2000  Cash Deposit or  Performance Bond

Comments SEWER MAIN RELOCATION

Approved by the District Board on \_\_\_\_\_.

Application approved and permit issued:

**WEST BAY SANITARY DISTRICT**  
**Phil Scott, District Manager**

Date \_\_\_\_\_ By \_\_\_\_\_

Final Acceptance by the District Board on \_\_\_\_\_.

# EXHIBIT A SITE MAP



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## EST BAY SANITARY DISTRICT AGENDA ITEM 5G

**To:** *Board of Directors*

**From:** *Bill Kitajima, Projects & IT Manager  
Jonathan Werness, Engineering Technician*

**Subject:** *Consideration of Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1052 for Sewer Main Replacement for the Development Project at 100 & 200 Independence Drive, Menlo Park (Known as Menlo Gateway Phase I)*

---

### Background

This permit was for the replacement and realignment of the existing sewer main on Independence Drive in order to serve the development known as Menlo Gateway Phase I, which includes office space for Facebook, and the Nia Hotel. The existing 6" clay pipe was upgraded to 8" PVC C900, and an overflow line was installed to connect the high-point manhole to the sewer main on Chrysler Drive. Overflow lines are an excellent way to provide redundancy in the collection system, and are included whenever feasible. Also included in this work were a few new manholes at connection points on the rear side of the property where some laterals discharge into the District's 54" main running through the easement.

### Analysis

The Board issued this Permit at the Regular Meeting of September 14, 2016.

The work has been completed and has been inspected, tested, and approved by staff as being in conformance with District Standards. The developer has submitted a bond for the one-year guarantee of the work, record drawings, CCTV, as well as lien releases of subsequent contractors.

### Recommendation

The Projects & IT Manager recommends that the Board accepts these facilities and directs the District Manager to approve the Class 3 Permit No. 1052.

Attachments: Class 3 Permit No. 1052  
Exhibit A: Site map

---

# WEST BAY SANITARY DISTRICT

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

Permit Number  
No 1052

Type \_\_\_\_\_

## APPLICATION FOR CLASS 3 SEWER PERMIT

To the WEST BAY SANITARY DISTRICT:

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

100/150/190 Independence Drive Menlo Park

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

Residential  Non-residential Development at said location.

### ENGINEER'S

Kimley Horn / Mike Mowery

Name

4637 Chabot Drive Pleasanton, CA

Address

### CONTRACTOR'S

Webcor Builders / Mark Whitley

Name

115 Constitution Drive Menlo Park

Address

### OWNER'S

Behannon Development

Name

60 South 31st Street San Mateo

Address

  
Applicant's Signature

David D. Behannon / Mark Whitley

Signed by - Please Print Name

60 South 31st Street San Mateo

Address

Receipt of \$ 500.00 Application Fee is hereby acknowledged \_\_\_\_\_

Receipt of \$ 2,000  Cash deposit or  Performance Bond

Date

Comment sewer main on Independence Drive to support Menlo

Gateway Project

Approved by the District Board on \_\_\_\_\_

Application approved and permit issued:

**WEST BAY SANITARY DISTRICT**

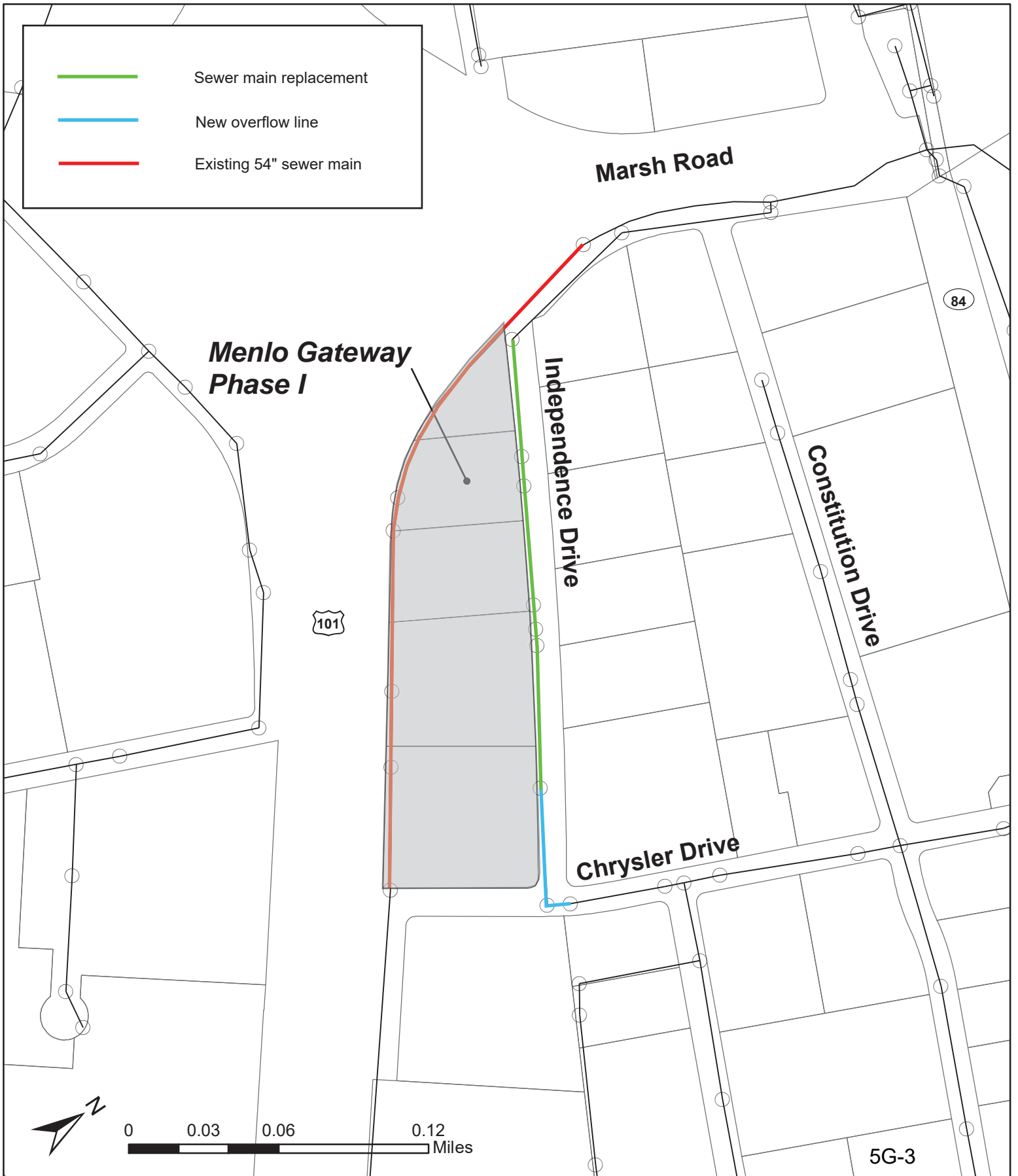
Phil Scott, District Manager

Date \_\_\_\_\_

By \_\_\_\_\_

Final Acceptance by the District Board on \_\_\_\_\_

# EXHIBIT A SITE MAP



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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 6**

**To: Board of Directors**

**From: Phil Scott, District Manager**

**Subject: Consideration of Establishing Date and Time of Public Hearing to Consider Annual Tax Roll Sewer Service Charge Report for Fiscal Year 2020/2021**

---

**Background**

District Regulations Article IX Section 900 (10B) require that the District Manager file with the Secretary of the District Board on or before July 15<sup>th</sup> a written report containing a description of each parcel receiving sewer service and the charges to be imposed upon said parcels.

