



*1902 - Serving Our Community for over 120 Years - 2025*  
WEST BAY SANITARY  
DISTRICT AGENDA OF  
BUSINESS  
REGULAR MEETING OF THE DISTRICT BOARD  
WEDNESDAY, SEPTEMBER 24, 2025 AT 7:00 P.M.  
RONALD W. SHEPHERD ADMINISTRATION BUILDING,  
500 LAUREL STREET, MENLO PARK, CALIFORNIA  
94025

**Board Members**

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

**General Manager**

Sergio Ramirez

**District General Counsel**

Anthony Condotti, Esq.

**AGENDA OF BUSINESS**

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

<https://us06web.zoom.us/j/87592753330?pwd=TVlJFhLb0sYuKVk2IxlJYZatTXd5or.1>

Meeting ID: 875 9275 3330 Passcode: 325109

1. Call to Order and Roll Call
2. Communications from the Public
3. Consent Calendar  
*Matters listed under this item are considered routine and will be enacted by one motion. The motion, seconds, and vote are applicable to any included resolutions and recorded accordingly. There will be no separate discussion of these items unless specifically requested by a member of the Board.*
  - A. Approval of Minutes for Regular meeting September 10, 2025 Pg. 3A-1
  - B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru August 31, 2025 Pg. 3B-1
  - C. WBSD Operations and Maintenance Report – August 2025 Pg. 3C-1
  - D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – August 2025 Pg. 3D-1
  - E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – July 2025 Pg. 3E-1
  - F. East Palo Alto Sanitary District (EPASD) Operations and Maintenance Report for Work Performed by WBSD – August 2025 Pg. 3F-1
4. General Manager's Report Pg. 4-1

5. Consider Approving Performance Merit Pay Program for 2025-2026 Pg. 5-1
6. Consider Authorizing the General Manager to Execute an Agreement for Engineering Design and Construction Support Services for the Laurel Avenue-Hwy 101 Crossing Improvements Project No. 1773.0 Pg. 6-1
7. Consider Authorizing the General Manager to Execute an Agreement for Engineering Design and Construction Support Services for the Willow Pump Station Discharge (Ivy Drive) Capacity Improvements Project No. 1772.0 Pg. 7-1
8. Consider Authorizing the General Manager to Enter Into an Agreement for On-Call Geotechnical Observation and Testing Services and Special Inspections with BAGG Engineers for the Point Repair Project Phase III-A Replacement and Rehabilitation of Sanitary Sewer Mains Project No. 1770.0
9. Discussion and Direction on Sharon Heights Recycled Water Facility Pg. 9-1
10. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 10-1
11. Report, Discussion, and Direction on RethinkWaste (SBWMA) Pg. 11-1
12. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 12-1
13. Closed Session:
  - A. PUBLIC EMPLOYMENT  
(Cal. Govt. Code § 54957)  
Title: Finance Manager
14. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
15. Adjournment

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



*1902 - Serving Our Community for over 120 Years - 2025*

**WEST BAY SANITARY DISTRICT  
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD  
WEDNESDAY, SEPTEMBER 10, 2025 AT 7:00 P.M.**

**1. Call to Order**

President Dehn called the meeting to order at 7:01 PM

**Roll Call**

BOARD MEMBERS PRESENT: President Dehn, Secretary Walker, Director Moritz,  
Director Otte

BOARD MEMBERS ABSENT: Treasurer Thiele-Sardina

STAFF MEMBERS PRESENT: Ramirez, AND Reese, Chu, Condotti by Zoom

Others Present: Rick Simonson – HF&H, Colleen - resident

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

**3. Consent Calendar**

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

A. Approval of Minutes for Regular meeting August 27, 2025

Comments: None.

Motion to Approve by: Walker 2<sup>nd</sup> by: Moritz Vote: AYE: 4 NAY: 0 Abstain: 0

**4. Public Hearing: Consideration to Approve the Proposed Increase in Sewer Service Charges for Fiscal Year 2026-27, Fiscal Year 2027-28, Fiscal Year 2028-29 and Fiscal Year 2029-30**

Motion to Open by: Otte 2<sup>nd</sup> by: Moritz Vote: AYE: 4 NAY: 0 Abstain: 0

Comments: No public comment, however, Rick Simonson with HF&H presented the rate study to support rates for FY 2026-24 through FY 2029-30. Highlights included revenue requirements, proposed increase of 5% for each of four years, and reserve fund balance projections.

Motion to Close by: Walker 2<sup>nd</sup> by: Moritz Vote: AYE: 4 NAY: 0 Abstain: 0

**5. Consideration to Approve a General Regulation Amending the Code of General Regulations and Establishing Sewer Service Charges for Fiscal Year 2026/27, Fiscal Year 2027/28, Fiscal Year 2028/29 and Fiscal Year 2029/30**

Motion to Approve by: Walker 2<sup>nd</sup> by: Moritz Vote: AYE: 4 NAY: 0 Abstain: 0

Comments: President Dehn asked General Counsel Condotti if 5 written protests received meet the passage threshold for Proposition 218. General Counsel Condotti stated the protests received do not constitute a majority protest under Proposition 218.

**6. General Manager's Report**

Discussion/Comments: General Manager Ramirez reported the final Avy Altschul pump stations SRF payment of \$95K has been received. SHGCC will pay the first installment of Avy Altschul pump station SRF by November. Staff continues to review potential new Computer Maintenance Management Systems to replace the existing system. In addition, he reported on upcoming community events including Public Works open house on September 27<sup>th</sup> and the Halloween event on October 25<sup>th</sup>. He also reported on a private spill in the Town of Los Altos Hills in which District crews responded and repaired the pipeline. The complete General Manager's written report is included in the September 10, 2025 agenda packet. The next Board meetings will be held on September 24<sup>th</sup>, October 8<sup>th</sup> and October 22<sup>nd</sup>.

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

Discussion/Comments: General Manager Ramirez reported on the O&M meeting held September 9<sup>th</sup> which included discussion on pond management and adjusting levels. In addition, he reported SLAC continues to discharge 10K to 20K gallons a day which affects the recycled water treatment facility production by 40k to 50k per day. Staff will ask SLAC to investigate alternatives for their discharge.

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

Discussion/Comments: General Manager Ramirez reported on the design build team meeting which included working heavily on the design of headworks. Staff is also working with the City of Menlo Park to schedule a meeting to coordinate recycled water efforts.

**9. Report, Discussion and Direction on RethinkWaste (SBWMA)**

Discussion/Comments: President Dehn reported on the legislative meeting.

**10. Report, Discussion and Direction on Silicon Valley Clean Water (SVCW) Plant**

Discussion/Comments: Director Otte reported there will be a Commission meeting on September 11<sup>th</sup> which will include the review of standard specifications, and the consideration of approval for the use of SVCW reserve funds to be loaned to member agencies, San Carlos and Belmont. The funds will be used to pay their share of SVCW debt.

**11. Closed Session**

A. PUBLIC EMPLOYMENT  
(Cal. Govt. Code § 54957)  
Title: Finance Manager

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/CONF. WITH  
LABOR NEGOTIATORS  
Agency designated representatives: Board President/Legal Counsel  
Unrepresented employee: General Manager

Entered closed session at 7:58 p.m. Left closed session at 8:27 p.m.

Reportable action: None.

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

Discussion/Comments: None.

**13. Adjournment Time:** The meeting was adjourned at 8:28 PM

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Secretary

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**WEST BAY SANITARY DISTRICT**  
**Financial Activity Report**  
**August 2025**

**Date:** September 24, 2025

**To:** Board of Directors

**From:** Annette Bergeron, Personnel & Accounting Specialist  
 Vivian Chu, Finance Manager

**Subject:** Approve Monthly Financial Activity Report

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**Financial Activity for the month of August 2025.**

**Receipt Summary:**

Commercial Deposits	131,338.40
Deposits in Transit/(Prior Period)	0.00
Returned Checks	0.00
Credit Cards / eChecks	182,116.23
Franchise Fees	10,562.60
San Mateo County [Tax Roll]	0.00
Other Receipts	0.00
Transfers	7,600,000.00
<b>Total Receipts</b>	<b><u>7,924,017.23</u></b>

**Withdrawal Summary**

Total Checks	3,023,641.28
Total Bank Wires/ACHs	1,388,105.49
<b>External Withdrawals</b>	<b>4,411,746.77</b>
Total Internal Bank Transfers	5,000,000.00
<b>Total Withdrawals</b>	<b><u>9,411,746.77</u></b>

**Fund Expenditure Summary by Budget Category**

<b>Fund</b>		
100	Operations	8,623,696.12
200	Capital	0.00
300	Solid Waste	0.00
500	Recycled Water	17,378.65
800	Silicon Valley Clean Water	770,672.00
	<b>Expenditures by Fund</b>	<b><u>9,411,746.77</u></b>

The transactions listed comprise multiple District checking, money market, and investment accounts. Transfers are listed based on debit (deposit) or credit (withdrawal) from operating accounts, therefore transfers from investment accounts to operating accounts are not listed twice. Investment activity is detailed in the quarterly Treasurer's Reports.

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

President \_\_\_\_\_

Secretary \_\_\_\_\_

## Investment Portfolios

There are currently five separate investment reserves maintained to support the goals of the District, along with reserves held in Local Agency Investment Fund (LAIF) and the restricted Pension Trust and Recycled Water State Revolving Fund (SRF) Reserves. Annual contributions are made in accordance with the Board approved budget and periodically evaluated. The Vehicle & Equipment Reserve was held in a money market account, with all reserves being utilized this fiscal year. The reserve was moved to LAIF in FY 2025-26.

The Operating Reserve target is set at six months of collection operating expenses, based on the approved fiscal year budget. The reserves are replenished when funds are received through the tax roll, the first payment for fiscal year 2025-26 was received in December 2025. Funds are also held in the Capital Project Reserve, where \$20 million for long-term liabilities were transferred in fiscal year 2023-24, to earn increased yields.

The Treatment Plant Reserve target balance was set to cover Silicon Valley Clean Water (SVCW) capital needs and avoid incurring addition debt. In July 2024, \$2 million was transferred from the Treatment Plant Reserve's available cash to provide funds for the \$3,356,334 to SVCW for cash in lieu of additional debt due in FY 2024-25.

<u>Reserve Account</u>	<u>Originated</u>	<u>Target Balance</u>	<u>Balance 8/31/25</u>	<u>Target</u>
Operating Reserve	11/26/2014	\$18 million	\$15,960,535	Unfulfilled
Rate Stabilization Reserve	10/30/2015	\$10 million	\$11,827,266	Achieved
Treatment Plant Reserve	8/1/2021	\$12 million	\$10,827,368	Unfulfilled
Capital Reserve	11/26/2014	\$14 million	\$16,141,481	Achieved *
Recycled Water Cash Flow	11/18/2016	\$8 million	\$4,773,596	Unfulfilled
Recycled Water SRF Reserve	3/1/2018	\$1.46 million	\$1,521,269	Achieved
Vehicle & Equipment Reserve	8/18/2011	\$1 million	\$0	Unfulfilled

\* The District has \$2.1 million over total unrestricted target balances.

Excess funds over the current monthly expenditures are held in Local Agency Investment Fund (LAIF), which are equivalent to cash and may earn higher yields without a long-term commitment. Operating and Equipment Reserves, customer deposits, and Solid Waste Funds are held in LAIF.

<u>Investments by Type</u>	<u>Target Balance</u>	<u>Balance 8/31/25</u>
Operating Accounts		\$1,671,533 ***
Local Agency Investment Fund (LAIF)	\$18 million	\$15,960,535
Unrestricted Reserves		
Investment Portfolios	\$44 million	\$43,569,710
Money Market Account		\$0
Restricted Reserves		
Recycled Water SRF Reserve	\$1.46 million	\$1,521,269
Public Agency Retirement Services (PARS)		\$1,062,512 **

\*\* Balance as of 7/31/25 (current statements unavailable)

\*\*\* The District had approximately \$737 thousand in outstanding checks at 8/31/25.

