

**REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY**

**Wednesday, August 21, 2019 6:00 p.m.**

**Pleasanton City Council Chambers  
200 Old Bernal Avenue  
Pleasanton, California**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Order of Agenda/Acknowledgement of Posting**  
(The agenda may be re-ordered by motion of the Board. The agenda has been posted virtually on the Agency's website and physically in the display case outside the DSRSD Building, Pleasanton City Hall and Livermore City Hall at least 72 hours prior to a regular meeting and 24 hours prior to a special meeting.)
- 5. Public Comment**  
(Persons wishing to address the Board on any Consent item or on Agency business not listed on the Agenda may do so at this time. No action may be taken on items not listed on the agenda. Any item raised by a member of the public which is not on the agenda and may require Board action shall be automatically referred to staff for investigation and disposition which may include placing on a future agenda. Persons wishing to address the Board on any agenda item may do so once the item is called. After being recognized by the Board Chair, please approach the podium and begin by providing your name and address for the record (optional). There is a time limitation of three minutes per person. Non-English speakers using a translator will have a time limit of six minutes. Written materials must be submitted by 3:00 P.M. on the meeting day.)
- 6. Consent Calendar**  
(All items on the Consent Calendar will be considered together by one or more action(s) of the Board unless a Board member pulls an item.)
  - 6.a. Board Meeting Minutes of May15, 2019**  
(The Board will consider approving the minutes from the May 15, 2019 Board meeting.)
- 7. Financial Reporting for the Fiscal Year Ending June 30, 2019**  
(The Board will review the Financial Reports for the Fiscal Year ending June 30, 2019.)
- 8. LAVWMA Quarterly Report of Operations, 4th Quarter, FY2018-2019**  
(The Board will review the Quarterly Report of Operations, 4th Quarter, FY2019-2020.)
- 9. Request for Proposal for Risk Analysis of the Pump Station and Failure Analysis of the Forcemain System**  
(The Board will consider authorizing the General Manager to issue a Request for Proposal to conduct a risk analysis of the pump station electrical system, system storage capabilities, and a

**Action  
Pages 3 – 5**

**Information  
Pages 6 – 12**

**Information  
Pages 13 – 36**

**Action  
Pages 37– 71**

failure analysis of the forcemain system. The Board would also consider authorizing the General Manager to; (a) form a selection committee to evaluate the proposals and (b) award a Professional Services Agreement with the selected Proposer, if any, in an amount not to exceed \$225,000.)

- Action**            **10.     Request for Proposal for Engineering Services for the Motor Control Center Replacement Project**  
**Pages 72– 100**     (The Board will consider authorizing the General Manager to issue a Request for Proposal to design the Motor Control Center Replacement Project. The Board would also consider authorizing the General Manager to; (a) form a selection committee to evaluate the proposals and (b) award a Professional Services Agreement with the selected Proposer, if any, in an amount not to exceed \$250,000.)
- Action**            **11.     Approval of an Extension of the East Bay Dischargers Authority / Livermore-Amador Valley Water Management Agency Master Agreement for a Period not to Exceed One Year**  
**Pages 101– 127**     (The Board will consider authorizing the Chair, General Manager and General Counsel to negotiate the terms and execute an extension to the Master Agreement with East Bay Dischargers Authority for a period not to exceed one year.)
- Information**     **12.     Update and Response to Various Legal and Legislative Issues**  
**Pages 128 – 144**     (The Board will receive a report regarding proposed legislation and legal developments affecting LAVWMA and its member agencies.)
- Information**     **13.     General Manager’s Report**  
**Pages 145 – 148**     (The Board will review the General Manager’s Report regarding the operations and maintenance of the Agency and its facilities.)
- Information**     **14.     Matters From/For Board Members**  
                         (Board members may make brief announcements or reports on his or her own activities, pose questions for clarification, and/or request that items be placed on a future agenda. Except as authorized by law, no other discussion or action may be taken.)
- 15.     Next Regular Board Meeting, Wednesday, November 20, 2019, 6:00 p.m.**
- 16.     Adjournment**

**DISABILITY ACCOMMODATION:** Livermore-Amador Valley Water Management Agency will provide special assistance for disabled citizens upon at least 72 hours advance notice to the General Manager’s office (925-875-2202). If you need sign language assistance or written material printed in a larger font or taped, please notify the General Manager’s office as soon as possible. All meeting rooms are accessible to the disabled.

**AGENDA REPORTS AND DOCUMENTS:** Copies of all staff reports and documents subject to disclosure that relate to each item of business referred to on the agenda are available for public inspection ordinarily by the Friday before each regularly scheduled Board meeting, and/or at the same time the documents are provided to all, or a majority of all, of the Board, at Dublin San Ramon Services District, located at 7035 Commerce Circle, Pleasanton, CA, at the reception desk, and may also be made available online at [http://www.lavwma.com/agency\\_meetings.php](http://www.lavwma.com/agency_meetings.php). A fee may be charged for copies.