The Secretary of the Board is required to provide notice that the report has been filed and to establish a time and date of Public Hearing to consider any objections or protest to the sewer service charges to be collected on the tax roll for the Fiscal Year 2020/2021.

**Recommendation**

A proposed notice of public hearing is attached for the Board's consideration. Staff proposes to conduct the Public Hearing on Wednesday, July 8, 2020 at 7:00pm.



## WEST BAY SANITARY DISTRICT

### NOTICE OF PUBLIC HEARING

**NOTICE IS GIVEN** pursuant to Sections 5473, et. seq. of the California Health and Safety Code that the District Board of West Bay Sanitary District has, by general regulation, elected to collect its charges for sewer services for FY 2020-2021 on the tax roll in the same manner as general taxes and will cause to be filed with its Secretary a written report containing a description of each parcel of real property receiving sanitary sewer service from the District and the amount of the charge for each parcel.

**NOTICE IS FURTHER GIVEN** that on Wednesday evening, July 8, 2020 at the hour of 7:00 p.m. at the meeting room located at the District's offices, located at 500 Laurel Street, Menlo Park, CA the District Board will conduct a Public Hearing to hear and consider all protests and objections, if any, to the report.

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

Dated: May 27, 2020

---

Phil Scott  
District Manager



## WEST BAY SANITARY DISTRICT AGENDA ITEM 7

**To:** *Board of Directors*

**From:** *Phil Scott, District Manager*

**Subject:** *May 27<sup>th</sup> 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.

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**Report to the District Board for the Regular Meeting of May 27, 2020**

*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.

#### 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 (\$5,000 to \$7,000), 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 8**

**To: Board of Directors**

**From: Phil Scott, District Manager**

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

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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 9

**To:** *Board of Directors*

**From:** *Phil Scott, District Manager*

**Subject:** *Consider Ratification of W&C Water Environment Consultant Agreement for Preparation of State Revolving Fund Application for the Recycled Water Project*

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### Background

The West Bay Sanitary District (WBSD) owns and operates a Flow Equalization and Resource Recovery Facility (FERRF) on its retired wastewater treatment plant site in Menlo Park, north of Bedwell Bayfront Park (see Exhibit 1). The FERRF currently is used to occasionally equalize sanitary sewer flows. This facility is located within the FEMA 100-year flood zone and is likely to flood if there is a 50-year storm surge at the same time as mean high-high water. The project is a two-phase project. Phase 1 is to raise the levees to Elevation 15, which will remove the entire site from the flood plain and protect it against the 50-year SLR projected for San Mateo County. Phase 2 is construction of a recycled water treatment facility on the site.

Phase 2 is the construction of a 0.5 MGD MBR/UV satellite recycled water treatment facility, and associated pump stations and piping. The Project will provide 220 AFY of recycled water to commercial customers in the Bayfront area of Menlo Park offset the delivery of potable water to the City. The City of Menlo Park encourages and supports the use of recycled water and as part of its "Connect Menlo Land-Use-Element" of its General Plan. Staff believes the current funding environment for infrastructure and recycled water projects makes this an opportune time to submit an application for a Clean Water State Revolving Fund loan to fund the recycled water treatment facility. The project should be a good candidate for funding since it provides water quality and water sustainability benefits.

Woodard & Curran, Inc. (W&C), has provided West Bay Sanitary District (District) with a proposal for preparation of a State Water Resource Control Board (SWRCB) Clean Water State Revolving Fund (CWSRF) Proposition 1 Water Recycling Funding application. The District is seeking services to provide assistance to secure construction funding through the SWRCB CWSRF for the Bayfront Recycled Water project as part of its developing recycled water program.

As stated in their proposal, W&C has in-depth understanding of loan and grant funding processes which has allowed W&C to secure over \$1.57 Billion in grants and loans for California agencies and municipalities for water resource development, wastewater, storm water, recycled water, and watershed management projects over the past 20 years and \$448 million in SRF funding. W&C prepared the District's SRF application in 2015 for the Recycled Water Project – Sharon Heights and was successful in obtaining \$22.6 million in SRF loan and included \$5.2 million as grant.

### Analysis

Though the SRF interest rate fluctuates, the current interest rate for SRF loans are at 1.2% and in 2015 when the District obtained the SRF loan for the Sharon Heights project we received a 1% rate. The Board directed the District Manager to bring a professional services agreement proposal for the submission of an SRF loan for the Bayfront Recycled Water Project. Staff feels that W&C is the consultant best suited to assist the District in this application effort at the best value based the success and value of the last SRF loan, coupled with the fact that they have detailed knowledge of the project.

Pricing of these services also seem in line with the pricing of the 2015 SRF application cost of approximately \$34,000.

The project tasks include:

Task 1 – Project Management and Coordination

Task 2 – Clean Water SRF Application

- General Information package
- Technical Package
- Environmental Package
- Financial Package

Task 3 – Follow up Coordination with SWRCB

### Fiscal Impact

The total cost of the Consultant Agreement will be \$44,751.00 to be allocated from the Capital Assets Fund.

### Recommendation

The District Manager recommends the District Board approve the W&C Inc., Consultant Agreement for Preparation of State Revolving Fund Application for the Bayfront Recycled Water Project.

# Professional Services Agreement for Bayfront Recycled Water Project SRF Funding Application

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## PROFESSIONAL SERVICES AGREEMENT FOR Bayfront Recycled Water Project SRF Funding Application

THIS AGREEMENT for professional services is made by and between the West Bay Sanitary District (“District”) and Woodard & Curran Inc., (“Consultant”) (referred to individually as a “Party” and collectively, as the “Parties”) as of May 27, 2020 (the “Effective Date”).

NOW, THEREFORE, in consideration of each other’s mutual promises, the Parties hereto agree as follows:

### SECTION 1: SCOPE OF WORK

Consultant will furnish services as defined and described in the Scope of Work, attached hereto as Exhibit A and incorporated herein.

### SECTION 2: RESPONSIBILITIES OF CONSULTANT

All work performed by Consultant, or under Consultant’s direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and warrants that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

Consultant shall not undertake any work beyond the **Scope of Work** set forth in **Exhibit A** unless such additional work is approved in advance and in writing by District. The cost of such additional work shall be reimbursed to Consultant by District on the same basis as provided for in Section 4.