**West Bay Sanitary District  
Receipts  
August 2025**

<b>Receipt Number</b>	<b>Receipt Date</b>	<b>Description</b>	<b>Amount</b>
464317	8/1/2025	Samuel Jimenez: C1A Permit	510.00
464318	8/4/2025	O&M 8/2025 & SRF Installment #5	128,324.42
464319	8/4/2025	MBR Plumbing LLC: C1A Permit	510.00
464321	8/4/2025	Discount Plumbing: CCTV Review	115.00
464322	8/5/2025	Joseph Krensavage: C1D Permit	510.00
464322	8/5/2025	Joseph Krensavage: ADU Fee	4,734.40
464323	8/6/2025	Thomas James Homes: C4B Permit	230.00
464324	8/6/2025	Thomas James Homes: C4B Permit	230.00
464325	8/6/2025	Thomas James Homes: C4B Permit	230.00
464326	8/6/2025	Thomas James Homes: C4B Permit	230.00
464327	8/7/2025	Rebuild Green: C4B Permit	230.00
464328	8/7/2025	Bell Plumbing of San Mateo: C1A Permit	510.00
464329	8/7/2025	Olga Jimenez: C1D Permit	510.00
464330	8/7/2025	Dan & Liz Rabinovitsj: C1A Permit	510.00
464330	8/7/2025	Dan & Liz Rabinovitsj: ADU Fee	5,595.20
464331	8/7/2025	Coast to Coast Development Inc: C1A Permit	510.00
464331	8/7/2025	Coast to Coast Development Inc: ADU Fee	4,304.00
464332	8/7/2025	Anytime Construction Inc: C4B Permit	230.00
464333	8/8/2025	EJ Plumbing: C1F Permit	750.00
464334	8/8/2025	Coast to Coast Development Inc: C4B Permit	230.00
464335	8/8/2025	Refund Stop Pmt Payroll 8/8/25	2,019.98
464336	8/11/2025	Alliant Insurance Services: Premium Return	64.00
464337	8/12/2025	MJK Homes, Inc.: C1A Permit	510.00
464337	8/12/2025	MJK Homes, Inc.: Wye Connection	460.00
464338	8/13/2025	Discount Plumbing Inc.: C1A Permit	510.00
464339	8/13/2025	MBR Plumbing LLC: C1A Permit	510.00
464340	8/13/2025	1304 Orange LLC: C4B Permit	230.00
464341	8/13/2025	Pacific Plumbing & Sewer Service: C2A Permit	720.00
464342	8/13/2025	Delgado Construction: C1A Permit	510.00
464365	8/14/2025	Vesta Housing: CCTV Review	115.00
464343	8/15/2025	Cindy Kelsey: Pool Discharge Permit Fee	681.79
464344	8/15/2025	Solame Marie: C1A Permit	510.00
464345	8/18/2025	Delgado Construction: C4B Permit	230.00
464346	8/18/2025	Sue & Farro Kaveh: C5 Permit	5,825.00
464346	8/18/2025	Sue & Farro Kaveh: ADU Fee	5,595.20
464346	8/18/2025	Sue & Farro Kaveh: Reimbursement (Carano)	108,500.00
464346	8/18/2025	Sue & Farro Kaveh: Connection Fee	8,608.00
464347	8/19/2025	Atlas Plumbing & Rooter: C1A Permit	510.00
464348	8/19/2025	VOID	0.00
464349	8/20/2025	Vesta Housing: C1A Permit	395.00
464350	8/20/2025	EVA Luxury Homes: C1A Permit	510.00
464350	8/20/2025	EVA Luxury Homes: ADU Fee	860.80
464350	8/20/2025	EVA Luxury Homes: ADU Fee	7,316.80
464350	8/20/2025	EVA Luxury Homes: ADU Fee	7,316.80
464350	8/20/2025	EVA Luxury Homes: ADU Fee	2,582.40
464351	8/21/2025	Cindy Kelsey: Pool Discharge Permit Fee	852.40
464352	8/21/2025	Rafael Cohen: Swimming Pool Discharge Fee	580.24
464353	8/21/2025	Lemus Plumbing: C1A Permit	510.00
464354	8/21/2025	Thomas James Homes: C1A Permit	510.00
464354	8/21/2025	Thomas James Homes: ADU Fee	3,443.20
464355	8/21/2025	Dan & Liz Rabinovitsj: C4B Permit	230.00
464366	8/21/2025	Svden: Re-Inspection Fee	115.00
464356	8/22/2025	EJ Plumbing: C1F Permit	750.00
464357	8/22/2025	Bell Plumbing of San Mateo: C1D to C1F Permit	240.00
464358	8/25/2025	Glenoaks Equestrian Center: EVP 2023 & 2024	420.00
464359	8/25/2025	Handy Plumbing Man: C1A Permit	510.00
464360	8/26/2025	Vesta Housing: C4B Permit	230.00
464361	8/27/2025	Bay Development Investments: C1A Permit	510.00
464362	8/28/2025	RJ Dailey Construction: C4B Permit	230.00
464363	8/29/2025	Thomas James Homes: C4B Permit	230.00
<b>Receipts</b>			<b>313,454.63</b>
<b>Franchise Fees</b>			
JV-20250730	8/18/2025	Recology: SW Franchise Fees 07/2025	10,562.60
<b>Total Receipts</b>			<b>324,017.23</b>
<b>Other Bank Transfers:</b>			
	8/6/2025	WBSD: Transfer LAIF to PR Acct	600,000.00
	8/8/2025	WBSD: Transfer Capital Reserve to Ops Acct	7,000,000.00
<b>Total Receipts</b>			<b>7,924,017.23</b>

**West Bay Sanitary District  
Financial Activity Report  
Withdrawals  
August 2025**

Check	Date	Payee	Purpose	Amount
73555	8/4/2025	Heath Cortez	District 20 Years Anniversary 8/8/2005	300.00
73556	8/7/2025	BAGG Engineers	BRWRF Testing & Monitoring 6/2025	48,050.00
73557	8/7/2025	Cintas	Uniform Cleaning Supplies 7/30/25	831.47
73558	8/7/2025	City of Menlo Park	Fuel: District Vehicles 7/2025	7,496.38
73559	8/7/2025	City of Menlo Park - Water Svc	Water Service - Hamilton Ave 6/16/25-7/16/25	252.86
73560	8/7/2025	CleanServ Universal Services	Janitorial Service 8/2025	1,120.00
73561	8/7/2025	D. Avalos Gopher Trapping	FERRF Levy Squirrel Control 7/2025	700.00
73562	8/7/2025	Eric Madrigal	APWA CPII Manual Reimbursement 8/2025	163.00
73563	8/7/2025	Freyer & Laureta	Point Repair Phase 2 Design 6/2025	2,570.50
73564	8/7/2025	Henry Santos	District 15 Years Anniversary 8/2/2010	225.00
73565	8/7/2025	Home Depot Credit Services	Maintenance Supplies 7/2025	2,836.98
73566	8/7/2025	IEDA	Labor Relations Fees 8/2025	884.61
73567	8/7/2025	It's Personnel/ P.C.	Finance Manager Recruitment 6/2025	200.00
73568	8/7/2025	Kone Pasadena	Elevator Maintenance 8/2025	371.94
73569	8/7/2025	Navia Benefit Solutions	FSA Contributions PR 8/2025	1,026.13
73570	8/7/2025	Pacific Gas & Electric	Electric Service - O'Brien & Willow 6/24/25-7/23/25	6,290.20
73571	8/7/2025	Seekzen Systems	IT Consulting Monthly Fee 7/2025	475.00
73572	8/7/2025	Shape, Inc.	Pump Station Annual Inspection Crane Rental 7/2025	2,200.00
73573	8/7/2025	V.W. Housen & Associates	Illinois Forcemain Replacement Project 6/2025	211,032.72
73574	8/7/2025	Veolia Water North America	Water Service - Purdue Ave 7/2/25-8/1/25	74.93
73575	8/7/2025	VIP Golf Cart Service Inc.	Electric Golf Cart 8/2025	9,023.85
73576	8/7/2025	Weco Industries	Warthog Parts and Camera Repairs 4/2025	10,071.20
73577	8/14/2025	Abila	MIP Cloud Monthly Subscription 8/2025	754.22
73578	8/14/2025	Ace Fire Equipment & Service	Fire Extinguisher Training Class 1/2025	1,095.00
73579	8/14/2025	Anderson Pacific	BFRWF Project Phase 2 7/2025	1,221,013.21
73580	8/14/2025	Anderson Pacific	BFRWF Project Phase 2 Escrow Account 7/2025	64,263.85
73581	8/14/2025	Blocka Construction Inc	Telemetry Panel Replacement Project 7/2025	341,567.75
73582	8/14/2025	California Water Service	Water Service - Seminary Drive 7/4/25-8/5/25	46.48
73583	8/14/2025	CalPERS LongTerm Care Program	LTC Withholding 8/1/25-8/15/25	106.33
73584	8/14/2025	Core & Main	Couplers & Supplies 8/2025	304.68
73585	8/14/2025	CUES	GraniteNet Annual Maintenance Renewal 7/2025	5,250.01
73586	8/14/2025	CWEA	Memberships and Renewals - M. Ramos 8/2025	253.00
73587	8/14/2025	Deborah Peres	SHRWF Landscape 8/2025	800.00
73588	8/14/2025	Dupratt Ford Dixon	F-250 Utility Truck	64,743.26
73589	8/14/2025	Freyer & Laureta	Middlefield Marsh Siphons Replacements Project 6/2025	39,087.50
73590	8/14/2025	Global Equipment, Inc	Maintenance Ice Machine Replacement 7/2025	3,501.54
73591	8/14/2025	Govconnection, Inc.	AutoCAD LT Annual Renewal 7/2025	1,527.00
73592	8/14/2025	Grainger	Misc Parts & Supplies 7/2025	1,120.18
73593	8/14/2025	Kimball Midwest	Air Hose Connector Stock 5/2025	1,340.33
73594	8/14/2025	Mallory Co.	PPE Supplies 8/2025	2,764.29
73595	8/14/2025	Morse Hydraulics	Hose & Hydraulic Fittings Replacement 8/2025	23.90
73596	8/14/2025	Napa Auto Parts	District Vehicle Parts 8/2025	779.64
73597	8/14/2025	Navia Benefit Solutions	Commuter & FSA Fees 7/2025	400.00
73598	8/14/2025	Occupational Health Centers	Employee Health Screenings - D. Walton 7/2025	184.00
73599	8/14/2025	Pacific Gas & Electric	Electric Service - Georgia Ln 6/27/25-7/28/25	729.28
73600	8/14/2025	Peninsula Building Materials	Gloves, Shovels 8/2025	189.31
73601	8/14/2025	Peninsula Truck Repair	District Vehicle Repairs 8/2025	1,110.42
73602	8/14/2025	Precise Concrete Sawing, Inc.	Asphalt and Concrete Cutting 7/2025	1,000.00
73603	8/14/2025	Red Wing	Safety Boots - V. Chu 8/8/2025	1,893.13
73604	8/14/2025	Repcor	Pipe Patch Supplies 8/2025	5,075.00
73605	8/14/2025	Sharp Business Systems	Sharp Copier Monthly Lease 8/2025	1,058.53
73606	8/14/2025	Sonsray Machinery Llc	Case Backhoe Repairs 5/2025	3,530.75
73607	8/14/2025	Spartan Tool	Cable, Splice, Blades 6/2025	414.98
73608	8/14/2025	Stevens Creek Quarry	Rehab Backfill Material 5/2025	860.56
73609	8/14/2025	Sutter Buttes Communications, Inc.	Radio Accessories 7/2025	6,398.69
73610	8/14/2025	Towne Ford	District Vehicle Repairs 7/2025	308.94
73611	8/14/2025	TPX Communications	VoIP & Fiber Service 7/2025	2,875.05
73612	8/14/2025	Vision Communications Co.	Monthly Radio Airtime 8/2025	252.00
73613	8/14/2025	Weco Industries	Sewer Cleaning Equipment 7/2025	4,465.41
73614	8/21/2025	Airgas USA, LLC	Monthly Tank Rental 7/2025	118.24
73615	8/21/2025	Alpha Analytical Laboratories	Coliform Sampling - SHRWF 7/2025	1,980.00
73616	8/21/2025	AT&T	Telemetry Service 7/13/25-8/12/25	1,297.55
73617	8/21/2025	AT&T	Levee Improvements AT&T Overhead Undergrounding Invoice ID CWO-42993	65,407.24
73618	8/21/2025	Atchison, Barisone & Condotti	Attorney Fees 7/2025	15,598.90
73619	8/21/2025	Bay Alarm	Alarm Monitoring - 1700 Marsh Rd 9/1/25-11/30/25	1,281.81
73620	8/21/2025	Readyrefresh By Nestle	Water Delivery 7/11/25-8/10/25	349.26
73621	8/21/2025	California Water Service	Water Service - Georgia Ln 7/11/25-8/11/25	3,719.37
73622	8/21/2025	Casey Construction	Point Repair Phase I - Pmt 8 Final Payment - 6/2025	218,600.69
73623	8/21/2025	Cintas	Uniform Cleaning 8/13/25	793.52
73624	8/21/2025	City of Menlo Park - Water Svc	Water Service - Laurel St 7/2/25-8/1/25	1,698.95
73625	8/21/2025	Comcast	Cable Subscription - 8/20/25-9/19/25	369.61
73626	8/21/2025	CSRMA c/o Alliant Insurance	Workers Comp Policy 7/1/25-7/1/26	154,941.81
73627	8/21/2025	Dolphin Graphics	Apparel 8/2025	1,356.88
73628	8/21/2025	Embarcadero Media Foundation	Almanac: Notice of Public Hearing (2) 7/4/25 & 7/18/25	1,330.00
73629	8/21/2025	McCrometer Inc.	Flow Monitoring & Data Service 7/2025	17,262.00
73630	8/21/2025	Navia Benefit Solutions	FSA Contribution 8/22/25	1,026.13