C:\Users\chuck\Documents\Weir Technical Services\LAVWMA\Agenda Packets\2019\2019-08\2019-08-21\_LAVWMA\_Agenda.docx

**LAVWMA**  
**Livermore-Amador Valley Water Management Agency**  
**DRAFT Minutes**  
**Special Meeting of Board of Directors**  
**Wednesday, May 15, 2019**  
**Pleasanton City Council Chambers**  
**200 Old Bernal Avenue, Pleasanton, California**  
**4:30 p.m.**

**1. Call to Order**

Chair Maddi Misheloff called the meeting to order at 4:33 p.m.

**2. Pledge of Allegiance**

**3. Roll Call**

Board Members Present: Chair Misheloff, Directors, Ann Marie Johnson, John Marchand, Vice Chair Jerry Pentin, Julie Testa, and Bob Woerner

Board Members Absent: None

Staff Present: General Counsel Alexandra Barnhill, General Manager Chuck Weir, DSRSD Financial Services Supervisor Herman Chen, Administrative Assistant and Recording Secretary, Sue Montague

Staff Absent: None

Others Present: Jeff Carson, DSRSD; Yanming Zhang, City of Livermore

**4. Order of Agenda**

There were no changes to the order of the agenda.

**5. Comments from the Public**

There were no comments from the public.

**6. Consent Calendar**

- a. Minutes of February 20, 2019 LAVWMA Board Meeting

**Vice Chair Pentin motioned, seconded by Director Marchand to approve Consent Calendar Item No. 6.a.**

The Motion passed unanimously (6-0).

**7. Annual Board Rotation**

Mr. Weir explained that if the current rotation was followed that the next Chair would be from Pleasanton and the next Vice Chair would be from Livermore. The new terms will commence July 1, 2019.

**Director Marchand nominated Vice Chair Pentin for Chair and Director Woerner for Vice Chair, seconded by Director Johnson.**

Vice Chair Pentin was unanimously elected as Chair and Director Woerner was unanimously elected as Vice Chair for the period July 1, 2019 - June 30, 2020 (6-0).

#### **8. Financial Reporting for the Fiscal Year June 30, 2019**

DSRSD Financial Services Supervisor Chen provided a summary of the financial statements for the period ending June 30, 2019. He stated that they are working on making modifications to the statements and that they would be meeting with Mr. Weir next week. Mr. Chen highlighted some of the changes that have been made so far. He also noted that the expenses for January – March 2019 have not yet been incorporated into the Budget vs. Actual statement. He explained that this was due to numerous staffing changes and the flooding of the office. He also reported that they would be looking at investments options in addition to LAIF pursuant to the Investment Policy. Lastly, he indicated that there were forms available for the Directors to have their meeting compensation checks deposited electronically. This was an information item requiring no action by the Board.

#### **9. LAVWMA Quarterly Reports of Operations, 3rd Quarter, FY2019-2020**

The Board reviewed the Report. Mr. Weir and Mr. Carson responded to questions from the Board. The Board was curious about the limits for the Bacteriological results. Mr. Carson agreed that the limits could be added to the report so the Board would have a basis of comparison of the data. The Board also asked about the Aggressiveness Index which is similar to the Langelier Index as a measure of the corrosivity of water.

#### **10. Proposed Operating and Capital Budget for Fiscal Year 2019/20**

Mr. Weir provided a summary of the Budget and provided detail on the expenses for EBDA. He stated that he would add detail to future budget presentations. The SAG has begun internal discussions regarding the renewal of the agreement with EBDA which expires on January 1, 2020. He agreed to prepare a memo for the Board summarizing all the costs for EBDA as well as key agreement issues. The Board noted that the total revenue requirements are 27.25% less than last year. Mr. Weir stated that was due to the payoff of the EBDA debt last year. He also discussed PG&E estimated costs, the capital project list, and the reserve fund.

**Director Marchand motioned, seconded by Director Pentin to approve the Operating and Capital Budget for Fiscal Year 2019/20.**

The motion passed unanimously (6-0).

#### **11. Update and Response to Various Legal and Legislative Issues**

The General Manager and General Counsel updated the Board on legislation of interest. Items of interest included SB332, AB1672, and SB13, which are related to ocean discharge prohibition, flushable wipes, and accessory dwelling units, respectively. The Board noted that there is an effort in the Legislature to remove mitigation fees in an effort to make housing more affordable, which will just pass the costs on to taxpayers. The Board also discussed water recycling bills and those focused on microfibers and microplastics.

#### **12. General Manager's Report**

Mr. Weir referred to the list of activities in his report. He provided a brief summary of the nutrients watershed permit and EBDA issues. He also referred to a letter from SDRMA informing us that insurance rates were rising substantially due to last year's wildfires.

**13. Matters From/For Board Members**

Director Johnson requested that agenda packets be distributed 72 hours in advance.

**14. Next Regular Board Meeting, Wednesday, August 21, 2019, 6:00 p.m.**

**15. Adjournment**

There being no further action, Chair Misheloff adjourned the meeting at 5:19 p.m.

Minutes Approved by the Board \_\_\_\_\_.