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

Consultant shall meet with the District Manager, hereinafter called "District Representative", or other designated and authorized District personnel, or third parties as necessary, on all matters connected with carrying out of Consultant’s services described in Exhibit A. Such meetings shall be held at the request of either Party. Review and District approval of completed work shall be obtained monthly, or at other intervals as may be mutually agreed upon during the course of this Agreement.

### SECTION 3: RESPONSIBILITIES OF THE DISTRICT

District shall make available to Consultant all necessary data and information in the District's possession and shall actively assist Consultant in obtaining such information from other agencies and individuals as needed.

The District Representative may authorize a staff person to serve as his or her representative. The work in progress shall be reviewed at such intervals as may be mutually agreed upon between the Parties. The District will be the sole judge of acceptable work. If the work is not acceptable, District will inform Consultant of the changes or revisions necessary to secure approval.

### SECTION 4: FEES AND PAYMENT

For services actually performed, the District will compensate Consultant at the rates set forth in the **Fee Schedule** detailed in **Exhibit B** and in accordance with the terms set forth therein. Payment for Consultant's services in carrying

## Professional Services Agreement for Bayfront Recycled Water Project SRF Funding Application

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out the entire Scope of Work shall be made within the budget limit, or limits shown, upon Exhibit B. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in the Scope of Work. Markups shall not be charged for any approved sub-consultants or subcontractors.

Consultant agrees that the payments to Consultant specified in this Section 4 will constitute full and complete compensation for all obligations assumed by Consultant under this Agreement. Where conflicts regarding compensation may occur, the provisions of this section apply.

Variations from the budget for each task which are justified by statements indicating personnel time expended and submittal of a revised budget are allowed with prior District approval; however, in no event shall the total fee charged for the Scope of Work set forth in Exhibit A exceed the budget of **\$44,751** without advance written District authorization in the form of an amendment or change order.

Invoices shall detail the time worked by each class of employee on each task and the expenses incurred for which billing is made. Invoices shall indicate the percentage completion of each work task as identified in the Scope of Work in Exhibit A and the overall percentage of completion of the total required services. Unless otherwise specified in the Fee Schedule, payments shall be made monthly by the District within 30 days based on itemized invoices from the Consultant which list the actual costs and expenses.

All invoices shall contain the following affidavit signed by Consultant (if individual) or by a principal of Consultant's firm (if Consultant is an entity):

"I hereby certify [or as principal of Consultant] that the charge of (Insert invoice amount) as summarized above and shown in detail on the attachments is a fair and reasonable use of public funds, is in accordance with the terms of Agreement dated (Insert Agreement Date), and has not been previously paid."

### SECTION 5: TRAVEL REIMBURSEMENT POLICY

The District agrees to reimburse Consultant and Consultant's employee(s) for only authorized travel expenses, **as indicated by a mark below**. It is expected that all travel expenses incurred by Consultant while conducting activities on behalf of the District will be at reasonable rates and that Consultant and Consultant's employee(s) will exercise prudence in incurring these expenses.

Meals: Meals are reimbursed at the current GSA Meals & Incidental per diem rate by county ([www.gsa.gov/travel](http://www.gsa.gov/travel)). The District does not reimburse for actual costs for meals. Reimbursement is based solely on per diem rates. Do not submit meal receipts.

- Travel before 8:00a qualifies for breakfast reimbursement.
- Travel between 8:00a – 1:30p qualifies for lunch reimbursement.
- Travel between 1:30p – 7:00p (or later) qualifies for dinner reimbursement.
- Days between hotel stays and days starting before 8a and ending after 7p, qualify for the full GSA Meals & Incidental per diem rate.

Ground Transportation: Ground transportation is reimbursable when it is for travel between the Consultant's place of business, their employee's home, or an airport to their District work location.

1. Reasonable fees for taxis, shuttles, busses, trains, light rail, ride hailing services (Uber, Lyft), bike shares (Jump), and similar modes of transportation will be reimbursed. Receipts are required for reimbursement.
2. Personal vehicles include vehicles owned by the Consultant or Consultant's employee(s).
  - Mileage will be reimbursed at the current IRS mileage rate.



## Professional Services Agreement for Bayfront Recycled Water Project SRF Funding Application

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- Evidence of automobile liability insurance meeting the District's requirements must be provided.
  - Maps showing starting point, District work location, and total miles are required for reimbursement.
3. Car rentals are reimbursable when:
- Consultant does not have access to employer owned or personal vehicles.
  - The rental reservation is made as far in advance as is practical and the lowest possible price is obtained.
  - Insurance coverage is included in the rental agreement and the car is returned with a full tank of gas.
  - The smallest vehicle necessary is rented.
  - Parking expenses are included in the GSA Meals & Incidental per diem rate. The District will not pay additionally for parking expenses.
  - Receipts are required for reimbursement.
- Airfare: Airfare is reimbursable when the Consultant's place of business, or Consultant's employee's home, is more than 250 miles away from the West Bay Sanitary District office or the applicable District work location for performing the work herein.
- Airfare must be lowest available coach class fare. Flights may be non-stop.
  - Airfare must be booked as far in advance as is practical.
  - Fees for one piece of checked luggage (and any equipment necessary for the work being done) will be reimbursed.
  - Extra charges for seat assignments, refundable tickets, travel insurance/protection, and similar fees are not reimbursable.
  - If the District cancels the need for travel and the ticket cannot be changed or refunded, the ticket cost will be reimbursable.
  - Receipts are required for reimbursement.
- Lodging: Lodging is reimbursable when the Consultant must work on site for two or more consecutive days and the Consultant's place of business, or their employee's home, is more than 60 miles away from West Bay Sanitary District office or the applicable District work location for performing the work herein.
- Lodging is reimbursed up to the current GSA rate by county ([www.gsa.gov/travel](http://www.gsa.gov/travel)).
  - Costs for hotel rooms above this rate are the responsibility of the traveler.
  - Receipts are required for reimbursement.

General Rule

1. Travel expenses not listed or checked above will not be reimbursed.
2. Travel reimbursements are paid after the completion of travel. There are no travel advances.
3. Exceptions to any of the above requirements require advance written permission from the Department Head of the department contracting with the Consultant.

**SECTION 6: CHANGES IN WORK**

District may negotiate changes in the Scope of Work. No changes in the Scope of Work shall be made without the District's written approval. Any change requiring compensation in excess of the sum specified in Exhibit B shall be approved in advance in writing by the District. Only District's authorized representative(s) is authorized to approve changes to this Agreement on behalf of District.

**SECTION 7: TIME OF BEGINNING AND SCHEDULE FOR COMPLETION**

Consultant shall begin work upon its receipt of a written Notice to Proceed. The Notice to Proceed shall not be issued until after this Agreement has been approved and authorized by the District.

The **Work Schedule** for completion of the work shall be as shown upon **Exhibit C**. In the event that major changes are ordered, the schedule for completion as stated in Exhibit C will be adjusted by District so as to allow Consultant a reasonable period of time within which to complete any additional work which may be required as a result of the ordered changes.