**West Bay Sanitary District  
Financial Activity Report  
Withdrawals  
August 2025**

73631	8/21/2025	Owen Equipment Sales	Unit 229 Level Wind Repair 8/2025	2,219.85
73632	8/21/2025	Pacific Gas & Electric	Electric Service - Seminary Dr 7/14/25-8/11/25	632.63
73633	8/21/2025	Ponton Industries	Antennas 8/2025	2,166.56
73634	8/21/2025	Preferred Alliance	DOT Testing Admin Fees 8/2025	370.80
73635	8/21/2025	Recology Peninsula Services	Monthly Service Fee 7/2025	249.39
73636	8/21/2025	Robert J. Scheidt	Goals Luncheon Food 8/2025	192.90
73637	8/21/2025	Seekzen Systems	Cisco Meraki License Renewal 7/2025	2,845.00
73638	8/21/2025	Uline	Admin Hand Soap 6/2025	582.79
73639	8/21/2025	Verizon Wireless	District Cellular Service 6/16/25-8/15/25	1,892.54
73640	8/21/2025	Weco Industries	Sewer Cleaning Equipment 8/2025	1,660.72
73641	8/21/2025	Western States Tool & Supply	Replacement Viber Plate 8/2025	2,652.34
73642	8/27/2025		Voided	0.00
73643	8/27/2025	Allied Crane	SHRWF Crane Parts 5/2025	124.49
73644	8/27/2025	Anderson Pacific	Levee Improvement Project 7/2025	351,975.00
73645	8/27/2025	BAGG Engineers	BRWRF Testing & Monitoring 8/2025	6,640.00
73646	8/27/2025	Bay Area Air Quality Mgmt Dist	Annual Permit Renewal - 335 Demeter St, EPA 8/2025	567.00
73647	8/27/2025	California Water Service	Water Service - Stowe Ln 7/22/25-8/20/25	58.95
73648	8/27/2025	Cintas	Uniform Cleaning Supplies 8/2025	739.53
73649	8/27/2025	City of Menlo Park	Halloween Event Sponsor 10/25/2025	500.00
73650	8/27/2025	CWEA	CWEA Membership - D. Madrigal 8/26/2025	476.00
73651	8/27/2025	Dolphin Graphics	WBSD Apparel 8/2025	2,265.34
73652	8/27/2025	Du-All Safety, LLC	Monthly Safety Maintenance Contract 7/2025	3,600.00
73653	8/27/2025	FedEx	FedEx: Mr. Juan Raigoza County Controller 7/2025	32.27
73654	8/27/2025	Freyer & Laureta	Point Repair Phase 3 7/2025	6,379.75
73655	8/27/2025	GHA Technologies Inc.	MS Windows Server 2025 Standard - 16 Core License Pack 8/2025	1,172.41
73656	8/27/2025	Grainger	Misc Parts & Supplies 8/2025	3,530.92
73657	8/27/2025	Industrial Scientific Corp.	I-Net Exchange Program 7/2025	3,389.68
73658	8/27/2025	Kaz & Associates	BFRWF Project 7/2025	1,750.00
73659	8/27/2025	Kimball Midwest	Maintenance Supplies 4/2025	617.38
73660	8/27/2025	Municipal Maintenance Equip.	IBAK Camera Repair 7/2025	2,124.15
73661	8/27/2025	Napa Auto Parts	District Vehicle Parts 8/2025	192.78
73662	8/27/2025	Occasions, Etc.	Retirement Gift 8/2025	145.59
73663	8/27/2025	Pacific Gas & Electric	Electric Service - Stowe Ln 7/18/25-8/17/25	32,986.54
73664	8/27/2025	Peninsula Truck Repair	District Vehicle Repairs - Unit 209 8/2025	2,317.67
73665	8/27/2025	San Mateo County Health	SMC Enviromental Permit Fee - 190 Seminary Dr, MP 8/2025	6,540.00
73666	8/27/2025	Silicon Valley Clean Water	SHRWF Coliform Samples 7/2025	450.00
73667	8/27/2025	Syneco Systems, Inc.	Odor Control Manhole Scrubber 8/2025	370.20
73668	8/27/2025	Underground Republic Water	Couplers 8/2025	675.07
73669	8/27/2025	Victor Garcia	Boot Reimbursement - V. Garcia 8/2025	322.61
73670	8/27/2025	Weco Industries	Sewer Cleaning Equipment 8/2025	3,815.48
				<b><u>3,023,641.28</u></b>

**West Bay Sanitary District  
Financial Activity Report  
Withdrawals  
August 2025**

**Corporate Cards:**

GL	Date	Account Name	Description	Amount
			No Payment Made in August 2025	0.00
<b>US Bank - CalCards</b>				<b>0.00</b>

**Bank Wires/ACH**

Date	Payee	Purpose	Amount
8/1/2025	ADP	July ADP Fees	382.40
8/4/2025	Paya	Credit Card Fee	0.34
8/4/2025	Paya	Credit Card Fee	2.50
8/4/2025	Paya	Credit Card Fee	0.28
8/5/2025	SVCW	SVCW Monthly Operating Contribution	770,672.00
8/7/2025	ADP	Employee Payroll - Check Date - 08/08/2025	158,613.26
8/7/2025	ADP	Payroll Taxes - Board	694.19
8/7/2025	ADP	Payroll Taxes - 08/08/2025	52,178.97
8/7/2025	ADP	Director Fees July 2025	3,906.40
8/8/2025	Jared Gutierrez	Employee Payroll - Check Date - 08/08/2025	2,019.98
8/8/2025	Jared Gutierrez	Employee Payroll - Direct Deposit Returned - 08/08/2025	(2,019.98)
8/8/2025	MissionSquare	Deferred Compensation PR 08/08/2025	14,335.71
8/12/2025	CalPERS	Retirement Contributions PR 08/08/2025	36,582.55
8/12/2025	CalPERS	Health Premiums	85,255.38
8/15/2025	ADP	ADP Fees	418.60
8/21/2025	ADP	Employee Payroll - Check Date - 08/22/2025	2,019.98
8/21/2025	ADP	Employee Payroll - Check Date - 08/22/2026	154,490.53
8/21/2025	ADP	Payroll Taxes - 08/22/2025	50,358.64
8/25/2025	CalPERS	Retirement Contributions PR 08/22/2025	36,751.37
8/26/2025	Navia Benefit Solutions	Commuter Benefits - September 2025	976.80
8/28/2025	MissionSquare	Deferred Compensation PR 08/22/2025	20,083.19
8/29/2025	ADP	ADP Fees	382.40
<b>Bank Wires/ACH</b>			<b>1,388,105.49</b>

**Bank Transfers:**

Date	Payee	Purpose	Amount
8/14/2025	WBSD	Ops Acct to LAIF Acct	5,000,000.00
<b>Internal Bank Transfers</b>			<b>5,000,000.00</b>

**Withdrawal Summary:**

Total Checks	3,023,641.28
Total Bank Wires / ACHs	1,388,105.49
Total Internal Bank Transfers	5,000,000.00
<b>Total Withdrawals</b>	<b>9,411,746.77</b>

**West Bay Sanitary District  
Expenditures By Vendor  
7/01/2025 to 08/31/2025**

<b>Withdrawals</b>	<b>Total by Vendor</b>	<b>Withdrawals</b>
<b>Name</b>	<b>FY 2025-26</b>	<b>August 2025</b>
	<i>YTD</i>	<i>Current</i>
Abila	1,508.44	754.22
Ace Fire Equipment & Service	1,095.00	1,095.00
Action Towing	515.00	-
ADP - Fees	1,952.00	1,183.40
Airgas Usa, LLC	233.44	118.24
Allied Crane	124.49	124.49
Alpha Analytical Laboratories	3,780.00	1,980.00
Anderson Pacific	3,244,950.81	1,637,252.06
AT&T	69,310.76	66,704.79
Atchison, Barisone & Condotti	24,712.72	15,598.90
BAGG Engineers	54,690.00	54,690.00
Bay Alarm	4,470.81	1,281.81
Bay Area Air Quality Mgmt Dist	1,182.00	567.00
Bay Area Paving Co.	2,987.00	-
Blocka Construction Inc	341,567.75	341,567.75
California Water Service	6,936.09	3,824.80
CalPERS - Health Premiums	170,657.05	85,255.38
CalPERS - Retirement	143,081.24	73,333.92
CalPERS - Unfunded Accrued Liability	142,161.00	-
CalPERS Longterm Care Program	425.32	106.33
Casey Construction	218,600.69	218,600.69
CentralSquare Technologies	35,197.50	-
Cintas	6,216.68	2,364.52
City of Menlo Park	30,837.21	7,996.38
City Of Menlo Park - Water Svc	3,968.08	1,951.81
Clean Earth Environmental	2,401.55	-
Cleanserv Universal Services	2,305.99	1,120.00
Comcast	1,121.48	369.61
Core & Main	3,687.03	304.68
County of San Mateo - LAFCO	26,044.00	-
CPS HR Consulting	2,630.00	-
CSRMA c/o Alliant Insurance	177,205.26	154,941.81
CUES	5,250.01	5,250.01
CWEA	729.00	729.00
D. Avalos Gopher Trapping	700.00	700.00
Dale Scott & Co.	5,000.00	-
Deborah Peres	1,600.00	800.00
Dewey Pest Control	3,405.00	-
DLT Solutions LLC	1,200.00	-
Dolphin Graphics	4,261.81	3,622.22
Du-All Safety, LLC	10,260.00	3,600.00
Dupratt Ford Dixon	64,743.26	64,743.26
Embarcadero Media Foundation	1,750.00	1,330.00
FedEx	97.78	32.27
First Unum Life	5,777.43	-
Fischer Compliance LLC	4,600.00	-
Freyer & Laureta	113,560.48	48,037.75
GHA Technologies Inc.	1,172.41	1,172.41
Global Equipment, Inc	3,501.54	3,501.54
Govconnection, Inc.	1,527.00	1,527.00
Governmentjobs.Com	5,679.33	-
Grainger	6,557.85	4,651.10
Granite Rock Company	67.35	-
Hadronex	48,842.25	-
HF&H Consultants	10,860.00	-
Home Depot Credit Services	5,784.28	2,836.98
Horizon	401.21	-
IEDA	1,769.22	884.61
Industrial Scientific Corp.	6,779.36	3,389.68
It's Personnel/ P.C.	200.00	200.00
Kaz & Associates	8,200.00	1,750.00
Kimball Midwest	3,744.09	1,957.71
Kone Pasadena	743.88	371.94
Mallory Co.	6,986.81	2,764.29
Matheson Tri-Gas	270.05	-
McCrometer Inc.	34,524.00	17,262.00
MissionSquare	63,436.44	34,418.90
Morse Hydraulics	23.90	23.90
Municipal Maintenance Equip.	2,378.24	2,124.15
Napa Auto Parts	1,429.94	972.42
National DRIVE	20.00	-
Navia Benefit Solutions	6,338.08	3,429.06
NeoPost	300.00	-
Occasions, Etc.	145.59	145.59
Occupational Health Centers	184.00	184.00
Omega Industrial Supply	2,105.33	-
Oracle America	25,124.70	-
Owen Equipment Sales	9,932.72	2,219.85
Pacific Gas & Electric	84,904.82	40,638.65
Pacific Highway Rentals	913.16	-
Paxxo (USA)	1,219.34	-
Paya	233.12	3.12
Peninsula Building Materials	231.47	189.31

**West Bay Sanitary District**  
**Expenditures By Vendor**  
**7/01/2025 to 08/31/2025**

<b>Withdrawals</b>	<b>Total by Vendor</b>	<b>Withdrawals</b>
	<b>FY 2025-26</b>	<b>August 2025</b>
Peninsula Truck Repair	29,779.55	3,428.09
Ponton Industries	2,166.56	2,166.56
Precise Concrete Sawing, Inc.	1,000.00	1,000.00
Precise Printing And Mailing	14,125.86	-
Preferred Alliance	893.99	370.80
Principal Life Insurance	11,124.03	-
Quadient Leasing USA	250.68	-
R.A. Nosek Investigations	335.00	-
Readyrefresh By Nestle	349.26	349.26
Recology Peninsula Services	498.78	249.39
Red Wing	2,482.05	1,893.13
Repcor	22,006.25	5,075.00
San Mateo County Health	6,540.00	6,540.00
Seekzen Systems	3,795.00	3,320.00
Sensera Systems	5,184.00	-
Shape, Inc.	2,200.00	2,200.00
Sharp Business Systems	2,117.06	1,058.53
Silicon Valley Clean Water	1,050.00	450.00
Sonsray Machinery LLC	3,530.75	3,530.75
Spartan Tool	1,684.38	414.98
Stevens Creek Quarry	860.56	860.56
Sutter Buttes Communications, Inc.	24,289.98	6,398.69
Sutter EAP	517.75	-
SVCW - 2018 Bonds	1,280,858.99	-
SVCW - 2021 A&B Bonds	2,334,167.47	-
SVCW - Monthly Operating Contribution	1,541,344.00	770,672.00
Syneco Systems, Inc.	370.20	370.20
Teamsters Local #350	1,395.00	-
Teletrac Navman US	639.86	-
Towne Ford	7,784.23	308.94
TPX Communications	4,054.48	2,875.05
Uline	582.79	582.79
Underground Republic Water	2,167.15	675.07
US Bank - CalCards	16,266.59	-
V.W. Housen & Associates	211,032.72	211,032.72
Vallombrosa Center	468.00	-
Veolia Water North America	140.11	74.93
Verizon Wireless	3,663.20	1,892.54
VIP Golf Cart Service Inc.	9,023.85	9,023.85
Vision Communications Co.	504.00	252.00
Weco Industries	30,415.42	20,012.81
Western States Tool & Supply	2,652.34	2,652.34
Woodard & Curran	83,364.50	-
Alberto Bucio	200.00	-
Angel Ambriz	690.65	-
Eric Madrigal	308.00	163.00
Heath Cortez	300.00	300.00
Henry Santos	225.00	225.00
Keith Kofutua	135.00	-
Robert J. Scheidt	192.90	192.90
Sergio Ramirez	596.80	-
Seth Avila	298.97	-
Sione Lolohea	85.50	-
Victor Garcia	322.61	322.61
<b>Total Vendor Withdrawals</b>	<b>10,967,054.46</b>	<b>3,989,484.80</b>
<b>Wages &amp; Payroll Taxes</b>		
Salaries/Wages - Net Pay	651,818.42	315,123.77
Directors Fees - Net Pay	7,646.58	3,906.40
Payroll Taxes	203,974.89	103,231.80
Performance Merit Program - Net Pay	-	-
<b>Total Payroll</b>	<b>863,439.89</b>	<b>422,261.97</b>
<b>Total External Withdrawals</b>	<b>11,830,494.35</b>	<b>4,411,746.77</b>
<b>WBSD Transfers:</b>		
WBSD LAIF Account	21,700,000.00	-
WBSD PR Account	7,300,000.00	5,000,000.00
Public Agency Retirement Services (PARS)	75,000.00	-
<b>Total Transfers</b>	<b>29,075,000.00</b>	<b>5,000,000.00</b>
<b>Total Withdrawals</b>	<b>40,905,494.35</b>	<b>9,411,746.77</b>