Charles V. Weir  
General Manager

C:\Users\chuck\Documents\Weir Technical Services\LAVWMA\Agenda Packets\2019\2019-05\2019-05-15\_LAVWMA\_Board\_Mtng\_Minutes.docx

Page 1

Agenda Explanation  
Livermore-Amador Valley  
Water Management Agency  
Board of Directors  
August 21, 2019

**ITEM NO. 7 FINANCIAL REPORTING FOR THE FISCAL YEAR ENDING JUNE 30, 2019**

**Action Requested**

None at this time. This is an information item only.

To: LAVWMA Board of Directors

From: Carol Atwood, LAVWMA Treasurer

Subject: Financial Reporting for FYE 2019

---

**Summary**

Attached are the financial statements for the period July 1, 2018 through March 31, 2019.

**Attachments**

**Schedule of Sub Fund Account Balance Sheets**– Shows the assets and liabilities of LAVWMA in each of its funds.

**Schedule of Sub Fund Account Activity** – Shows the income and expense transactions for LAVWMA in each fund. Most of LAVWMAs activity will be in the Operations & Maintenance fund.

**O&M Fund Budget vs. Actual** – Shows the status of the budget to actual expenses for the O&M Fund for the period July 1, 2018 through March 31, 2019.

**Investment Report** – A report showing how LAVWMA’s available cash is invested.

**GM Approved Invoice Listing** – All general LAVWMA invoices are approved by the LAVWMA GM and Treasurer prior to payment by DSRSD. Those invoices are summarized and are billed to LAVWMA on a monthly basis via the DSRSD bill to LAVWMA. This listing is supplemental information requested by the LAVWMA General Manager to show the vendor, description and amount of each invoice in more detail.

---

**Refunding Options for the 2011 Sewer Revenue Bonds**

Approximately two months ago, LAWVMA was contacted by a representative from the California Special Districts Association (CSDA) Finance Corporation regarding the possibility of refinancing the 2011 Sewer Revenue Bonds. Brandis Tallman, working for CSDA, provided a

Agenda Explanation  
Livermore-Amador Valley  
Water Management Agency  
Board of Directors  
August 21, 2019

proposal for advance refunding of our debt using a private placement option commonly referred to as a "Cinderella" offering. This option issues taxable bonds until the scheduled bond call date and then converts to a non-taxable structure once the bonds can be legally refinanced. Savings under this structure were estimated at \$2.6 - \$3.9 million through 2031. DSRSD staff reviewed the proposal and believed that greater savings could be realized if the debt were refinanced at the normal time in 2021.

DSRSD asked its municipal advisor, Fieldman Rolapp & Associates, to review the CSDA proposal. Their advice was to wait for two years based on their evaluation of future interest rates, the private placement rate that had been offered to LAVWMA, and the requirements of a Cinderella offering over a competitive open market refunding. The result of their analysis projected that LAVWMA would likely save \$11.5 million by waiting to refinance in August 2021. Fieldman, Rolapp & Associates will continue to monitor on a quarterly basis and the DSRSD Finance Division has added this project to their 2021 work program.

**Recommendation**

None at this time. This is an information item only.

LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY  
 SCHEDULE OF SUB FUND ACCOUNT BALANCE SHEETS  
 July 2018 through June 2019

	Maintenance & Operation	EBDA Capacity	2011 Debt Service	Repair and Replacement Reserve			Total
				Joint-use Replacement	Dual-use Replacement	Sole-use Replacement	
<b>ASSETS</b>							
Cash and equivalents	\$ 112,702	\$ -	\$ 21,947	\$ 356,165	\$ 12,129	\$ 9,190	\$ 512,133
Investments	448,356	-	13,751	15,275,990	419,594	1,570,862	17,728,552
Investments (LAIF FMV Adj)	12,156	-	(347)	364,900	10,054	36,817	423,578
Interest receivable	3,485	-	217	97,090	2,681	9,814	113,287
Advances to members	28,000	-	-	317,178	-	-	345,178
Capital Assets, net of accumulated depreciation	-	3,333,335	-	102,887,662	60,480	3,845,854	110,127,332
Total assets	604,699	3,333,335	35,567	119,298,985	504,937	5,472,537	129,250,061
<b>LIABILITIES</b>							
Accounts payable	373,790			12,240			386,030
Interest payable	-		1,517,698				1,517,698
Long-term debt							
Bond issuance premium, net of amortization			5,089,677				5,089,677
Due within one year			4,475,000				4,475,000
Due in more than one year	-	-	74,065,000	-	-	-	74,065,000
Total liabilities	373,790	-	85,147,375	12,240	-	-	85,533,405
<b>NET ASSETS</b>							
Invested in capital assets, net of related debt			(79,154,677)	102,887,662	60,480	3,845,854	27,639,320
Unrestricted net assets	230,910	3,333,335	(5,957,130)	16,399,082	444,458	1,626,682	16,077,336
Total net assets	\$ 230,910	\$ 3,333,335	\$ (85,111,807)	\$ 119,286,744	\$ 504,938	\$ 5,472,536	\$ 43,716,656



LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY  
SCHEDULE OF SUB FUND ACCOUNT ACTIVITY  
July 2018 through June 2019

	Maintenance & Operation	EBDA Capacity	2011 Debt Service	Repair and Replacement Reserve			Total
				Joint-use Replacement	Dual-use Replacement	Sole-use Replacement	
<b><u>OPERATING REVENUES</u></b>							
Service charges - DSRSD	\$ 875,485	\$ 2,147,893	\$ 3,113,185	\$ 139,800	\$ -	\$ -	\$ 6,276,363
Service charges - City of Pleasanton	1,063,285	1,537,942	2,663,259	139,800	-	-	5,404,286
Service charges - City of Livermore	947,630	818,974	2,227,406	120,400	-	-	4,114,410
Total operating revenues	2,886,400	4,504,809	8,003,850	400,000	-	-	15,795,059
<b><u>OPERATING EXPENSES</u></b>							
Power	1,362,311						1,362,311
LAVWMA share of EBDA O&M - Fixed	442,700						442,700
LAVWMA share of EBDA O&M - Variable	143,638						143,638
Operations agreement	979,697						979,697
Professional services	201,869						201,869
Livermore sole use O&M	48,137						48,137
Insurance	89,011						89,011
Repairs and Maintenance	-			74,186			74,186
Miscellaneous	2,932	-	41	4,347	119	437	7,875
Total operating expenses	3,270,293	-	41	78,533	119	437	3,349,423
Capital outlay				-			-
Total operating expenses and capital outlay	3,270,293	-	41	78,533	119	437	3,349,423
Operating income (loss)	(383,893)	4,504,809	8,003,809	321,467	(119)	(437)	12,445,636
<b><u>NON-OPERATING REVENUES (EXPENSES)</u></b>							
Amortization/Depreciation	-	(303,030)		(2,808,563)	(7,560)	(261,702)	(3,380,855)
Bond interest expense			(3,244,720)				(3,244,720)
Other Income			-				-
Interest income	42,854	-	4,129	745,175	20,537	75,163	887,858
Total non-operating revenues (expenses)	42,854	(303,030)	(3,240,591)	(2,063,388)	12,977	(186,539)	(5,737,717)
Changes in net assets	(341,039)	4,201,779	4,763,218	(1,741,921)	12,858	(186,976)	6,707,919
<b><u>NET ASSETS</u></b>							
Net assets, beginning of period	571,949	(868,444)	(89,875,025)	121,028,665	492,080	5,659,512	37,008,737
Prior Period adjustment							
Net assets, beginning of period restated	571,949	(868,444)	(89,875,025)	121,028,665	492,080	5,659,512	37,008,737
Net asset transfers							
Net assets, end of period	\$ 230,910	\$ 3,333,335	\$ (85,111,807)	\$ 119,286,744	\$ 504,938	\$ 5,472,536	\$ 43,716,656

## LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY

O&amp;M Fund - Budget vs Actual

July 2018 through June 2019

	FYE2019 Actual-to-Date	FYE2019 Budget-to-Date	Variance	12 Budget
<u>OPERATING REVENUES</u>				
Service charges - DSRSD	\$ 875,485	\$ 875,485	\$ -	\$ 875,485
Service charges - City of Pleasanton	1,063,285	1,063,285	-	1,063,285
Service charges - City of Livermore	947,630	947,630	-	947,630
Total operating revenues	2,886,400	2,886,400	-	2,886,400
<u>OPERATING EXPENSES</u>				
Power	1,362,311	1,100,000	262,311	1,100,000
LAVWMA share of EBDA O&M - Fixed	442,700	480,000	(37,300)	480,000
LAVWMA share of EBDA O&M - Variable	143,638	152,000	(8,362)	152,000
Operations agreement	979,697	860,200	119,497	860,200
Professional services	201,869	232,200	(30,331)	232,200
Livermore sole use O&M	48,137	25,000	23,137	25,000
Insurance	89,011	32,000	57,011	32,000
Permits	-	5,000	(5,000)	5,000
Miscellaneous	2,932	-	2,932	-
Total operating expenses	3,270,293	2,886,400	383,893	2,886,400
Capital outlay			-	
Total operating expenses and capital outlay	3,270,293	2,886,400	383,893	2,886,400
Operating income (loss)	(383,893)	-	(383,893)	-
<u>NON-OPERATING REVENUES (EXPENSES)</u>				
Amortization/Depreciation	-	-	-	-
EBDA Debt	-	(412,000)	412,000	(412,000)
Interest income	42,854		42,854	
Total non-operating revenues (expenses)	42,854	(412,000)	454,854	(412,000)
Net Income	\$ (341,039)	\$ (412,000)	\$ 70,961	\$ (412,000)

## LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY

## Treasurer's Report

## Portfolio Summary

June 30, 2019

Investments	Par Value	Market Value	Book Value	% of Portfolio	Avg. Term	Avg. Days to Maturity	YTM
LAIF- Operating	\$ 17,728,552	\$ 17,728,552	\$ 17,728,552	100.00	1	1	2.43%
	<b>\$ 17,728,552</b>	<b>\$ 17,728,552</b>	<b>\$ 17,728,552</b>	<b>100.00</b>	<b>1</b>	<b>1</b>	<b>2.43%</b>

Average Daily Balance

\$ 17,728,552

Effective Rate of Return

2.43%

I certify that this report reflects all Government Agency pooled investments and is in conformity with the investment policy of Livermore-Amador Valley Water Management Agency.