Neither party will be held responsible for delay or default caused by declared emergencies, natural disasters, or any other cause which is beyond the party's reasonable control. Consultant will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement.

The District reserves the right to obtain the item(s) covered by this Agreement from another source during any on-going suspension of service due to the circumstances outlined above.

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

**SECTION 8: TERMINATION**

The District or Consultant may terminate the Agreement for convenience by providing written notice to the other party not less than 30 calendar days prior to an effective termination date.

The District or Consultant may terminate the Agreement for material breach of agreement by providing written notice to the other party not less than 14 calendar days prior to an effective termination date.

Upon notice of termination, the Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The District's only obligation to the Consultant will be just and equitable payment for services authorized by, and received to the satisfaction of, the District up to and including the effective date of termination. All finished or unfinished work or documents procured or produced under the Agreement will become property of the District upon the termination date. The District reserves the right to obtain services elsewhere, and the defaulting Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the District. In no event will the District be liable for any loss of profits on the resulting agreement or portion thereof so terminated. After the effective date of termination, Consultant will have no further claims against the District under the Agreement.

## Professional Services Agreement for Bayfront Recycled Water Project SRF Funding Application

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Termination of the Agreement pursuant to this paragraph may not relieve the Consultant of any liability to District for damages sustained by District because of any breach of Agreement by Consultant, and District may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due District from Consultant is determined.

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

### SECTION 9: INSURANCE

Prior to the beginning of and throughout the duration of the Agreement, Consultant will maintain and comply with the **Insurance Requirements** as set forth in **Exhibit D**. Consultant will insure the District against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Consultant, Consultant's agents, representatives, employees or subcontractors.

### SECTION 10: INDEMNIFICATION

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

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

### SECTION 11: EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION POLICIES

The District promotes a working environment free from abusive conduct, discrimination, harassment, and retaliation; and requires equal opportunity in employment for all regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or veteran status, or any other consideration made unlawful by local, State or Federal law. District requires Consultant to be in compliance with all applicable Federal and State and local equal employment opportunity acts, laws, and regulations and Consultant is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Consultant's business organization.

SECTION 12: LEGAL ACTION/ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the San Mateo County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the District.

SECTION 13: AMENDMENTS

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the District and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the District's Representative. No representative of the District is authorized to obligate the District to pay the cost or value of services beyond the scope of services set forth in Exhibit A. Such authority is retained solely by the District Representative. Unless expressly authorized by the District Representative, Consultant's compensation shall be limited to that set forth in Exhibit B, Fee Schedule.

SECTION 14: MISCELLANEOUS PROVISIONS

1. Project Manager. District Representative reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the District.
2. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. Subcontractors. Subcontracting of work without prior approval of the District, may result in contract termination. If at any time, the District determines any subcontractor is incompetent or undesirable, Consultant will be notified and will be expected to immediately cancel the subcontract.
4. Independent Contractor. In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the District for any purpose.
5. Consultant Not an Agent. Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.
6. Assignment. This Agreement shall not be assigned without first obtaining the express written consent of the District Representative. Neither party may assign this Agreement unless this Agreement is amended in accordance with its terms.
7. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees and subcontractors, covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code, and any applicable conflict of interest laws and regulations. Consultant will immediately advise District if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement.

8. District Property. The work, or any portion, of Consultant in performing this Agreement shall become the property of District. The Consultant shall be permitted to retain copies or such work for information and reference in connection with the District's use. All materials and work product, whether finished or unfinished, shall be delivered to District upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the District and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of District. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the District.
9. Confidentiality. During the course of this Agreement, each party may disclose to the other certain information which may be considered confidential by the disclosing party. ("Confidential Information"). Confidential Information shall mean any and all information or proprietary materials (in every form and media) not generally known to the public and which has been or is hereafter disclosed or made available by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), either verbally or in writing, in connection with this Agreement, including the terms of this Agreement.

Unless otherwise required by law, and except as expressly provided in this Agreement, the Receiving Party will not use or disclose any Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent, except disclosure to and subsequent uses by the Receiving Party's employees or consultants on a need-to-know basis, provided that each are under confidentiality obligations similar to those contained herein. The Disclosing Party's Confidential Information may only be used by the Receiving Party of the purpose of implementing this Agreement. The Receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the Receiving Party uses to protect the Receiving Party's own Confidential Information and trade secrets, and in no event less than reasonable care. Upon the Disclosing Party's written request, the Receiving Party shall return or certify the destruction of all Confidential Information.

10. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of five years from the date of the final District payment for Consultant's services.
11. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws.
12. Licensure. Consultant warrants that Consultant, its subcontractors and/or agents (if any) has/have complied with any and all federal, state, and local licensing requirements and agrees to provide proof of any required permits, licenses, or certificates.
13. Registration with DIR. [For Public Work Only] Consultant acknowledges that it and/ any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or subconsultant's current registration to perform public work. Labor Code section 1771.1(b).

**Professional Services Agreement for Bayfront Recycled Water Project SRF Funding Application**

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14. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e).
15. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, natural disaster, or other peril, existing or future, which is beyond the reasonable control of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule and Consultant compensation based on District's sole discretion.
16. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein.
17. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
18. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
19. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
20. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
22. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, and delivered through overnight Federal Express or priority U.S. Mail, addressed to recipient as follows:

**To DISTRICT:**  
West Bay Sanitary District  
Attn: District Manager  
500 Laurel Street  
Menlo Park, CA 94025  
[info@westbaysanitary.org](mailto:info@westbaysanitary.org)  
650.321.0384

**To CONSULTANT:**  
Woodard & Curran Inc.  
Attn: Dave Richardson  
2175 N. California Blvd, Ste. 315  
Walnut Creek, CA 94596  
[www.woodardcurran.com](http://www.woodardcurran.com)  
925.627.4100

**Professional Services Agreement for Bayfront Recycled Water Project SRF Funding Application**

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

23. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

24. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

Approved As To Form:
By: _____ Date: _____
Tony Condotti, District Counsel

WEST BAY SANITARY DISTRICT
By: _____ Date: _____
Phil Scott, District Manager
By: _____ Date: _____

WOODARD & CURRAN INC.
By: _____ Date: _____
Dave Richardson, Principal-in-Charge

EXHIBIT A: SCOPE OF WORK

| [Fill in individually for each agreement or insert from Consultant's proposal.]



## Exhibit A

Via Electronic Mail

May 22, 2020



Mr. Phil Scott  
West Bay Sanitary District  
500 Laurel Road  
Menlo Park, CA 94025

Re: Proposal for Preparation of a State Water Resource Control Board Clean Water State Revolving Fund Water Recycling Funding Application

Dear Mr. Scott:

Woodard & Curran, Inc. (W&C) greatly appreciates the opportunity to provide you with our proposal for preparation of a State Water Resource Control Board (SWRCB) Clean Water State Revolving Fund (CWSRF) Water Recycling Funding application. It is our understanding that West Bay Sanitary District (WBSD) is seeking services to provide assistance to secure construction funding through the SWRCB CWSRF for the Bayfront Recycled Water Project as part of its recycled water program.