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

**To: Board of Directors**  
**From: Bob Hulsmann, Operations Superintendent**  
**Subject: WBSD Operations and Maintenance Report – August 2025**

	Basin PM Pipe Clean-ing	High Freq. PM Pipe Clean-ing	Un-Sche. Pipe Clean-ing	WBSD CCTV Insp.	Pipe Patch Repairs	Open Trench Repairs	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls- Unit 208				
	Month	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.	Qty.	Cat. 1	Cat. 2,3,4	Call Outs	Sch PM	Unsch. PM	USA's
January	7	3.9	0.5	2.1	1	10	65	0	0	0	1	88	5	0	423
February	11.0	5.0	0.3	1.8	6	2	64	0	0	0	1	48	11	0	335
March	18.8	0.3	0.1	1.3	4	7	74	0	0	0	0	57	9	1	350
April	15.7	3.6	0.4	2.7	3	8	68	0	0	0	0	73	8	0	466
May	4.2	6.6	0.4	3.6	0	8	69	0	0	0	0	49	11	0	399
June	17.0	0.1	0.4	3.1	1	7	65	0	0	0	0	59	13	0	337
July	9.0	4.0	0.2	3.6	4	7	74	0	0	0	0	59	12	0	350
August	10.1	5.9	0.5	5.7	8	5	65	0	0	0	0	56	9	0	324
Sept.															
Oct.															
Nov.															
Dec															
<b>Yr to date</b>	<b>92.8</b>	<b>29.4</b>	<b>2.8</b>	<b>23.9</b>	<b>27.0</b>	<b>54.0</b>	<b>544.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>2.0</b>	<b>489.0</b>	<b>78.0</b>	<b>1.0</b>	<b>2984.0</b>
<b>2025 Goals</b>	<b>120.0</b>	<b>50.0</b>	<b>n/a</b>	<b>45-50</b>	<b>50-65</b>	<b>90</b>	<b>n/a</b>	<b>&lt;10</b>	<b>&lt;</b>	<b>4</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>
<b>2024 Results</b>	<b>148.9</b>	<b>45.8</b>	<b>n/a</b>	<b>**40.9</b>	<b>**75</b>	<b>99</b>	<b>n/a</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>741</b>	<b>106</b>	<b>3</b>	<b>1894</b>	
2023 Results	127.7	47.1	8.5	**45.4	52	94	821	0	0	2	832	85	11	3416	
2022 Results	120.9	53.6	7.5	**40.3	**92	100	774	0	1	2	858	97	2	3161	
2021 Results	*123	*50	8.6	**46	**55	91	834	2	0	4	944	n/a	n/a	2294	
2020 Results	134.2	51.0	8.4	29.6	72	85	754	6	0	0	1012	89	5	2362	
2019 Results	112.0	48.2	6.9	42.7	60	86	967	6	0	4	1063	75	33	2850	
2018 Results	134.2	48.5	7.4	42.1	66	63	1256	6	0	4	1139	134	89	2525	

\*\*= Including LAH, TOW, & EPASD

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

**To: Board of Directors**

**From: Bb Hulsmann, Operations Superintendent**

**Subject: Town of Los Altos Hills - Operations and Maintenance Report for Work Performed by WBSD – August 2025**

	Basin PM Pipe Clean- ing	High Freq. PM Pipe Clean- ing	Un-Sche. Pipe Clean- ing	WBSD CCTV Insp.	Pipe Patch Repairs	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls
Month	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.	Cat. 1	Cat. 2&3s	Call Outs
January-25	1.8	1.2	0.1	0.6	0	4	3	0	0	0
February	1.3	0.1	0.0	0.6	2	4	0	0	0	0
March	0.5	1.1	0.0	0.2	0	4	0	0	0	0
April	0.0	1.6	0.0	1.0	1	5	0	0	0	0
May	2.2	1.6	0.1	1.2	2	5	0	0	0	0
June	1.0	0.3	0.0	1.3	6	5	0	0	0	0
July	2.1	1.1	0.0	1.1	3	4	0	0	1	0
24-Aug	0.8	0.8	0.0	1.1	0	4	0	0	0	0
Sept.	0.6	1.1	0.0	0.9	0	4	0	0	0	0
Oct.	0.4	1.2	0.0	1.3	0	4	0	0	0	0
Nov.	0.0	1.2	0.0	0.6	0	4	0	0	0	0
Dec	1.0	1.6	0.0	0.9	0	4	0	0	0	0
<b>** Yr to date</b>	<b>11.7</b>	<b>12.9</b>	<b>0.2</b>	<b>10.8</b>	<b>14.0</b>	<b>51</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>0</b>
FY24/25Goals	10.6	14.4	n/a	8.1	n/a	52	n/a	n/a	n/a	n/a
	Goal	Total	Remain							
Cleaning	25	24.8	0.2							
Inspection	8.1	10.8	-2.7							

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

**To: Board of Directors**

**From: Bob Hulsmann, Operations Superintendent**

**Subject: Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – August 2025**



**Yearly Summary Report**

9/5/2025  
8:06 AM

Dates Between 9/1/2024 and 8/31/2025

Month	Basin PM Pipe Cleaning (miles)	High Freq PM Pipe Cleaning (miles)	Unscheduled Pipe Cleaning (miles)	CCTV Inspection (miles)	Pump Stations Preventive Maintenance Qty	Pump Stations Unscheduled Repairs Qty	SSO Cat 1	SSO Cat 2 & 3	Service Calls Call Outs
January	0.0	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
February	0.00	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
March	0.00	0.3	0.0	0.0	0.0	8	0.0	0.0	0.0
April	0.00	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
May	0.00	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
June	0.00	0.3	0.0	0.0	0.0	8	0.0	0.0	0.0
July	0.00	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
August	0.00	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
September	0.00	0.3	0.0	0.0	0.0	8	0.0	0.0	0.0
October	0.00	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
November	0.00	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
December	4.44	0.0	0.0	1.2	0.0	8	0.0	0.0	0.0
<b>Totals</b>	<b>4.44</b>	<b>0.8</b>	<b>0.0</b>	<b>1.2</b>	<b>0.0</b>	<b>96</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

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

**To: Board of Directors**

**From: Bob Hulsmann, Operations Superintendent**

**Subject: East Palo Alto Sanitary District/City of East Palo Alto - Operations and Maintenance Report for Work Performed by WBSD – August 2025**

EPASD O & M Report 2025										
	Basin PM Pipe Clean- ing	High Freq. PM Pipe Clean- ing	Un-Sche. Pipe Clean- ing	CCTV Insp.	Pipe Patch Repairs	Open Trench Repair	USA Mark	SSO	SSO	Service Calls
Month								Cat. 1	Cat. 2,3,4	Call Outs
	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.			
Jan	1.1	5.6	0.0	0.2	1	0	64	0	0	14
February	5.6	0.4	0.4	0.0	0	1	70	0	1	12
March	4.1	0.0	0.0	2.3	0	1	90	0	0	8
April	7.8	0.0	0.1	2.1	1	1	100	0	0	12
May	6.3	0.0	0.0	1.2	2	2	70	0	0	7
June	6.2	0.0	0.0	2.4	0	1	33	0	0	9
July	1.1	0.0	0.1	3.4	4	0	48	0	0	8
August	6.6	0.3	0.6	3.3	1	1	66	0	0	7
Sept.										
Oct.										
Nov.										
Dec										
<b>*Yr to date</b>	<b>38.8</b>	<b>6.3</b>	<b>1.2</b>	<b>14.9</b>	<b>9</b>	<b>7</b>	<b>541</b>	<b>0</b>	<b>1</b>	<b>77</b>
<b>2025 Goals</b>	<b>70</b>	<b>10</b>	<b>n/a</b>	<b>35</b>	<b>12</b>	<b>12</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>

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

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**1) Administrative:**

- a. Oracle NetSuite has been implemented. All facets for the software are in use. Additional staff training will occur in November and December so that staff can become more familiar with the program.

**2) Finance:**

- a. Auditors will be in the District office on September 18 and 19 to begin the annual FY24/25 audit.
- b. Staff and Woodard & Curran are preparing SRF reimbursement No. 5 for the Bayfront Recycled Water Facility which will include all construction costs incurred from August 2, 2024, through June 30, 2025.

**3) Capital Improvement Program (CIP):**

**a. Levee Improvement Project:**

- i. Freyer and Laureta is preparing legal descriptions and plats for the two easements in order to underground the power lines in front of the FERRF. One will need to be issued by the District and the other by the City of Menlo Park.

**b. Point Repair Project:**

- i. Casey Construction will begin the point repair Phase III-A project in late September.

**c. Telemetry Replacement Project:**

- i. Blocka Construction completed approximately 50% of the work on the publicly owned pump stations - Telemetry Replacement Project.

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

- a. IT staff continue to research a new Computerized Maintenance Management System and will short list the top three. Staff will then go to agencies that are using the software's to receive input on the products directly from the users.

**5) Operations and Maintenance:**

**a. Collection System:**

- i. Crews appear to be balancing the work between West Bay and the three contracted agencies well.

- b. **Pump Facilities:**
  - i. The new generator for the Willow Pump Station was installed. The District is waiting for the Bay Area Air Quality Management District permit.
- c. **Training:**
  - i. Twelve staff members received CPR training on Monday September 15.
- 6) **Water Quality:**
  - a. **Sharon Heights Golf and Country Club (SHGCC):**
    - i. An Operations and Maintenance Committee meeting was held on September 9.
  - b. **Bayfront Recycled Water Facility (BRWF):**
    - i. Design on the headworks and treatment areas of the plant is ongoing. Requests for Information are being submitted and addressed.
- 7) **Fleet and Facilities:**
  - a. **Vehicle Maintenance:**
    - i. Staff is troubleshooting two of the three Pipe Hunters which seem to have emissions related problems. The manufacture is involved.
- 8) **Personnel:**
  - a. Staff will begin recruiting one additional temporary maintenance worker.
- 9) **Upcoming Events:**
  - a. **Next Board Meetings:**
    - i. Regular Board Meetings - Wednesdays, September 24 and October 8.
- 10) **Misc. Items:**
  - a. **West Bay:** The General Manager will update the Board on miscellaneous items related to District operations.
  - b. **Town of Los Altos Hills:** The Town experienced a private spill.
  - c. **Town of Woodside:** Staff performed high frequency cleaning this month.
  - d. **East Palo Alto:** Staff performed two rounds of FOG inspections for the city.



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 5**

**To: Board of Directors**

**From: Bob Hulsmann, Operations Superintendent**

**Subject: Consider Approving Performance Merit Pay Program for 2025-2026**

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Background

In October 2010, the Board requested the General Manager to draft a program to recognize employees for their outstanding achievements in meeting productivity goals and exceeding standard performance measures. In September of 2012 the Board approved the Performance Merit Pay Program (Program). Additionally, the Program was introduced by the Board to Staff and approved during negotiations. Staff immediately began working on the Program's aggressive goals in October of 2012.

The Board discussed and approved a maximum program budget which was included in the past twelve fiscal budgets and approved the criteria with the established goals based on recommendations from the General Manager.

Analysis

The Board adopted Director Moritz' template for using performance measures identified in our monthly Operations & Maintenance reports. Using this template, the General Manager and staff inserted figures for the expected base productivity level for each performance measure and the optimum target goal productivity level. The program also includes a scenario of productivity falling somewhere between the base and target goal productivity levels to show an example of achieving a portion of the goal and how its weight factor affects the overall total performance (see Exhibit A.)