The investment program herein shown provides sufficient cash flow liquidity to meet the next six month's expenses.

Original signed by Carol Atwood

Carol Atwood, Treasurer

August 14,, 2019

Date

## Livermore-Amador Valley Water Management Agency

## General Manager Approved Invoice Listing

April - June, 2019

Invoice Date	Vendor Name	Invoice#	Description	Check#	Date Paid	Total Amount
11/21/2018	BROWN, KARLA	112118	REGULAR BOARD MTG ATTENDANCE - meeting 11/21/18	100457	5/2/2019	50.00
11/21/2018	MARCHAND, JOHN	112118	REGULAR BOARD MTG ATTENDANCE - meeting 11/21/18	100475	5/2/2019	50.00
11/21/2018	PENTIN, JERRY	112118	REGULAR BOARD MTG ATTENDANCE - meeting 11/21/18	100480	5/2/2019	50.00
11/21/2018	WOERNER, BOB	112118	REGULAR BOARD MTG ATTENDANCE - meeting 11/21/18	100498	5/2/2019	50.00
2/20/2019	MARCHAND, JOHN	022019	REGULAR BOARD MTG ATTENDANCE - meeting 2/20/19	100475	5/2/2019	50.00
2/20/2019	PENTIN, JERRY	022019	REGULAR BOARD MTG ATTENDANCE - meeting 02/20/19	100480	5/2/2019	50.00
2/20/2019	WOERNER, BOB	022019	REGULAR BOARD MTG ATTENDANCE - meeting 02/20/19	100498	5/2/2019	50.00
2/20/2019	TESTA, JULIE	022019	REGULAR BOARD MTG ATTENDANCE - meeting 02/20/19	100540	5/9/2019	50.00
3/31/2019	JARVIS, FAY & GIBSON, LLP	12940	GENERAL COUNSEL SVCS - MARCH 2019	100393	4/25/2019	325.00
4/1/2019	EAST BAY DISCHARGERS AUTHORITY	3149	O&M ASSESSMENT - APRIL 1, 2019 - 4TH QTR	100247	4/11/2019	168,644.93
4/5/2019	BARRETT BUSINESS SERVICES INC.	3109432	S. MONTAGUE: W/E 03/31/19	100429	4/25/2019	1,014.00
4/11/2019	WEIR TECHNICAL SERVICES	LAVWMA_0 3-19	MANAGEMENT SERVICES - MARCH 2019	100455	5/2/2019	7,372.98
4/19/2019	BARRETT BUSINESS SERVICES INC.	3111015	S. MONTAGUE: W/E 04/14/19	100551	5/9/2019	507.00
4/26/2019	BARRETT BUSINESS SERVICES INC.	3111552	S. MONTAGUE: W/E 04/21/19	100566	5/16/2019	390.00
4/30/2019	JARVIS, FAY & GIBSON, LLP	13027	GENERAL COUNSEL SVCS - APRIL 2019	100661	5/23/2019	140.00
5/1/2019	WEIR TECHNICAL SERVICES	LAVWMA_0 4-19	MANAGEMENT SERVICES - APRIL 2019	100709	5/23/2019	6,275.67
5/3/2019	BARRETT BUSINESS SERVICES INC.	3112399	S. MONTAGUE: W/E 04/28/19	100691	5/23/2019	390.00
5/10/2019	BARRETT BUSINESS SERVICES INC.	3113022	S. MONTAGUE: W/E 05/05/19	100762	5/30/2019	429.00
5/15/2019	WOERNER, BOB	051519	REGULAR BOARD MTG ATTENDANCE - meeting 05/15/19	101084	6/27/2019	50.00
5/15/2019	MARCHAND, JOHN	051519	REGULAR BOARD MTG ATTENDANCE - meeting 05/15/19	101102	6/27/2019	50.00
5/15/2019	PENTIN, JERRY	051519	REGULAR BOARD MTG ATTENDANCE - meeting 05/15/19	101072	6/27/2019	50.00
5/15/2019	TESTA, JULIE	051519	REGULAR BOARD MTG ATTENDANCE - meeting 05/15/19	101075	6/27/2019	50.00
5/16/2019	SDRMA	66538	MEMBER #7119 PROPERTY/LIABILITY PROGRAM 2019-20	101074	6/27/2019	39,010.57
5/17/2019	BARRETT BUSINESS SERVICES INC.	3113783	S. MONTAGUE: W/E 05/12/19	100859	6/6/2019	702.00
5/24/2019	BARRETT BUSINESS SERVICES INC.	3114482	S. MONTAGUE: W/E 05/19/19	100934	6/13/2019	1,150.50
5/31/2019	BARRETT BUSINESS SERVICES INC.	3115240	S. MONTAGUE: W/E 05/26/19	100945	6/20/2019	780.00
5/31/2019	JARVIS, FAY & GIBSON, LLP	13124	GENERAL COUNSEL SVCS - MAY 2019	100991	6/20/2019	4,060.00
5/31/2019	MAZE & ASSOCIATES	32797	LAVWMA AUDIT SVCS - JUNE 2019	100996	6/20/2019	2,542.00
6/1/2019	WEIR TECHNICAL SERVICES	LAVWMA_0 5-19	MANAGEMENT SERVICES - MAY 2019	101107	6/27/2019	12,449.97
6/7/2019	BARRETT BUSINESS SERVICES INC.	3116025	S. MONTAGUE: W/E 06/02/19	101109	7/3/2019	292.50
6/14/2019	BARRETT BUSINESS SERVICES INC.	3117134	S. MONTAGUE: W/E 06/09/19	101109	7/3/2019	234.00
6/21/2019	BARRETT BUSINESS SERVICES INC.	3117477	S. MONTAGUE: W/E 06/16/19	101173	7/11/2019	468.00
6/28/2019	BARRETT BUSINESS SERVICES INC.	3118227	S. MONTAGUE: W/E 06/23/19	101173	7/11/2019	390.00
6/30/2019	WEIR TECHNICAL SERVICES	LAVWMA_0 6-19	MANAGEMENT SERVICES - JUNE 2019	101346	7/25/2019	6,702.24
6/30/2019	JARVIS, FAY & GIBSON, LLP	13231	GENERAL COUNSEL SVCS - JUNE 2019	101385	7/25/2019	10,290.00
7/5/2019	BARRETT BUSINESS SERVICES INC.	3119157	S. MONTAGUE: W/E 06/30/19	101173	7/11/2019	468.00
						<u>\$265,628.36</u>