### **BACKGROUND**

It is anticipated funding will be available through CWSRF for qualifying projects. Our in-depth understanding of loan and grant funding processes has allowed W&C to secure over \$1.57 billion in grants and loans for California agencies and municipalities for water resource development, wastewater, storm water, recycled water, and watershed management projects over the past 20 years, and \$448 million in SRF funding. In 2015, Woodard & Curran supported preparation of WBSD's CWSRF Proposition 1 Water Recycling Funding application for its Sharon Heights Recycled Water Project and a total \$22 million was awarded to the project.

### **PROJECT TEAM**

The project team that will be responsible for the preparation of the application includes myself as Principal in Charge (PIC), Sally Johnson as Project Manager (PM), and Lindsay Martien as Project Planner (PP). Our team brings history and experience in preparing grant applications both for WBSD and for the SWRCB SRF funding programs.

The scope of work is provided as Attachment A, the fee estimate is provided as Attachment B, and the project schedule is provided as Attachment C. These documents reflect our most recent understanding of the tasks to be completed for funding through the Water Recycling Program. Please do not hesitate to contact me at 925-627-4138, drichardson@woodardcurran.com. We thank you for this opportunity to serve WBSD and look forward to your review of our proposal.

Sincerely,

Woodard & Curran

A handwritten signature in black ink that reads "David L. Richardson".

David L. Richardson, P.E.  
Principal-in-Charge

## ATTACHMENT A: SCOPE OF WORK

This scope of work describes the work items to be performed by W&C in preparing a Recycled Water CWSRF grant application for WBSD's Bayfront Recycled Water Project. Following the Scope is the SRF document checklist, delineating which items will be furnished by WBSD.

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

This task will include general project team management, coordination, and communication with WBSD and the project team. A kickoff meeting will establish lines of communication for preparation of this application, confirm work products completed to date, and obtain and discuss available documents and information for use in completing the tasks.

As part of this task, W&C will also complete monthly progress reports and invoicing and track the schedule and budget to ensure the tasks are completed in a timely fashion. Quality Assurance/Quality Control (QA/QC) for all project deliverables is also included under this task.

#### Task 1 Deliverables:

- Monthly invoicing and progress reporting

### **Task 2 – Clean Water SRF Application**

W&C will prepare the General Information, Technical, Environmental, and Financial Security Packages that make up the SRF application. The packages will be prepared for the Bayfront Recycled Water Project as described in the Policy for Implementing the Clean Water State Revolving Fund (amended December 2019), the Water Recycling Funding Program Guidelines (amended October 2019), and the Application Information and Instructions (revised May 2018).

#### **Subtask 2.1 – General Information Package**

The General Package consists of the form and any applicable attachments to support the form and sustainability claims, such as maps and explanations of energy savings or reduced operating costs.

W&C will complete the form and applicable attachments, develop a list of requested items, and provide the draft form and attachments to WBSD for review and input. W&C will then finalize the form and attachments for submittal to SWRCB. WBSD will be responsible for providing copies of required documents and signing necessary documents.

#### Subtask 2.1 Deliverables:

- Draft General Package materials
- Final General Package materials

#### **Subtask 2.2 – Technical Package**

The Technical Packages consists of the form and associated attachments, such as the Project Report, General Plan Compliance Certification, and Regional Water Quality Control Board Requirements. Because the Bayfront Recycled Water Project is a water recycling project, the Project Report must describe the project area; recycled water demand, wastewater characteristics, existing facilities, and current water quality; treatment objectives for discharge or reuse; project alternatives analysis; and the selected project. Additionally, the Technical Package must include the Recycled Water User Assurance and User Connection Schedule attachments.

W&C assumes most of the information for the project report can be obtained from documents that have already been completed for the project. Information not available will need to be provided by WBSD. W&C will complete the form and attachments, develop a list of requested items, and provide the draft form and attachments for review and input. W&C will then finalize the form and attachments for submittal to SWRCB. WBSD will be responsible for signing necessary certifications and forms.

Subtask 2.2 Deliverables:

- Draft Technical Package materials
- Final Technical Package materials

**Subtask 2.3 – Environmental Package**

The Environmental Package consists of the form and associated attachments, such as the evaluation form, Draft and Final Mitigated Negative Declaration (MND), Mitigation Monitoring and Reporting Program (MMRP), Notice of Determination, and more. Because the CWSRF loan program is partially funded by the U.S. Environmental Protection Agency (EPA), the Bayfront Recycled Water Project must also be compliant with CEQA+. CEQA+ consists of all of the California Environmental Quality Act (CEQA) requirements, in addition to federal environmental regulations including:

- The Endangered Species Act (ESA)
- The National Historic Preservation Act (NHPA)
- The General Conformity Rule for the Clean Air Act (CAA)

As described on the form, a draft of the CEQA document will be provided to SWRCB for review and comment. W&C will complete the form and prepare and compile the attachments, develop a list of requested items, and provide the draft form and attachments to WBSD for review and input. W&C will then finalize the form and attachments for submittal to SWRCB. This task does not include preparation of the CEQA document.

Subtask 2.3 Deliverables:

- Draft Environmental Package materials
- Final Environmental Package materials

**Subtask 2.4 – Financial Package**

The Financial Security Package includes the form and associated attachments including audited financial statements, the tax questionnaire, reimbursement resolution, authorizing resolution, rate adoption resolution, pledged revenues and funds resolution, related debt, new tax, fee, and charge projections, relevant service or joint powers agreements, and future capital needs.

W&C will complete the form and attachments, develop a list of requested items, and provide the draft form and attachments to WBSD for review and input. W&C will then finalize the form and attachments for submittal to SWRCB. WBSD will be responsible for providing copies of required documents, passing resolutions and signing necessary documents.

Subtask 2.4 Deliverables:

- Draft Financial Package materials
- Final Financial Package materials

**Optional Task O-1 – Follow-up Coordination with SWRCB**

Following submittal of the SRF application, W&C will continue coordination and communication with the SWRCB to track progress relating to the application review and to answer questions and provide follow up documentation, as required by the SWRCB. It is assumed that W&C will spend up to 16 hours responding to requests and questions from the SWRCB. All meetings will be conducted via conference call. W&C will provide meeting minutes documenting all communications with the SWRCB relating to the SRF application.