The purpose of such a program is to reward staff for meeting or exceeding performance goals. The goals are not for normal performance (base) but to recognize extraordinary performance. The Performance Merit Pay Program is not guaranteed; payouts may vary from one year to the next. The intent of this program is to continue productivity at a high level, sustain high productivity levels, and reward the efforts of District staff for their performance in continuing the efficiency and quality of work and reducing Spills (Sanitary Sewer Overflows). Management recalculates and reassesses the base for each performance measure and the goal that is expected to be achieved from one year to the next.

There are ten performance elements with the greatest weight given to the reduction of Spills. In 2021 a Fats, Oils, and Grease Inspection goal was added and in 2022 a CIP

Spot Repair Project goal and a Sewer Service Charge Manual Collections goal were added to involve more staff in the program.

The CIP Spot Repair Project goal timelines was adjusted in 2024. The new description for the CIP Spot Repair Project goal will continue to be as follows:

**CIP/ Spot Repair Project** - The timely design, bid packets produced, contract award, and Notice to Proceed of the 2026-2027 Spot Repair Project. The Spot Repair Project will Call for bids by March, Award Project by May, and Notice to Proceed by July 2026, if the initial bids are accepted by the Board of Directors.

The Sewer Service Charge Collection was adjusted to reflect the remaining 18 residents not in San Mateo County tax roll system. All 18 must be collected before September 30 of 2026

The remaining goals appear to be valid and not easily attainable; therefore Management recommends the goals remain as proposed.

Staff is requesting the Board approve the Performance Merit Pay Program for 2025-2026 (Oct. 1, 2025 through Sept. 30, 2026) to be paid out in FY 2026/27 (November 2026) and provide for the consideration of exception to a Spill when it clearly derives from a Contractor's negligence or pandemic related issues.

#### Fiscal Impact

The total proposed budgeted amount for FY2026/2027 is \$279,500 maximum pay out. This will provide for a maximum merit payout of up to \$6500 for each Full-time employee, as well as a percent of the payout to any Part-time employees who qualify.

#### Recommendation

The Operations Superintendent and the General Manager recommend the Board approve the Performance Merit Pay Program for 2025-2026 per Exhibit "A".

Exhibit A: West Bay Sanitary District Performance Merit Pay Program 2025-2026



Exhibit “A”

## WEST BAY SANITARY DISTRICT

### PERFORMANCE MERIT PAY PROGRAM 2025-2026

#### **Purpose**

Performance Merit Pay Program (PMPP) is meant as an award for meeting or exceeding performance goals. The goals are not for “normal” performance. They are to recognize extraordinary performance. The annual goals are not static from one year to another. The goals can be expected to increase each year. The annual budget for payouts, if any and goals are established at the sole discretion of the WBSD Board of Directors and after the year’s end, taking into consideration the recommendations of the General Manager.

#### **Caveats**

PMPP is not guaranteed a payout. Participants should be aware that a payout in one year may not be the same as the following year, or that it’s possible no payout will be made.

If ANY evidence is found that any report required by a government agency is not filed timely and without accurate data, this program will be cancelled for the entire year for all participants.

#### **Participants**

This program would apply to all bargaining unit members and unrepresented employees except:

- Any employee terminated for cause or during probationary period
- Any employee who has been disciplined for cause by suspension without pay or temporary pay reduction in lieu of suspension
- Any employee who voluntarily separates employment with the District, except for retirement.

All other employees who are on the WBSD payroll during the 12-month period designated for the PMPP and have worked more than 90 days in the PMPP year, are eligible to participate in the achieved payout. This includes full-time, temporary employees, and employees on leave of absence without pay. Payouts will be pro-rated based on percent of time worked based on the full year being 100%. Pro-rated payments will be determined by dividing the actual number of workdays an individual worked in the year by the maximum workdays in the annual PMPP period.

#### **EXAMPLE:**

- A long-time employee retires on March 31.
- There were 126 workdays between October 1 and March 31(See definition of annual period below).
- There are 247 workdays in a full year.
- Thus, the retiree would receive 126/247nds, or 51% of an annual payout.

#### **Payments**

PMPP payments will be made after all data has been collected to calculate performance. Each PMPP period will begin October 1 and run through September 30. Assuming no problem is encountered with the data collection and completion of all calculations, payout checks can be expected to be issued in mid-November.

Payments are treated as normal income to the individual participant and are subject to all applicable taxes. Those taxes will be withheld by WBSD and sent to the applicable tax authority, same as in the case of a normal paycheck.

Individual payouts to eligible participants will be determined by dividing the full and pro-rated amounts into the Total Available PMPP Payout that has been designated by the WBSD Board of Directors for the budget period in which the payout is to be made.

**Total Available Payout**

Each budget period, or mid-year budget, the WBSD Board of Directors may designate a Total Available PMP Amount that will be available to cover the cost of participant payments. This amount will also be known as the Maximum Merit Payout. The final Total Payout Amount will be calculated by multiplying the sum of all Performance Merit Factors by the Total Available PMP Amount (Not to exceed \$6,500 per FTE)

**EXAMPLE:** For the period October 1, 2025, through September 30, 2026, Total PMPP Amount is set at \$273,000.00.

The MAXIMUM Merit Payout (100%) would be calculated as follows:  
Assuming 42 employees who worked the entire period (October through September).  
42 x 247 workdays = 10,374 workdays

However, of the 42 FTE's:

One individual retired on July 15, 2025,  
The period October 1 through July 15 had only 196 workdays.

There were also two part-time employees who each were employed for a period of 100 workdays.  
2 workers x 100 workdays = 200 workdays

The maximum factor payout per workday would be:  
\$273,000.00 / 10,374 workdays = \$26.32 per workday

The full-time workers could receive up to:	247 workdays x \$26.32 = \$6,500.00
The retiree could receive:	196 workdays x \$26.32 = \$5,158.00
Each of the part time employees could receive:	100 workdays x \$26.32 = \$2,632.00
Total Possible Payout:	=\$261,290.00

NOTE: Each of the MAXIMUM Merit Payout amounts would be subject to the final Total Performance Factor that is described and calculated in the next section.

**Performance Factors**

A set of ten Performance Elements will be tracked and included in the calculation of a final Total Performance Factor. A Base Level and Target Goal Level will be set for performance in each Performance Element for the PMP period. The difference between the Base Level and the Target Goal Level will be measured as a percent of attainment. Each Performance element is “weighted” in its portion of the Total PMP Performance Factor. The sum of all the Performance Elements may not exceed 100%. Total PMP Performance Factor is used to calculate the final payouts.

**EXAMPLE: (Numbers are fictitious)**

Final Annual Payouts:  
● Full Time Employees - \$6,500.00 x 75.97 % = \$ 4,938.05 x 39

● Retiree	- \$5,158.00 x 75.97 %	= \$ 3,918.53	x 1
● Part Time employee	- \$2,632.00 x 75.97 %	= \$ 1,999.30	x 2
	<b>Total</b>	<b>= \$200,501.08</b>	

<u>Performance Element</u>	<u>Target</u>			<u>Actual</u>	<u>% of Goal</u>	<u>Weight</u>	<u>Value</u>
	<u>Base</u>	<u>Goal</u>	<u>Spread</u>				
1. Customer Satisfaction (Surveys) (Good or better responses) Formula: Actual minus base, difference divided by spread (Goal minus base) (96.5-90=6.5; 6.5 / 8=81.3%)	90%	98%	8	96.5%	81.3 %	0.08	0.065
2. Safety, (Incidents of Work Lost/Yr.) (3=0%, 2=33%, 1=66%, 0=100%)	3	0	3	0	100.0 %	0.08	0.080
3. Miles Pipe CCTVed / Man-hour (Base is 40 miles@4,860 man-hours (3 ee x 1620 hrs) (Goal is 50 miles@3,240 man-hours (2 ee x 1620 hrs) (Scenario Actual 50 miles, 3,704 hours(2.28 ee x 1620 hrs/ee))	.0082	.0154	.0072	.0135	88 %	0.09	0.079
4. Miles Pipe Cleaned / Man-hour (Base = 160 miles @ 4,617 man-hours (2men @1443 hrs + 2men 3days/wk@865hrs) (Goal = 170 miles @ 4,617 man-hours (3,240 hrs + 1,944 hrs = 4,617) (Scenario Actual = 189 miles @ 4,617 man-hours)	.0347	.0366	.0019	.0365	95%	0.15	0.143
5. FOG inspections (449= 0%, 450 = 50%, 500 = 75%, 550 = 100%)	450	550	100	455	50%	0.08	0.016
6. Pipe Repair / Man-hour (Base = 125 (1620 x 3 = 4,860 hrs) (Goal = 165 (1620 x 3 = 4,860 hrs) (Scenario Actual = 90@ 4,860 man-hours (3men@1640/2 hrs))	.0309	.0370	.0061	.0370	100 %	0.10	0.100
7. CIP/ Spot Repair Project (Base = January Call for Bids) (Goal = May Notice to Proceed – NTP) (Scenario Actual = NTP June 20, 2025)	.33	1.00	.66	1.00	100 %	0.05	0.050
8. Spill's (Any Category) (Base of 7, Goal of 4) (Scenario Actual) (7=0%, 6/33%, 5/67%, 4/100%)	7	4	3	1	67 %	0.25	0.168
9. Sewer Service Charge Manual Collections (Base=14 Collected, Goal = 18 Collected) (Scenario Actual=34) (13=00%,15 =33.3, 16=66.6, 17=100%)	15	17	3	17	100%	0.05	0.050
10. Quality Control – line cleaning (test 60) (Base=8, Goal=0, Scenario Actual= 3 to be re-cleaned) 8=0%, 7=12.5%, 6= 25%, 5=37.5%, 4=50%, 3=62.5%, 2=75%, 1=87.5%, 0=100%	8	0	8	7	12.5%	0.07	0.0087
						<b>1.0</b>	<b>0.7597</b>

## DEFINITIONS

**Base** – The Base figure will be the level of performance below which no PMPP will be paid.

**Target Goal** – This level of productivity will be set to reflect extraordinary performance. Achieving or exceeding the goal for each Performance Factor will result in the calculation of 100% payout for the given Performance Factor. 100% is the maximum performance for any single element.

**Weight** – Each factor is assigned a portion of the total weight of 100%. The amount of weight indicates the importance of the factor relative to the other factors.

**Value** – The difference between the Base and the Goal level will determine the Percent Factor shown as the Value in the table above that will be paid for each Performance Factor. The sum of all Performance Factors will be the Payout during each annual period.

**Spread** – The difference between the **Target Goal** and the **Base**. The **Actual** minus the **Base** is then divided by the **Spread** to find the **% of Goal** achieved.

**Customer Satisfaction** – An ongoing survey of all WBSD customers that call in for service will be made to measure the level of customer satisfaction with the service provided by the District. The results of that survey will determine the level of satisfaction used in the annual PMPP. The base performance measure is 90% of all surveys collected result in an Excellent or Above Average rating in each of the overall category. The survey will be conducted monthly and tabulated from October through September with the results calculated for November payout, if approved.

**Safety Incidents of Work Lost / Yr.** – The number of incidents that result in work lost due to a work-related accident. This lost time accident would not be a first aid incident but an accident/injury that resulted in the employee being required to recover at home prior to returning to work.

**Miles of Pipe CCTV'd per Man-Hour** – The average miles of pipe CCTV'd each month will be calculated over the twelve-month PMPP period. Calculation will be made to the nearest tenth of a mile. The average monthly number of Man-Hours spent on the task of CCTV will be calculated. The average miles will be divided by the average Man-Hours to determine the monthly average number of miles of pipe CCTV'd per Man-Hour.

**Miles of Pipe Cleaned per Man-Hour** – The average miles of pipe cleaned in the Basin and High Frequency cleaning each month will be calculated over the twelve-month period of the PMPP period. Calculation will be made to the nearest tenth of a mile. The average monthly number of man-hours spent on the task of cleaning pipe will be calculated. The Average Miles will be divided by the Average Man-Hours to determine the monthly average number of miles of Pipe Cleaned per Man-Hour.

**FOG Inspections, Annual Total** – FOG inspections are performed on a regular basis at commercial facilities and maintain consistent compliance with the District's Code of General Regulations. Reducing FOG in the collection system helps reduce sanitary sewer overflows.

**Pipe Repairs / per Man-Hour** - The average number of pipe repairs, patches, and dig-ups each month will be calculated over the twelve-month period of the PMPP period. Calculation will be made to the nearest whole number. The average monthly number of man-hours spent on the task of making pipe repairs and patches will be calculated. The Average Repairs and Patches will be divided by the Average Man-Hours to determine the monthly average number of Pipe Repairs per Man-Hour.

**CIP/ Spot Repair Project** - The timely design, bid packets produced, contract award, and Notice to Proceed of the 2026-2027 Spot Repair Project. The Spot Repair Project will Call for bids by March, Award Project by May, and Notice to Proceed by July 2026, if the initial bids are accepted by the Board of Directors.

**Spill's (any Category), Annual Total** – A sanitary sewer overflow, Spill, as defined by the State Water Resources Control Board. The base and target goal should decrease each year until the optimum spill ratio is reached.