Page 1

Agenda Explanation  
Livermore-Amador Valley  
Water Management Agency  
Board of Directors  
August 21, 2019

**ITEM NO. 8 LAVWMA QUARTERLY REPORTS OF OPERATIONS, 4TH QUARTER, FY 2018-2019**

**Action Requested**

None at this time.

**Summary**

LAVWMA's Quarterly Report of Operations for the 4th Quarter, FY 2018-2019 is attached for the Board's review. These quarterly reports are prepared by DSRSD staff and summarize all LAVWMA operations and maintenance activity for each quarter. Jeff Carson, DSRSD Operations Manager, will be available to answer any questions from the Board. Please note that the report continues to be improved and now includes a Table of Contents, graphs for Quarter at a Glance, and an Executive Summary. The graphs show Flows and Pumping Efficiency, Energy Consumption, Budget Variance, and Work Order History. Per the Board's request, the Executive Summary includes a section for Items of Interest.

Total expenses are 108% of budget due to PG&E costs, labor, and professional services. PG&E costs are due to the high wet weather flows this year that lasted into May. Labor costs are associated with the additional pumping as well as projects that were undertaken this year. The projects are being checked to see if some may actually have been capital projects, in which case, they should be charged against the capital budget. Additional information will be provided after further research. Professional services are also significantly above budget and are also being investigated.

**Recommendation**

None at this time. This is an information item only.