Task 3 Deliverables:

- Meeting minutes

## Attachments Included in the West Bay Sanitary District SRF Application

Key: W&C to Complete    Requested from WBSD

WBSD CWSRF Construction Attachment	Included	Notes
<b>General</b>		
General Information Application Form		Required – <span style="background-color: yellow;">W&amp;C can complete</span>
SRF Flags Worksheet		Required – <span style="background-color: yellow;">W&amp;C can complete</span>
<b>Technical</b>		
Technical Package Form		Required – <span style="background-color: yellow;">W&amp;C can complete</span>
T1 – Project Report		Use Project Report Outline – <span style="background-color: yellow;">W&amp;C can complete</span> ; requires an engineer's stamp. Can use info in facilities report
T2a – General Plan Compliance Certification		Required; form – <span style="background-color: green;">Client to sign</span>
T2b – Certification for Compliance with Water Metering Form		Urban water suppliers only; form – <i>no action required</i>
T2c – Certification for Fiscal Sustainability Plan		Treatment works projects only; form – <span style="background-color: green;">Client to sign</span>
T2d – Certification for Cost and Effectiveness and Water and Energy Conservation and Efficiency		Required for municipalities, intermunicipals, interstate and State agencies
T3 – Climate Change Worksheet		Required – <span style="background-color: yellow;">W&amp;C can complete</span>
T4 – Regional Water Quality Control Board Requirements		Required if project subject to permit requirements from Regional Board – <span style="background-color: yellow;">W&amp;C to locate</span> ; <span style="background-color: green;">Client to confirm</span>
T5a – Petition for Change, if applicable		Required if current effluent flow discharged to stream or surface water body; Required if project will divert flow from a stream – <span style="background-color: green;">Client to provide</span>
T5b – Petition for Change/Water Right Application, Permit or License/Change of Use Approval, if applicable		Required if current effluent flow discharged to stream or surface water body; Required if project will divert flow from a stream – <span style="background-color: green;">Client to provide</span>
T6 – Water Conservation Program		Need only one of T6, T7, or T8 if not already on file with State Board – <span style="background-color: green;">Client to provide</span> if not already included in other materials.
T7 – Memorandum of Understanding		Need only one of T6, T7, or T8; <span style="background-color: yellow;">W&amp;C to locate</span> or <span style="background-color: green;">Client to provide</span>
T8 – Urban Water Management Plan		Need only one of T6, T7, or T8; <span style="background-color: green;">Client to provide</span> proof UWMP submitted to DWR
T9 – Waiver Request Letter		If requesting water conservation waiver; only applicants serving fewer than 3,000 customers are eligible for waiver
T10 – Certification for Non-Water Suppliers		Required for non water suppliers – <span style="background-color: green;">Client to provide</span> written certification that 75% of water connections in its service area are covered by T6, T7, or T8

WBSD CWSRF Construction Attachment	Included	Notes
T11 – Compliance with Water Demand Management Measures		Required for urban water supplier with water management project – <i>no action required</i>
T12 – Recycled Water User Assurance		Generally able to complete using facilities plan – <b>W&amp;C can complete</b>
T13 – User Connection Schedule		Generally able to complete using facilities plan – <b>W&amp;C can complete</b>
<b>Environmental</b>		
Environmental Package Form		Required – <b>W&amp;C can complete</b>
E1 – CEQA Documents		Required
NOE Filed with State Clearinghouse and County Clerk		Required if Categorical or Statutory Exemption – <i>no action required</i>
Draft and Final IS/ND		Required if ND – include draft and final – <i>no action required</i>
Draft and Final IS/MND		Required if MND – include draft and final – <b>W&amp;C can complete</b>
Draft and Final Environmental Impact Report (EIR)		Required if EIR – include draft and final – <i>no action required</i>
Comments and Responses		Required if ND, MND, or EIR – <b>W&amp;C can complete</b>
Statement of Overriding Consideration (SOC)		Required if applicable – <i>no action required</i>
Mitigation and Monitoring Program / Plan (MMRP)		Required if MND or EIR – <b>W&amp;C can complete</b>
Resolution Approving CEQA Documents		Required if ND, MND, or EIR – <b>Client to provide</b>
Notice of Determination (NOD) Filed with State Clearinghouse and County Clerk		Required if ND, MND, or EIR – <b>Client to provide</b>
E2 – Federal Cross-Cutter Documents		Required for all CEQA – <b>W&amp;C can complete</b>
Map of Federal Lands and the Federal Land Use Authorization/Permit		Required if applicable to completed CEQA document
Environmental Alternative Analysis		Required if applicable to completed CEQA document
Clean Air Act – CalEEMod Report		Required if applicable to completed CEQA document
Coastal Zone Management Act		Required if applicable to completed CEQA document
Endangered Species Act		Required if applicable to completed CEQA document
Farmland Protection Policy Act		Required if applicable to completed CEQA document
Fish and Wildlife Coordination Act		Required if applicable to completed CEQA document
Floodplain Management		Required if applicable to completed CEQA document
Magnuson-Stevens Fishery Conservation and Management Act		Required if applicable to completed CEQA document
Migratory Bird Treaty Act		Required if applicable to completed CEQA document
National Historical Preservation Act		Required if applicable to completed CEQA document

WBSD CWSRF Construction Attachment	Included	Notes
Protection of Wetlands		Required if applicable to completed CEQA document
Rivers and Harbors Act		Required if applicable to completed CEQA document
Wild and Scenic Rivers Act		Required if applicable to completed CEQA document
Other Federal Cross-Cutting Documentation		Required if applicable to completed CEQA document
<b>Financial</b>		
Financial Security Package Form		Required – W&C to complete
F1 – Audited Financial Statements (3 years)		Required – Client to provide
F2 – Budgets or Projections (2 years)		Required – Client to provide
F3 – Tax Questionnaire		Required – Client to complete
F4 – Reimbursement Resolution		Required – Client to provide; language may not vary from template
F5 – Authorizing Resolution		Required – Client to provide; language should not vary from template
F6 – Rate Adoption Resolution		Required – Client to provide
F7 – Schedule of Related Debt and Debt Document Copies		Required – Client to provide; W&C has an excel version of this template to provide to clients
F8 – Debt Management Policy		Required – Client to provide
F9 – New Special Tax, Assessment District, or Service Charge		If applicable – Client to provide
F10 – Relevant Service, Management, Operation, or Joint Powers Agreements		If applicable – Client to provide
F11 – District Certification of Interim Report		If applicable – Client to provide



## Attachment B: Fee Estimate

### West Bay Sanitary District Bayfront Recycled Water Project Clean Water State Revolving Fund Grant Application

Tasks	Labor				Total Hours	Total Labor Costs (1)	ODCs		Total
	Dave Richardson, PE	Sally Johnson	Lindsay Martien	Admin.			ODCs	Total ODCs (2)	Total Fee
	PIC	PM	PP	PA					
	\$315	\$227	\$192	\$113					
<b>Task 1: Project Management</b>									
Kickoff Meeting and Data Collection	4	4	8		16	\$3,704	\$100	\$110	\$3,814
Project Management		6	6	5	17	\$3,079			\$3,079
Subtotal Task 1:	4	10	14	5	33	\$6,783	\$100	\$110	\$6,893
<b>Task 2: Clean Water State Revolving Fund Application</b>									
Subtask 2.1: General Information Package	2	8	14		24	\$5,134			\$5,134
Subtask 2.2: Technical Package	4	12	36		52	\$10,896			\$10,896
Subtask 2.3: Environmental Package	2	10	20		32	\$6,740			\$6,740
Subtask 2.4: Financial Package	4	14	30		48	\$10,198			\$10,198
Subtotal Task 2:	12	44	100	0	156	\$32,968	\$0	\$0	\$32,968
<b>TOTAL</b>	<b>16</b>	<b>54</b>	<b>114</b>	<b>5</b>	<b>189</b>	<b>\$39,751</b>	<b>\$100</b>	<b>\$110</b>	<b>\$39,861</b>
<b>OPTIONAL TASK</b>									
Coordination with State Water Resources Control Board	2	12	8		22	\$4,890			\$4,890
Subtotal Task O-1:	2	12	8	0	22	\$4,890	\$0	\$0	\$4,890

1. The individual hourly rates include salary, overhead and profit.
2. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.