**Sewer Service Charge Manual Collections**- The percentage of manually invoiced Sewer Service Charges. Calculations will be made off of the actual number of invoices sent out in the PMPP year. (Approximately 18 per year)

**Quality Control** –Sewer main pipelines are picked at random for CCTV inspection from the list of lines cleaned the previous month to assess the quality of cleaning performed. Any lines inspected which are found to need further cleaning count against the goal but more importantly are reviewed to determine if a change in cleaning methods is appropriate, if a repair is necessary, or if operator error is a factor.



## WEST BAY SANITARY DISTRICT AGENDA ITEM 6

**To: Board of Directors**

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

**Subject: Consider Authorizing the General Manager to Execute an Agreement for Engineering Design and Construction Support Services for the Laurel Avenue-Hwy 101 Crossing Improvements Project No. 1773.0**

---

### Background

The purpose of this project is to correct an issue caused by Caltrans approximately 25 years ago. Caltrans constructed improvements near the interchange at Hwy 101 and Willow Road that damaged WBSD main line. Instead of fixing it, they placed a 6" sewer pipe through an existing storm drain pipe crossing Highway 101 to the other side of Laurel Avenue, on the opposite side of the freeway. This storm drain line is still active and the District should correct this situation and prevent any future spills.

### Analysis

To correct this situation, a submersible pump station at the end of Laurel Avenue at the Highway 101 soundwall and a forcemain draining back to intersection of Laurel Avenue and Chester Street is being proposed.

The Proposed Tasks for the Agreement with Freyer and Laureta, Inc. (F&L) include:

#### Task 1 – Project Management and Coordination

- F&L will provide QA/QC and monitor project schedule and budget.
- Coordinate the project with Caltrans, including preparation of presentation materials for meetings with Caltrans.
- Coordinate project with PG&E.
- F&L will attend three project meetings including meetings with Caltrans.

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

- A topographic survey will be performed for this project area which includes including the full width of Laurel Avenue from Highway 101 to Chester Street. Vertical control will be based on NAVD 88 benchmark. Horizontal control based on State Plane Coordinates.
- 

**Report to the District Board for the Regular Meeting of September 24, 2025**

- See F&L's proposal for additional details.

### Task 3 – Construction Documents

- Perform preliminary engineering effort including pump station calculations.
- Prepare Construction drawings in AutoCAD format at a scale appropriate to show the necessary information.
- The District may opt to install a second pipeline for gravity bypass in the event of power outage,
- Prepare Engineer's schedule of probable construction costs.
- Prepare the 75% and 100% submittals
- See F&L's Proposal for details.

### Task 4 – Construction Documents

- Provide bid assistance including responses to questions and preparation of addenda, prepare responses to Requests for Information, provide construction submittal, and change orders reviews, provide clarifications and opinions, and prepare Record Drawings and Project Closeout Tasks.
- Conduct two (2) site visits during construction.

The project is anticipated to be out to bid in April 2026 with bid opening in June 2026.

### Fiscal Impact

The Capital Asset Fund for Fiscal Year 2025-2026 has an approved design budget of \$500,000 for this project. The total design and construction support services for this project is \$173,117. The total appropriation requested is \$190,000, which includes approximately 10% contingency.

### Recommendation

The District Engineer recommends the District Board Authorize the General Manager to Execute an agreement for Engineering Design and Construction Services with Freyer and Lureta, Inc. for the Laurel Avenue-Hwy 101 Crossing Basin 110 Improvements Project No. 1773.0 and authorize the General Manager to approve up to 10 percent contingency for additional work on an as-needed basis.

Attachment: F&L Proposal Dated August 28, 2025  
Agreement For Professional Services

August 28, 2025

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

**RE: PROPOSAL- LAUREL AVENUE PUMP STATION PROJECT**

Dear Mr. Heydari,

Freyer & Laureta, Inc. (F&L) is pleased to submit this proposal to perform survey and design services for the construction of a new sanitary sewer pump station in Laurel Avenue in Menlo Park.

This purpose of this project is to correct an issue caused by Caltrans approximately 25 years ago. Caltrans constructed improvements near the interchange that damaged WBSD main line. Instead of fixing it, they placed a 6" sewer pipe through an existing storm drain pipe crossing Highway 101 to the other side of Laurel Avenue, opposite side of the freeway. This storm drain line is still active and the District want to correct this situation and prevent any future spills.

The proposal is to design a submersible pump station at the end of Laurel Avenue at the Highway 101 soundwall and design a forcemain draining back to intersection of Laurel Avenue and Chester Street.

We propose the following scope of services and fee for your consideration.

**Scope of Design Services**

**Task 1: Project Management and Coordination**

- F&L will provide QA/QC and monitor project schedule and budget.
- Coordinate the project with Caltrans, including preparation of presentation materials for meetings with Caltrans.
- Coordinate project with PG&E.
- F&L will attend three project meetings including meetings with Caltrans.

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

- A topographic survey will be performed for this project area which includes including the full width of Laurel Avenue from Highway 101 to Chester Street. Survey will be based on a vertical datum of NAVD88 and horizontal control based on state plane coordinates for the project area. Survey will also include the following:

**Headquarters**

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

**North Bay Office**

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

**East Bay Office**

1101 Marina Village Pkwy, Ste 104  
Alameda, CA 94501  
(510) 937-2310

**South Bay Office**

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

- Visible improvements, structures, walkways and utilities, trees over 12” in diameter, within the project area will be surveyed.
  - Utilities within the project area will be surveyed.
  - Survey information will be translated to AutoCad drawings for use in the design effort.
- Inverts and pipe sizes for all entering and exiting pipes within sanitary sewer manholes will be determined.
  - Utility research will be performed, and utility locations interpreted from utility company system drawings will be drawn onto the topographic survey base to be used in design efforts.
  - Perform site visit to inform design.

### Task 3: Construction Documents

- Perform preliminary engineering effort including pump station calculations. We request District support for flow monitoring to determine design flow rates.
- Prepare Construction drawings in AutoCAD format at a scale appropriate to show the necessary information (most probably 20-scale). Drawings will show appropriate construction details and notes for pump station and forcemain. The District may opt to install a second pipeline for gravity bypass in the event of a power outage.
- Prepare Engineer’s schedule of probable construction costs.
- We will prepare the following review submittals: 75% and 100%.
- Electronic files of the drawings and specifications will be provided to the District upon request.

### Task 4: Construction Administration

- Provide bid assistance including responses to questions and preparation of addenda.
- Conduct two (2) site visits during construction.
- Prepare responses to Requests for Information.
- Provide submittal review.
- Review Change Orders and provide clarifications and opinions.
- Prepare Record Drawings and Project Closeout Tasks.

### Exclusions

This proposal has the following exclusions:

- The scope of services does not include payment of any permit fees.
- Preparation of CEQA documentation is not included in this proposal.
- No generator set or automatic transfer switch (ATS).
- System to run on 480v 3phase 4-wire power.
- No transformer work.
- Service drop from nearest power pole (on our side of the street).
- No modifications to SS system other than pumps and forcemain work



## Project Schedule

Below is our project schedule.

- Start work September 15, 2025
- Preliminary Engineering Results/Drawing October 31, 2025
- Submit 75% Design: December 15, 2025
- Submit 100% Design: February 15, 2026

## Proposed Fee Schedule

Please refer to Table 1 (attached) for the detailed fee breakdown for these professional services. A summary is shown below. All work will be on a time and materials (T&M) basis, not to be exceeded without authorization.

Task Number	Description	Fee
1	Project Management and Coordination	\$36,825
2	Site Investigation, Data Collection, Record Research	\$12,292
3	Construction Documents	\$93,440
4	Construction Administration	\$30,560
	<b>Total</b>	<b>\$173,117</b>

Thank you for the opportunity to provide you with this proposal. We look forward to continued collaboration with you and this project. Please call us at (415) 534-7070 with any questions regarding our proposal.

Very truly yours,

**FREYER & LAURETA, INC.**

Richard J. Laureta, P.E.  
President

Enclosure: Fee Proposal

**TABLE 1 - ESTIMATED BUDGET FOR ENGINEERING SERVICES  
LAUREL AVENUE PUMP STATION  
West Bay Sanitary District**

TASKS	ESTIMATED LABOR (Hours)					TOTAL LABOR COST (\$)
	Personnel & Rates (\$/hr)					
	F&L Administrative	2-Man Survey Crew	F&L Staff Engineer II	F&L Senior PM	F&L Principal	
	115	500	180	265	295	
<b>Task 1: Project Management and Coordination</b>						
Project Management				3		\$795
Meetings (3)			6	6	6	\$4,440
Caltrans Coordination			40	24	4	\$14,740
PG&E Coordination			40	24	2	\$14,150
QA/QC					4	\$1,180
Monthly progress and cost summary report, invoices	4			4		\$1,520
<b>Subtotal Labor Hours - Task 1</b>	<b>4</b>		<b>86</b>	<b>61</b>	<b>16</b>	<b>\$36,825</b>
<b>Task 2 - Site Investigation, Data Collection, Record Research</b>						
Survey and Create Base Map		12	4	2		\$7,408
Utility Verification			16			\$3,038
Site Visit		2		2		\$1,846
<b>Subtotal Labor Hours - Task 2</b>		<b>14</b>	<b>20</b>	<b>4</b>		<b>\$12,292</b>
<b>Task 3: Construction Documents</b>						
Preliminary Engineering			80	8	4	\$17,700
75% Design (Civil, Mechanical, Electrical)			240	40	2	\$54,390
100% CDs (Civil, Mechanical, Electrical)			80	24	2	\$21,350
<b>Subtotal Labor Hours - Task 3</b>			<b>400</b>	<b>72</b>	<b>8</b>	<b>\$93,440</b>
<b>Task 4: Construction Administration</b>						
Provide bid assistance, clarification, prepare addenda			8	4		\$2,500
Conduct two (2) meetings/site visits			3	3		\$1,335
Prepare Responses to Requests for Information						
Assume 5 RFIs, 2 hour per RFI			10			\$1,800
Internal Review				2		\$530
Review submittals						
Assume 10 submittals			10			\$1,800
Internal Review				3		\$795
Review Change Orders						
Assume 4 clarifications, 2 hour per clarification plus management			8	4		\$2,500
Internal Review					1	\$295
Support During Construction			40	24	4	\$14,740
Project Closeout (Allowance)			8	2	1	\$2,265
Prepare Record Drawings						
Prepare Final Record Drawings incorporating comments			8	1		\$1,705
Internal Review					1	\$295
<b>Subtotal Labor Hours - Task 4</b>			<b>95</b>	<b>43</b>	<b>7</b>	<b>\$30,560</b>
<b>Total Labor Hours</b>	<b>4</b>	<b>14</b>	<b>601</b>	<b>180</b>	<b>31</b>	<b>\$173,117</b>



Image © 2025 Vexcel Imaging US, Inc.

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

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THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this 24<sup>th</sup> day of September, 2025, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer & Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires to procure certain professional services as more particularly described in “WEST BAY SANITARY DISTRICT LAUREL AVENUE-HWY 101 CROSSING BASIN 110 IMPROVEMENTS PROJECT 1773.0 SCOPE FOR DESIGN AND CONSTRUCTION CONSULTATION SUPPORT PROJECT MANAGEMENT SERVICES FREYER & LAURETA” (“Scope of Work”) attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as “Proposal”); and

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

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

I. DESCRIPTION OF PROJECT

Consultant will provide engineering design and construction support for the proposed submersible pump station at the end of Laurel Avenue at the Highway 101 soundwall and a forcemain draining back to intersection of Laurel Avenue and Chester Street in Menlo Park, and coordinate with Caltrans, PG&E, and City of Menlo Park.

II. SCOPE OF SERVICES

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

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

II. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either December 30, 2026 or the timely completion of the Scope of Work described in the Proposal, whichever is later.

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

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date of December 30, 2026 in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

### III. COMPENSATION

For actual services performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$173,117.00 as specified in the Proposal, shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the Proposal.

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

### IV. RESPONSIBILITY OF CONSULTANT

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

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

### V. INDEMNIFICATION

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

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

## VI. INSURANCE

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

### Certificate Requirements:

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

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

### Required Coverage:

- A. Commercial General Liability (CGL) insurance, including products and

completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

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

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

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

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

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

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

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

available to the District.

I. Any excess/liability policies must provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must follow form the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

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

## VII. TERMINATION

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

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

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

## VIII. SUBCONTRACTS

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

expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, and employees are additional insureds on insurance required from subcontractors.

IX. OTHER TERMS

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

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

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

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

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

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

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

any failure (or alleged failure) of the Consultant and any sub consultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

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

services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

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

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

15. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
16. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the Parties to this Agreement.
17. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the San Mateo County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the District.
18. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.
19. Amendments. This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which

is duly executed by the District and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the District's authorized representative.

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

**To District:**

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

**To CONSULTANT:**

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

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

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

## 26. ACKNOWLEDGMENT

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

[SIGNATURES ON FOLLOWING PAGE]

WEST BAY SANITARY DISTRICT

FREYER & LAURETA, INC.