# LAVWMA

QUARTERLY REPORT OF OPERATIONS

4th Quarter, FY 2018-2019

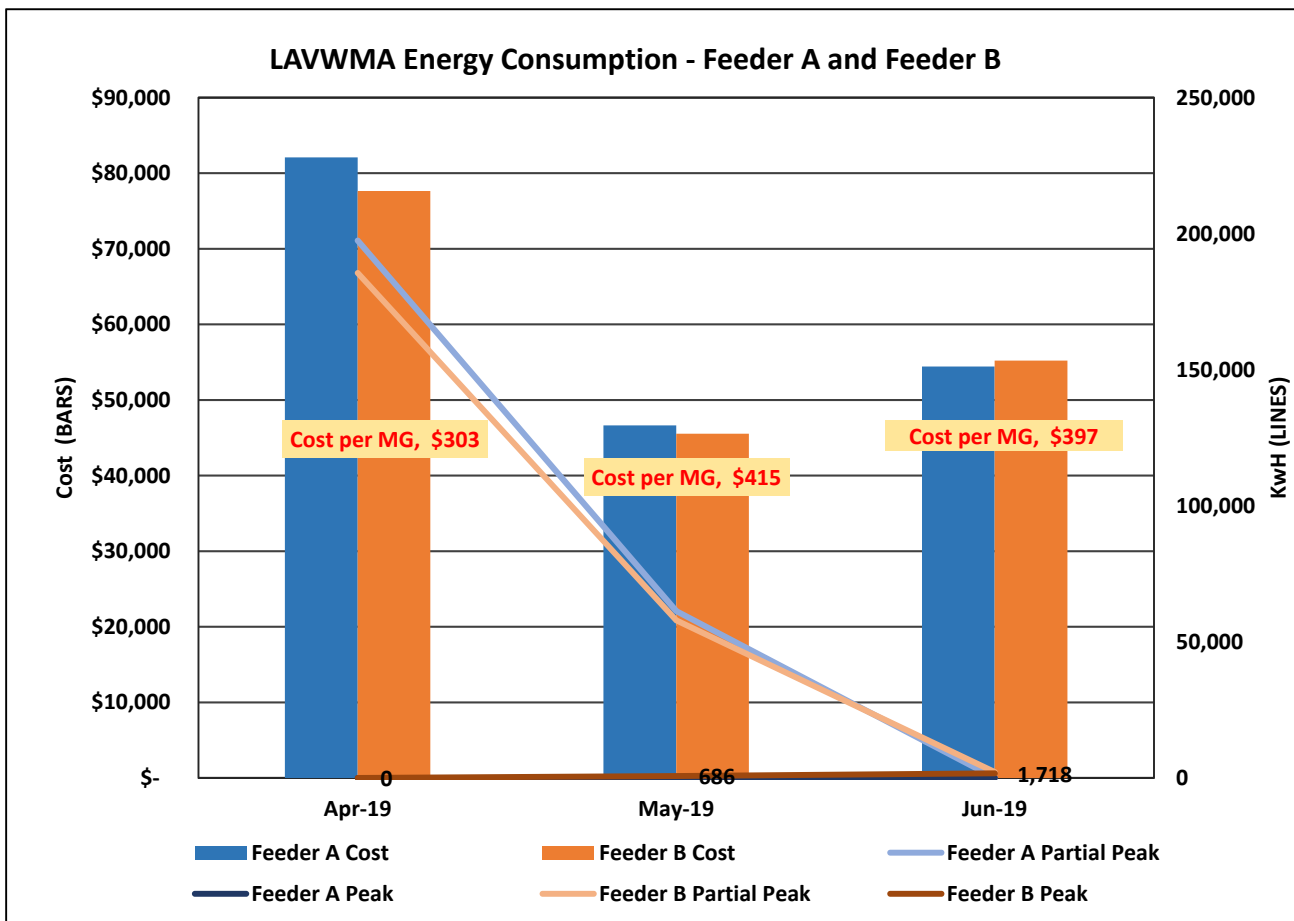
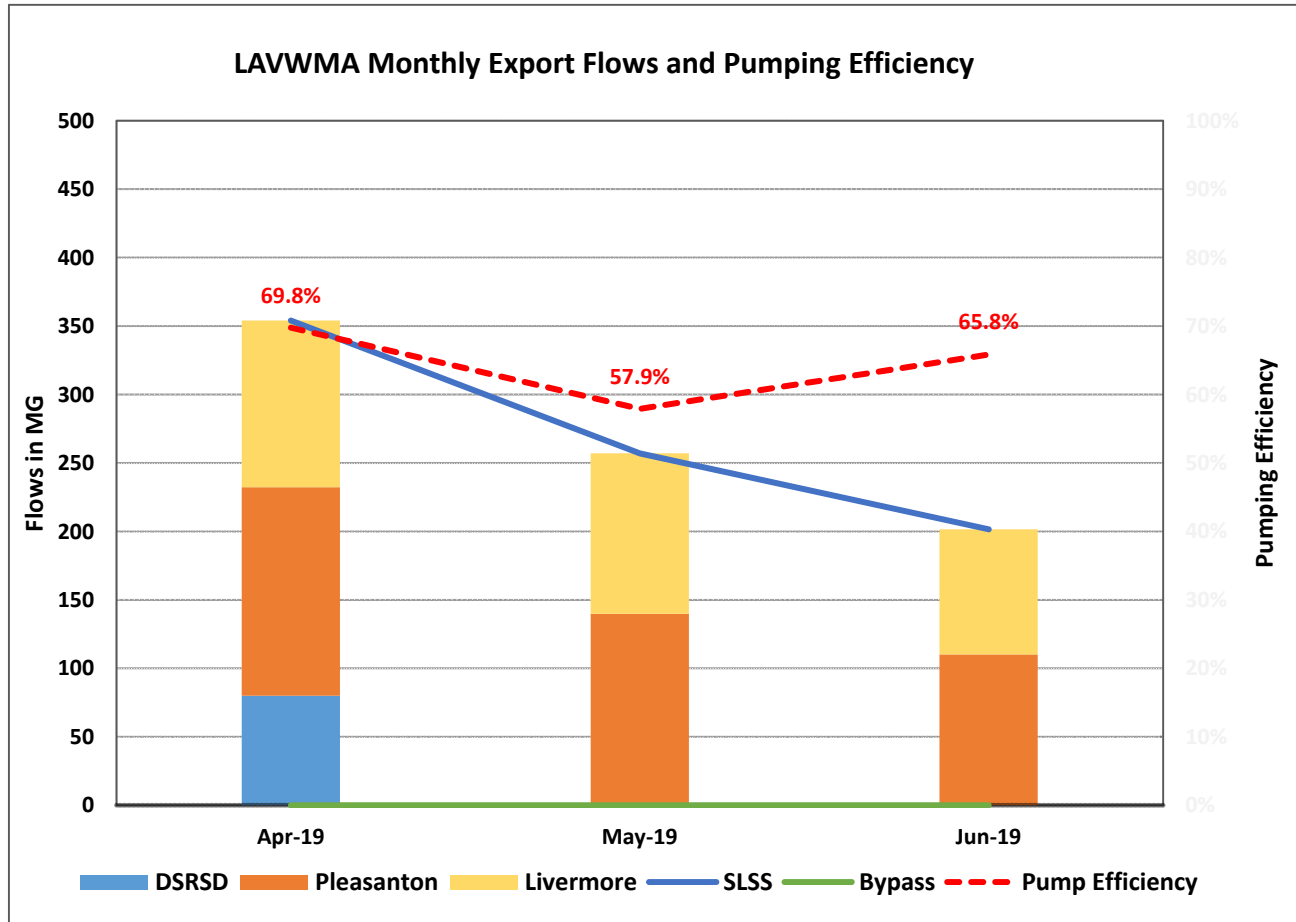