## ATTACHMENT C: Schedule

### West Bay Sanitary District

### Bayfront Recycled Water Project Clean Water State Revolving Fund Recycled Water Funding Application

Task Name	2020			
	June	July	August	September
Assumed Notice to Proceed	★			
<b>Task 1: Project Management</b>				
Kickoff Meeting				
Project Management				
<b>Task 2: Clean Water State Revolving Fund Application</b>				
Task 2.1: General Information Package				
Task 2.2: Technical Package				
Task 2.3: Environmental Package				
Task 2.4: Financial Package				
<b>Optional Task O-1: Follow-up Coordination with SWRCB</b>				

Woodard & Curran work period
WBSD review period



**Professional Services Agreement for Bayfront Recycled Water Project SRF Funding Application**

EXHIBIT B: FEE SCHEDULE



"Exhibit B"

**Attachment B: Fee Estimate**

**West Bay Sanitary District  
Bayfront Recycled Water Project Clean Water State Revolving Fund Grant Application**

Tasks	Labor				Total Hours	Total Labor Costs (1)	ODCs		Total Fee
	Dave Richardson, PE	Sally Johnson	Lindsay Mariani	Admin.			ODCs	Total ODCs (2)	
	PIC	PM	PP	PA					
	\$315	\$227	\$192	\$113					
<b>Task 1: Project Management</b>									
Kickoff Meeting and Data Collection	4	4	8		16	\$3,704	\$100	\$110	\$3,814
Project Management		6	6	5	17	\$3,079			\$3,079
Subtotal Task 1:	4	10	14	5	33	\$6,783	\$100	\$110	\$6,893
<b>Task 2: Clean Water State Revolving Fund Application</b>									
Subtask 2.1: General Information Package	2	8	14		24	\$5,134			\$5,134
Subtask 2.2: Technical Package	4	12	36		52	\$10,896			\$10,896
Subtask 2.3: Environmental Package	2	10	20		32	\$6,740			\$6,740
Subtask 2.4: Financial Package	4	14	30		48	\$10,198			\$10,198
Subtotal Task 2:	12	44	100	0	156	\$32,968	\$0	\$0	\$32,968
<b>TOTAL</b>	16	54	114	5	189	\$39,751	\$100	\$110	\$39,861
<b>OPTIONAL TASK</b>									
Coordination with State Water Resources Control Board	2	12	8		22	\$4,890			\$4,890
Subtotal Task O-1:	2	12	8	0	22	\$4,890	\$0	\$0	\$4,890

- The individual hourly rates include salary, overhead and profit.
- Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.

**Professional Services Agreement for Bayfront Recycled Water Project SRF Funding Application**

EXHIBIT C: WORK SCHEDULE

“Exhibit C”

**ATTACHMENT C: Schedule**

**West Bay Sanitary District**

**Bayfront Recycled Water Project Clean Water State Revolving Fund Recycled Water Funding Application**

Task Name	2020			
	June	July	August	September
Assumed Notice to Proceed	★			
<b>Task 1: Project Management</b>				
Kickoff Meeting				
Project Management				
<b>Task 2: Clean Water State Revolving Fund Application</b>				
Task 2.1: General Information Package				
Task 2.2: Technical Package				
Task 2.3: Environmental Package				
Task 2.4: Financial Package				
<b>Optional Task O-1: Follow-up Coordination with SWRCB</b>				
Woodard & Curran work period				
WBSD review period				

EXHIBIT D: INSURANCE REQUIREMENTS

**A. CERTIFICATE REQUIREMENTS**

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

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be West Bay Sanitary District, 500 Laurel Street, Menlo Park, CA 94025
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the District, its officers, officials, employees, and volunteers as additional insureds.

**B. MINIMUM SCOPE AND LIMITS OF INSURANCE**

Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The District will be entitled to coverage for the highest limits maintained by Consultant. Coverage will be at least as broad as:

- **COMMERCIAL GENERAL LIABILITY (CGL): \$1,000,000 PER OCCURRENCE**  
Proof of coverage for \$1 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be at least twice the required occurrence limit.
- **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS): \$2,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE.**  
Consultant will maintain insurance appropriate to Consultant's profession; with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- **AUTOMOBILE LIABILITY:**  
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- **WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease. **Must include a waiver of subrogation.****

**C. OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- **ADDITIONAL INSURED STATUS**  
The District, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of both CG 20 10 and CG 20 37 (if a later edition is used).

- **PRIMARY COVERAGE**

For any claims related to this agreement, Consultant's insurance coverage will be **primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers will be excess of Consultant's insurance and will not contribute with it.

- **NOTICE OF CANCELLATION**

Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the District.

- **WAIVER OF SUBROGATION**

Consultant hereby grants to the District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss, including attorney's fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. The Worker's Compensation policy will be endorsed with a waiver of subrogation in favor of the District for all work performed by the Consultant and its employees.

- **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the District. District may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

- **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 District.

- **VERIFICATION OF COVERAGE**

Consultant will furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**D. SUBCONTRACTORS**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.

**E. SPECIAL RISKS/CIRCUMSTANCES**

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, including the following:

N/A



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 10**

**To: Board of Directors**

**From: Phil Scott, District Manager**

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

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

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 11**

**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.

**COMMISSION OF SILICON VALLEY CLEAN WATER  
JOINT POWERS AUTHORITY  
REGULAR MEETING – Monday, May 18, 2020  
8:00 a.m.**

TO ADDRESS THE *COVID-19 PANDEMIC*, THIS MEETING WILL BE CONDUCTED TELEPHONICALLY OR OTHERWISE ELECTRONICALLY PURSUANT TO THE PROVISIONS OF GOVERNOR NEWSOM'S EXECUTIVE ORDER N-29-20. THE COMMISSION BOARD ROOM WILL BE CLOSED TO THE PUBLIC. THE PUBLIC MAY OBSERVE AND COMMENT BY TELEPHONE OR ELECTRONIC MEANS AS DESCRIBED ON PAGE 5 OF THIS AGENDA.