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

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

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

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

APPROVED AS TO FORM

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

**EXHIBIT  
“A”  
SCOPE  
OF  
WORK**





## WEST BAY SANITARY DISTRICT AGENDA ITEM 7

**To:** *Board of Directors*

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

**Subject:** *Consider Authorizing the General Manager to Execute an Agreement for Engineering Design and Construction Support Services for the Willow Pump Station Discharge (Ivy Drive) Capacity Improvements Project No. 1772.0*

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### Background

During the December 31, 2022 rainfall event, the pipes beginning from the Menlo Pump Station (MPS) and back through Chilco Street and Ivy Drive became surcharged. The hydraulic model predicts a spill at the discharge manhole on Ivy Drive (B12029). This shallow manhole has a depth of approximately 2.5 feet.

After the December 31, 2022 rainfall event, a locking manhole was installed on structure B12029 to prevent future spills from this location.

### Analysis

While a locking manhole is sufficient to prevent spills from this location, a long-term solution involves extending the existing force main through Ivy Drive to a termination point on Chilco Street. The existing pipeline on Ivy Drive is located within a San Francisco Public Utilities Commission (SFPUC) easement, making replacement of this pipeline difficult or possibly infeasible. The proposed project installs 2,456 lineal feet of 12-inch force main pipe within the existing 15-inch gravity collector main in Ivy Drive. Larger pumps may be required at Willow Pump Station to convey this flow. Therefore, alternative lining methods and/or a shorter force main extension will be reviewed during preliminary design to lower friction losses and reduce the added load on the pumps. Replacement of other force main sections in Willow Road will also be included in design if desired by the District.

The Proposed Tasks for the Agreement with Freyer and Laureta, Inc. (F&L) include:

#### Task 1 – Project Management and Coordination

- F&L will provide QA/QC and monitor project schedule and budget.
  - Coordinate the project with SFPUC, including preparation of presentation materials for meetings with SFPUC.
- 

**Report to the District Board for the Regular Meeting of September 24, 2025**

- F&L will attend four project meetings including two meetings with SFPUC.

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

- A topographic survey will be performed for this project area which includes the full width Ivy from the Willow Road Pump Station to Chilco Street. Vertical control will be based on NAVD 88 benchmark. Horizontal control based on State Plane Coordinates.
- See F&L's proposal for additional details.

#### Task 3 – Construction Documents

- Perform preliminary engineering effort including calculations to determine linear foot of new SSFM that WPS will most efficiently operate.
- Prepare Construction drawings in AutoCAD format at a scale appropriate to show the necessary information.
- Prepare Engineer's schedule of probable construction costs.
- Prepare the 75% and 100% submittals
- See F&L's Proposal for details.

#### Task 4 – Construction Documents

- Provide bid assistance including responses to questions and preparation of addenda, prepare responses to Requests for Information, provide construction submittal and change order reviews, provide clarifications and opinions, and prepare Record Drawings and Project Closeout Tasks.
- Conduct two (2) site visits during construction.

The project is anticipated to be out to bid in May 2026 and bid opening in July 2026.

#### Fiscal Impact

The Capital Asset Fund for Fiscal Year 2025-2026 has an approved design budget of \$300,000 for this project. The total design and construction support services for this project is \$191,167. The total appropriation requested is \$210,000 which includes approximately 10% contingency.

#### Recommendation

The District Engineer recommends the District Board Authorize the General Manager to Execute an agreement for Engineering Design and Construction Services with Freyer and Lureta, Inc. for the Willow Pump Station Discharge (Ivy Drive) Capacity Improvements Project No. 1772.0 and authorize the General Manager to approve up to 10 percent contingency for additional work on an as-needed basis.

Attachment: F&L Proposal Dated August 28, 2025  
Agreement For Professional Services

August 28, 2025

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

**RE: PROPOSAL- WILLOW PUMP STATION SANITARY SEWER FORCEMAIN REPLACEMENT**

Dear Mr. Heydari,

Freyer & Laureta, Inc. (F&L) is pleased to submit this proposal to perform survey and design services for the replacement of the sanitary sewer forcemain from the Willow Pump Station (WPS).

The WPS has sufficient capacity to convey incoming flows, however, the hydraulic model predicts a spill at the discharge manhole on Ivy Drive (B12029) due to it being very shallow. During the December 31, 2022 rainfall event, the pipes beginning at the Menlo Park Pump Station and through Chilco Street and the Ivy Drive easement became surcharged. As a result, the flow that is normally discharged to a gravity pipeline within Ivy Drive could not enter this pipe and was released through the top of shallow manhole B12029. After the December 31, 2022 rainfall event ended, a locking manhole was installed on structure B12029 to prevent future spills from this location, which is a sufficient short term solution. The purpose of this project is to design a long term solution.

This long term solution involves extending the existing force main through Ivy Drive to a termination point on Chilco Street. The existing pipeline on Ivy Drive is located with a San Francisco Public Utilities Commission (SFPUC) easement, making replacement of this pipeline difficult or possibly infeasible and will need coordination with SFPUC to permit. The proposed project installs 2,456 lineal feet of 12-inch force main pipe within the existing 15-inch gravity collector main in Ivy Drive. Larger pumps may be required at Willow Pump Station to convey this flow. Therefore, alternative lining methods and/or a shorter force main extension will be reviewed during preliminary design to lower friction losses and reduce the added load on the pumps. Replacement of other forcemain sections in Willow Road will also be included in design if desired by the District.

We propose the following scope of services and fee for your consideration.

### Scope of Design Services

#### Task 1: Project Management and Coordination

- F&L will provide QA/QC and monitor project schedule and budget.

#### Headquarters

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

#### North Bay Office

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

#### East Bay Office

1101 Marina Village Pkwy, Ste 104  
Alameda, CA 94501  
(510) 937-2310

#### South Bay Office

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



- Coordinate the project with SFPUC, including preparation of presentation materials for meetings with SFPUC.
- F&L will attend four project meetings including two meetings with SFPUC.

### Task 2: Site Investigation, Data Collection, Record Research

- A topographic survey will be performed for this project area which includes including the full width of Ivy from the Willow Road Pump Station to Chilco Street. This will be required by SFPUC to understand location of improvements relative to their pipelines. Survey will be based on a vertical datum of NAVD88 and horizontal control based on state plane coordinates for the project area. Survey will also include the following:
  - Visible improvements, structures, walkways and utilities, trees over 12” in diameter, within the project area will be surveyed.
  - Utilities within the project area will be surveyed.
  - Survey information will be translated to AutoCad drawings for use in the design effort.
- Inverts and pipe sizes for all entering and exiting pipes within sanitary sewer manholes will be determined.
- Utility research will be performed, and utility locations interpreted from utility company system drawings will be drawn onto the topographic survey base to be used in design efforts. This includes the SFPUC main distribution lines in Ivy Drive.
- Perform site visit to inform design.

### Task 3: Construction Documents

- Perform preliminary engineering effort including calculations to determine linear foot of new SSFM that WPS will most efficiently operate.
- Prepare Construction drawings in AutoCAD format at a scale appropriate to show the necessary information (most probably 20-scale). Drawings will show appropriate construction details and notes.
- Prepare Engineer’s schedule of probable construction costs.
- We will prepare the following review submittals: 75% and 100%.
- Electronic files of the drawings and specifications will be provided to the District upon request.

### Task 4: Construction Administration

- Provide bid assistance including responses to questions and preparation of addenda.
- Conduct two (2) site visits during construction.
- Prepare responses to Requests for Information.
- Provide submittal review.
- Review Change Orders and provide clarifications and opinions.
- Prepare Record Drawings and Project Closeout Tasks.

### Exclusions

This proposal has the following exclusions:

- The scope of services does not include payment of any permit fees.
- Preparation of CEQA documentation is not included in this proposal.



- No major horizontal relocations of the forcemain.

### Project Schedule

Below is our project schedule.

- Start work September 15, 2025
- Preliminary Engineering Results/Drawing October 31, 2025
- Coordinate with SFPUC (anticipated to be 3 months) through January 2026
- Submit 75% Design: February 27, 2026
- Submit 100% Design: March 27, 2026

### Proposed Fee Schedule

Please refer to Table 1 (attached) for the detailed fee breakdown for these professional services. A summary is shown below. All work will be on a time and materials (T&M) basis, not to be exceeded without authorization.

Task Number	Description	Fee
1	Project Management and Coordination	\$32,795
2	Site Investigation, Data Collection, Record Research	\$28,702
3	Construction Documents	\$99,110
4	Construction Administration	\$30,560
	<b>Total</b>	<b>\$191,167</b>

Thank you for the opportunity to provide you with this proposal. We look forward to continued collaboration with you and this project. Please call us at (415) 534-7070 with any questions regarding our proposal.

Very truly yours,

**FREYER & LAURETA, INC.**

Richard J. Laureta, P.E.  
President

Enclosure: Fee Proposal

**TABLE 1 - ESTIMATED BUDGET FOR ENGINEERING SERVICES  
WILLOW ROAD PUMP STATION SSFM REPLACEMENT  
West Bay Sanitary District**

TASKS	ESTIMATED LABOR (Hours)					TOTAL LABOR COST (\$)
	Personnel & Rates (\$/hr)					
	F&L Administrative	2-Man Survey Crew	F&L Staff Engineer III	F&L Senior PM	F&L Principal	
	115	500	180	265	295	
<b>Task 1: Project Management and Coordination</b>						
Project Management				3		\$795
Meetings (4) including 2 meetings with SFPUC			16	8	8	\$7,360
Coordination with SFPUC			80	24	4	\$21,940
QA/QC					4	\$1,180
Monthly progress and cost summary report, invoices	4			4		\$1,520
<b>Subtotal Labor Hours - Task 1</b>	<b>4</b>		<b>96</b>	<b>39</b>	<b>16</b>	<b>\$32,795</b>
<b>Task 2 - Site Investigation, Data Collection, Record Research</b>						
Survey and Create Base Map		36	12	2		\$20,848
Utility Verification			24			\$4,478
Site Visit		4		4		\$3,376
<b>Subtotal Labor Hours - Task 2</b>		<b>40</b>	<b>36</b>	<b>6</b>		<b>\$28,702</b>
<b>Task 3: Construction Documents</b>						
Preliminary Engineering			40	8	4	\$10,500
75% Design (Pump Station and SSFM)			240	32	4	\$52,860
100% CDs (Pump Station and SSFM)			160	24	2	\$35,750
<b>Subtotal Labor Hours - Task 3</b>			<b>440</b>	<b>64</b>	<b>10</b>	<b>\$99,110</b>
<b>Task 4: Construction Administration</b>						
Provide bid assistance, clarification, prepare addenda			8	4		\$2,500
Conduct two (2) meetings/site visits			3	3		\$1,335
Prepare Responses to Requests for Information						
Assume 5 RFIs, 2 hour per RFI			10			\$1,800
Internal Review				2		\$530
Review submittals						
Assume 10 submittals			10			\$1,800
Internal Review				3		\$795
Review Change Orders						
Assume 4 clarifications, 2 hour per clarification plus management			8	4		\$2,500
Internal Review					1	\$295
Support During Construction			40	24	4	\$14,740
Project Closeout (Allowance)			8	2	1	\$2,265
Prepare Record Drawings						
Prepare Final Record Drawings incorporating comments			8	1		\$1,705
Internal Review					1	\$295
<b>Subtotal Labor Hours - Task 4</b>			<b>95</b>	<b>43</b>	<b>7</b>	<b>\$30,560</b>
<b>Total Labor Hours</b>	<b>4</b>	<b>40</b>	<b>667</b>	<b>152</b>	<b>33</b>	<b>\$191,167</b>



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

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THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this 24<sup>th</sup> day of September, 2025, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer & Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires to procure certain professional services as more particularly described in “WEST BAY SANITARY DISTRICT WILLOW PUMP STATION DISCHARGE (IVY DRIVE) CAPACITY IMPROVEMENTS PROJECT 1772.0 SCOPE FOR DESIGN AND CONSTRUCTION CONSULTATION SUPPORT PROJECT MANAGEMENT SERVICES FREYER & LAURETA” (“Scope of Work”) attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as “Proposal”); and

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

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

I. DESCRIPTION OF PROJECT

Consultant will provide engineering design and construction support for the proposed 2,456 lineal feet of 12-inch force main within the existing 15-inch gravity collector main in Ivy Drive in Menlo Park, and coordinate with San Francisco Public Utility Commission (SFPUC) and City of Menlo Park to obtain permits.

II. SCOPE OF SERVICES

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

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

II. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either December 30, 2026 or the timely completion of the Scope of Work described in the Proposal, whichever is later.

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

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date of December 30, 2026 in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

### III. COMPENSATION

For actual services performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$191,167.00 as specified in the Proposal, shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the Proposal.

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

### IV. RESPONSIBILITY OF CONSULTANT

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

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

### V. INDEMNIFICATION

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

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

## VI. INSURANCE

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

### Certificate Requirements:

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

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

### Required Coverage:

- A. Commercial General Liability (CGL) insurance, including products and

completed operations, property damage, bodily injury, personal and advertising injury with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

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

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

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

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

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

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

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

available to the District.

I. Any excess/liability policies must provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must follow form the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

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

## VII. TERMINATION

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

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

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

## VIII. SUBCONTRACTS

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

expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, and employees are additional insureds on insurance required from subcontractors.

## IX. OTHER TERMS

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

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

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

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

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

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

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

any failure (or alleged failure) of the Consultant and any sub consultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

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

services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

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

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

15. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
16. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the Parties to this Agreement.
17. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the San Mateo County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the District.
18. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.
19. Amendments. This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which

is duly executed by the District and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the District's authorized representative.

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

**To District:**

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

**To CONSULTANT:**

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

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

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

## 26. ACKNOWLEDGMENT

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

[SIGNATURES ON FOLLOWING PAGE]

WEST BAY SANITARY DISTRICT

FREYER & LAURETA, INC.

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

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

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

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

APPROVED AS TO FORM

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

**EXHIBIT  
“A”  
SCOPE  
OF  
WORK**





## WEST BAY SANITARY DISTRICT AGENDA ITEM 8

**To: Board of Directors**

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

**Subject: Consider Authorizing the General Manager to Enter Into an Agreement for On-Call Geotechnical Observation and Testing Services and Special Inspections with BAGG Engineers for the Point Repair Project Phase III-A Replacement and Rehabilitation of Sanitary Sewer Mains Project No. 1770.0**

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### Background

On May 14, 2025, the Board awarded the Point Repair Phase III-A Project to Casey Construction, Inc. The project requires Geotechnical Observation, Testing, and Special Inspection by a third-party.

BAGG Engineers has been providing such inspections services for the District's projects in the past. This proposal summarizes the understanding of the project and presents the proposed scope of work, budget, and assumptions for supporting implementation of on-call Geotechnical Observation, Testing, and Special Inspections services for anticipated schedule through the completion of the project.

### Analysis

The following services include the following tasks, with added descriptions in the attached proposal.

- Provide observations testing services.
- Perform laboratory tests.
- Prepare field engineers daily reports.
- Prepare a stamped and signed "Final" letter of observations and tests during construction.

### Fiscal Impact

The Capital Asset Fund for Fiscal Year 2025-2026 for Pipeline Replacement and Rehab Engineering was budgeted for \$5,000,000. The Board awarded Phase III-A Point Repair Project to Casey Construction, including contingency, for a total of \$3,914,589.15. There is a remaining balance of \$1,085,41.85 in the Phase III-A which is

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**Report to the District Board for the Regular Meeting of September 24, 2025**

sufficient to execute BAGG's contract. The total contract for field testing services for this project is \$43,900. The total appropriation is \$50,000 which includes approximately 10% contingency.

Recommendation

The District Engineer recommends the District Board of Directors authorize the General Manager to enter into an agreement with BAGG Engineers for Geotechnical Observation, Testing, and Special Inspection Services for the Point Repair Project Phase III-A Replacement and Rehabilitation of Sanitary Sewer Mains Project No. 1770.0.

Attachment:            Agreement  
                              BAGG Engineers Proposal date 9/18/2025



[www.baggengineers.com](http://www.baggengineers.com)  
 138 Charcot Avenue  
 San Jose, CA 95131  
 phone: 650.852.9133  
[info@baggengineers.com](mailto:info@baggengineers.com)

**CONTRACT FOR FIELD INSPECTION AND TESTING SERVICES**

JOB NUMBER WESTB-25-01 DATE September 18, 2025

JOB NAME West Bay Sanitary Sewer - Point Repair Project Phase 3A

JOB LOCATION Various Location, Menlo Park & Atherton, CA

NAME AND ADDRESS OF CLIENT

NAME AND ADDRESS OF TESTING AGENCY

West Bay Sanitary District

BAGG Engineers

500 Laurel Street

138 Charcot Avenue

Menlo Park, CA 94025

San Jose, CA 95131

Fariborz Heydari, P.E.

Brandon Sciortino

District Engineer

Field Supervisor

PRINTED NAME OF AUTHORIZER

X

X

SIGNATURE OF AUTHORIZER

SIGNATURE OF ACCEPTER

PHONE (650) 321-0384

PHONE (650) 222-7399

EMAIL [fheydari@westbaysanitary.org](mailto:fheydari@westbaysanitary.org)

EMAIL [brandon@baggengineers.com](mailto:brandon@baggengineers.com)

Description of Services: BAGG Engineers (Bay Area Geotechnical Group); an Approved Agency as defined in Section 1702 of the 2019 California Building Code, engaged in conducting tests or furnishing inspection services as defined in Section: 1704.2, will provide the special inspections as required by the City of Menlo Park in accordance with Section(s):

1705.6 Soils: Engineered fill - existing, fill placement, and load bearing

**Contract for Testing Services (Prevailing Wage Rates / PW3-DT)**

**FEE ESTIMATE (4-hour minimum charge for on-site inspections)**

<u>60</u>	Field Density Testing Site Visits of up to half-day duration (per visit) @ \$150 / hr.	\$600	\$36,000
<u>15</u>	Project Management / Supervisory time (per hour)	\$220	\$3,300
<u>60</u>	trips @ <u>40</u> Miles per visit (per mile)	\$1	\$2,400
<u>60</u>	Moisture/density gauge or other specialty equipment (per visit)	\$20	\$1,200
<u>2</u>	Laboratory Compaction Curves (ASTM D1557) \$400 ea. + \$100 for rock correction if required	\$500	\$1,000
ESTIMATED TOTAL FEE (Actual fee based on a time and materials basis.)			<b>\$43,900</b>

**TERMS & CONDITIONS**

CUSTOMER is requested to sign and return this contract to BAGG Engineers (TESTING AGENCY) to indicate acceptance. In the event this contract is not signed, requesting the indicated inspections and/or tests will be considered full acceptance of this contract and its TERMS & CONDITIONS.

TESTING AGENCY is a firm that also provides professional engineering and geologic services. This is not a contract for professional engineering or geologic services. TESTING AGENCY is responsible only to perform the indicated types of tests at locations specified by CUSTOMER.

TESTING AGENCY will provide the indicated types of services for the per-visit and per-test costs shown. TESTING AGENCY'S fee will be charged by the hour, portal to portal, including travel time. The total fee for the indicated number of site visits and durations will not exceed the Estimated Total Fee.



The number of site visits indicated above are ESTIMATES only. CUSTOMER may increase or decrease the numbers of tests or site visits, in which case the (actual) total fee shall be determined by adjusting the Estimated Total Fee on the basis of the per-visit costs shown.

CUSTOMER may request additional types of tests or inspection services, in which case addition(s) to the fee shall be determined in accordance with TESTING AGENCY'S current Schedule of Charges, a copy of which shall be provided to CUSTOMER upon request.

CUSTOMER'S requests for additional tests or inspections may be presented orally or in writing; at TESTING AGENCY'S option, a written, accepted Modification to Contract may be required.

CUSTOMER'S requests for additional tests or testing may be presented orally or in writing; at TESTING AGENCY'S option, a written, accepted Modification to Contract may be required.

At no cost to CUSTOMER, test results shall be e-mailed to CUSTOMER at its address above in the form of Daily Reports, with attachments as necessary.

CUSTOMER agrees to limit TESTING AGENCY'S liability for this work to TESTING AGENCY'S total fee, and CUSTOMER agrees to defend and hold harmless TESTING AGENCY against all injuries, damages, claims, losses, expenses, and claim expenses (including attorney's fees) arising out of this contract, other than liabilities due to TESTING AGENCY'S sole negligence.

In the absence of specific arrangements to the contrary, TESTING AGENCY will send monthly invoices to CUSTOMER. They are due and payable when billed. If not paid within one month, invoices are overdue and are subject to a service charge of 1.5 percent per month from the billing dates.

This Proposal will be honored for a period of three months.

▶phone: 650.852.9133 ▶fax: 650.852.9138 ▶info@baggengineers.com

138 Charcot Avenue, San Jose, California 95131

9/25

**AGREEMENT FOR ON-CALL  
GEOTECHNICAL OBSERVATION TESTING  
AND SPECIAL INSPECTION SERVICES  
BETWEEN WEST BAY SANITARY DISTRICT  
AND BAGG ENGINEERS**

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THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this 24<sup>th</sup> day of September, 2025, by and between West Bay Sanitary District, hereinafter referred to as “District”, and BAGG Engineers, hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires to procure certain inspections services as more particularly described in “WEST BAY SANITARY DISTRICT POINT REPAIR PROJECT PHASE III-A REPLACEMENT AND REHABILITATION OF SANITARY SEWER PROJECT NO. 1770.0 SCOPE FOR GEOTECHNICAL OBSERVATION, TESTING, AND SPECIAL INSPECTION SERVICES BAGG ENGINEERS” (“Scope of Work”) attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as “Proposal”); and

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

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

I. DESCRIPTION OF PROJECT

Consultant will provide geotechnical observation, testing, and special inspection services for the West Bay Sanitary District Point Repair Project Phase III-A Replacement and Rehabilitation of Sanitary Sewer Mains Project No. 1770.0 in the City of Menlo Park, Town of Atherton, and San Mateo County.

II. SCOPE OF SERVICES

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

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

II. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either December 31, 2026 or the timely completion of the Scope of Work described in the Proposal, whichever is later.

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

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date of December 31, 2026 in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

### III. COMPENSATION

For actual services performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$43,900.00 as specified in the Proposal, shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the Proposal.

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

### IV. RESPONSIBILITY OF CONSULTANT

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

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

## V. INDEMNIFICATION

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

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

## VI. INSURANCE

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

### Certificate Requirements:

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

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

### Required Coverage:

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

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

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

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

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

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

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

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

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

I. Any excess/liability policies must provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must follow the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

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

## VII. TERMINATION

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

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

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

## VIII. SUBCONTRACTS

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

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

## IX. OTHER TERMS

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

5. California Public Records Act. District is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Consultant’s proprietary information is contained in documents or information submitted to District, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information “Confidential and Proprietary,” and identify the specific lines containing the information. In the event of a request for such information, District will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in San Mateo County before the District is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the District is required to respond to the CPRA request, District may disclose the requested information without any liability to Consultant. Consultant further agrees that it shall defend, indemnify and hold District harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney’s fees) that may result from denial by District of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.
6. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant’s employees, agents, subcontractors or others under Consultant’s supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the District for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the District, its officials, officers, employees, and agents against any claim or liability, including attorneys’ fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant’s supervision or control was misclassified.
7. Consultant Not an Agent. Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
8. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
9. Subcontractors. Consultant shall obtain prior approval of the District prior to subcontracting of any work pursuant to this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the District, its directors, officers, employees, and agents as additional insureds. Any modification to the insurance requirements for

subcontractors must be agreed to by the District in writing.

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

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

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

Any failure of Consultant and/or its sub consultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the District’s performance of this Agreement at the District’s sole and absolute option, and shall be at the sole risk of Consultant. Consultant on behalf of itself, any sub consultant, agree to indemnify, defend and hold harmless the District and its directors, officers, and employees from and against any and all claims, liabilities, losses, costs, expenses, attorney’s fees, damages, expenses, fines, financial

consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any sub consultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

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

proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

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

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

15. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
16. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the Parties to this Agreement.
17. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the San Mateo County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the District.
18. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.
19. Amendments. This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement,

which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the District and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the District's authorized representative.

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

**To District:**

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

**To CONSULTANT:**

BAGG Engineers  
Brandon Sciortino  
138 Charcot Avenue  
San Jose, CA 95131  
[brandon@baggengineers.com](mailto:brandon@baggengineers.com)  
(650) 852-9133  
(650) 222-7399 Cell

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

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

## 26. ACKNOWLEDGMENT

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

comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

WEST BAY SANITARY DISTRICT

BAGG ENGINEERS

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

By: \_\_\_\_\_  
Brandon Sciortino

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

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

APPROVED AS TO FORM

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

**EXHIBIT  
“A”  
SCOPE  
OF  
WORK**



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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 9**

**To: Board of Directors**

**From: Sergio Ramirez, General Manager**

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

A discussion will be held on the Sharon Heights Recycled Water Facility and other events related to the recycled water plant. The Board will have the opportunity to provide direction to staff and legal counsel.

**Recycled Water Facility Production Data:**

<b>2025</b>	<b>Processed</b>	<b>Delivered</b>
January	5.3MG	663K gallons
February	5MG	532K
March	7.2MG	2.4MG
April	9.1MG	5.8MG
May	8.6MG	8.1MG
June	9.6MG	9MG
July	10.3MG	8.8MG
August	10MG	8.4MG

<b>2024</b>	<b>Processed</b>	<b>Delivered</b>
January	5.8MG	175K gallons
February	5.6MG	464K
March	6.5MG	1.5MG
April	8.1MG	4.4MG
May	10.6MG	9.3MG
June	10.7MG	9.9MG
July	11.3MG	9.9MG
August	10.7MG	9.3MG
September	7.8MG	7MG
October	8.8MG	5.4MG
November	4.6MG	530K
December	5.3MG	82K

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

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

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

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

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

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

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 10**

**To:            *Board of Directors***

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

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

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

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

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 11**

**To:***Board of Directors*

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

**Subject:***Report, Discussion, and Direction on RethinkWaste (SBWMA)*

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The District's representative to RethinkWaste (SBWMA) President Fran Dehn, will report on any pertinent items regarding RethinkWaste (SBWMA) business.

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**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 12**

**To: Board of Directors**

**From: Sergio Ramirez, General Manager**

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

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

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**Report to the District Board for the Regular Meeting of September 24, 2025**

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