**SEE PAGE 5 OF THIS AGENDA FOR MEETING ACCESS INFORMATION AND INSTRUCTIONS**

**COMMISSIONERS**

COUNCIL MEMBER ALICIA AGUIRRE, REDWOOD CITY – CHAIR  
BOARD MEMBER GEORGE OTTE, WEST BAY SANITARY DISTRICT – VICE CHAIR  
COUNCIL MEMBER MARK OLBERT, SAN CARLOS – SECRETARY  
MAYOR WARREN LIEBERMAN, BELMONT – MEMBER

**MANAGER:** TERESA A. HERRERA

**ATTORNEY FOR THE AUTHORITY:** CHRISTINE C. FITZGERALD

**CONTROLLER:**

**TREASURER:** MATTHEW ANDERSON

**AMERICANS WITH DISABILITIES ACT**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact SVCW (650) 591-7121. Notification in advance of the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting.

**AGENDA**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT

Any member of the public may address and ask questions of the Chair under this item relating to any matter within the Commission's jurisdiction that does not appear as a separate item on the Agenda. An opportunity will be provided for members of the public to address the Chair and ask questions about any item that is listed on the agenda at the time the Commission considers the item and before action is taken. If you address the Commission on a non-agenda item, be aware that the Ralph M. Brown Act (Gov. C. § 54950 et seq.) prohibits the Commission from acting on or discussing such matters at this meeting. Any such item may be referred to staff for a decision with regard to placing it on a future agenda for discussion,



action or a report. Written comments received within two hours of the beginning of the meeting will be read into the meeting record.

5. SAFETY MOMENT and REPORTS

- A. Safety Moment
- B. Manager's Report
- C. Financial Reports
  - 1. Investment Report
  - 2. Quarterly Investment Performance Report
- D. Engineering Projects CIP Spend Analysis
- E. Commission Requested Staff-Level Action Items
- F. RESCU Program Design-Build Project Status Update

6. MATTERS OF COMMISSION MEMBER'S INTEREST

7. CONSIDERATION OF MOTION APPROVING CONSENT CALENDAR

8. BUSINESS ITEMS

- A. PUBLIC HEARING - CONSIDERATION OF RESOLUTION APPROVING ENERGY STORAGE AGREEMENT WITH ENEL X FOR ENERGY STORAGE PROJECT AT WWTP

Proposed Actions:

- Open Public Hearing and Receive Testimony
- Close Public Hearing

Move adoption of RESOLUTION MAKING NECESSARY FINDINGS AND APPROVING ENERGY MANAGEMENT SERVICES AGREEMENT FOR ENERGY STORAGE PROJECT (CIP #9810) AND AUTHORIZING EXECUTION OF AGREEMENT – ENEL X NORTH AMERICA, INC., A DELAWARE CORPORATION

- B. CONSIDERATION OF RESOLUTION AUTHORIZING TO PROCEED WITH PLACEMENT OF OWNER CONTROLLED INSURANCE PROGRAM (OCIP) FOR SILICON VALLEY CLEAN WATER'S PROGRESSIVE DESIGN BUILD PUMP STATIONS IMPROVEMENTS PROJECT

Proposed Action:

Move approval of RESOLUTION AUTHORIZING THE SVCW MANAGER TO PROCURE INSURANCE COVERAGE FOR SILICON VALLEY CLEAN WATER'S OWNER CONTROLLED INSURANCE PROGRAM FOR PUMP STATIONS IMPROVEMENTS PROGRESSIVE DESIGN BUILD PROJECT AND

AUTHORIZING MANAGER TO APPROVE CHANGES IN COVERAGES UP TO  
TEN PERCENT OF THE PREMIUM AMOUNT

9. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov't Code Section 54957)

Title: Manager

B. CONFERENCE WITH LABOR NEGOTIATOR (Gov't Code Section 54957.6)

Unrepresented Employee: Manager

10. RECONVENE IN OPEN SESSION – Announce action taken in Closed Session, if any

11. ADJOURN

## CONSENT CALENDAR

### **NOTICE TO PUBLIC**

All matters listed under CONSENT CALENDAR are considered to be routine. There may be discussion on items on the CONSENT CALENDAR. All items will be enacted by one motion with a voice vote unless members of the Commission, staff, or public request specific items be removed from the CONSENT CALENDAR for separate action.

#### 7. A. APPROVAL OF MINUTES –

- i. April 20, 2020 Regular Meeting
- ii. April 22, 2020 Special Meeting

#### B. CONSIDERATION OF MOTION APPROVING CLAIMS AND CHECKS DATED APRIL 1, APRIL 3, APRIL 17, AND APRIL 24, 2020 AND NECESSARY PAYMENTS THROUGH APRIL 24, 2020

#### C. CONSIDERATION OF MOTION APPROVING CDM SMITH TASK ORDER SCOPE AND BUDGET FOR OWNER'S ENGINEERING ADVISORY SERVICES FOR ORGANICS CO-DIGESTION PROJECT (CIP #9229)

##### Proposed Action:

Move approval of TASK ORDER SCOPE OF WORK AND BUDGET FOR OWNER'S ENGINEERING ADVISORY SERVICES FOR ORGANICS CO-DIGESTION (CIP #9229) IN AN AMOUNT NOT TO EXCEED \$483,560 AND AUTHORIZE MANAGER TO APPROVE UP TO TEN PERCENT CONTINGENCY FOR ADDITIONAL WORK ON AN AS-NEEDED BASIS – CDM SMITH

Microsoft Teams Access Information  
Silicon Valley Clean Water  
Regular Meeting  
Monday, May 18, 2020

WEBSITE: [Link to access meeting](#)

MEETING ID: 663 210 213#

CALL IN PHONE NUMBER: [+1 747-216-0281](#)

You may view video during the meeting via live stream. An audio will be available after the meeting at SVCW's website. If you experience technical difficulties or have technical questions prior to or during the meeting, please contact Teams meeting support at 707-862-0859. Note: Public participation is not permitted during closed session discussion items.

**Public Comment**

Public comment may be made by joining the meeting using the link or phone number above or by emailing comments to [commission@svcw.org](mailto:commission@svcw.org) up to two hours prior to the scheduled meeting time. All comments should be in accordance with the three-minute per speaker limit. Indicate in your email the agenda item to which your comment applies. If you have anything that you wish distributed to the Commission and included for the official record, please include it in your email. Comments that require a response may be deferred for staff reply.

SVCW's Clerk will read all written comments into the meeting record.

**Accessibility for Individuals with Disabilities**

Upon request, SVCW will provide for access to individuals with disabilities to fully engage in the meeting process. Joining the meeting via the teleconference instructions above will provide access to open captioning. For other accommodations, please email your request to [commission@svcw.org](mailto:commission@svcw.org) or call 650-591-7121 at least four (4) days prior to the scheduled meeting time. Requests will be granted whenever possible and resolved in favor of accessibility.

**Subject to Change:**

Given the current public health emergency and the rapidly evolving federal, state, and local orders, the format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting SVCW's website [www.svcw.org](http://www.svcw.org).