**Dublin San Ramon  
Services District**

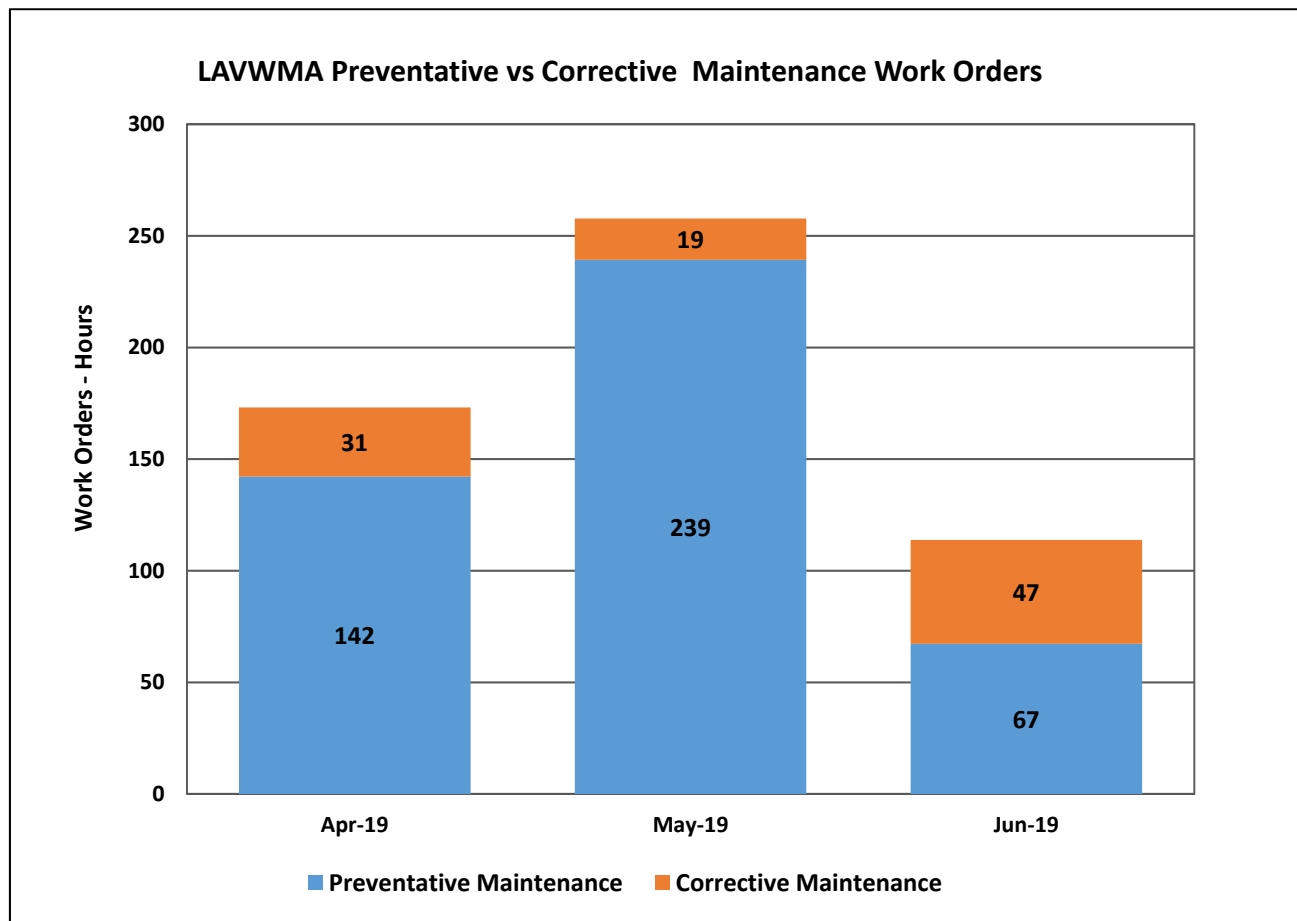
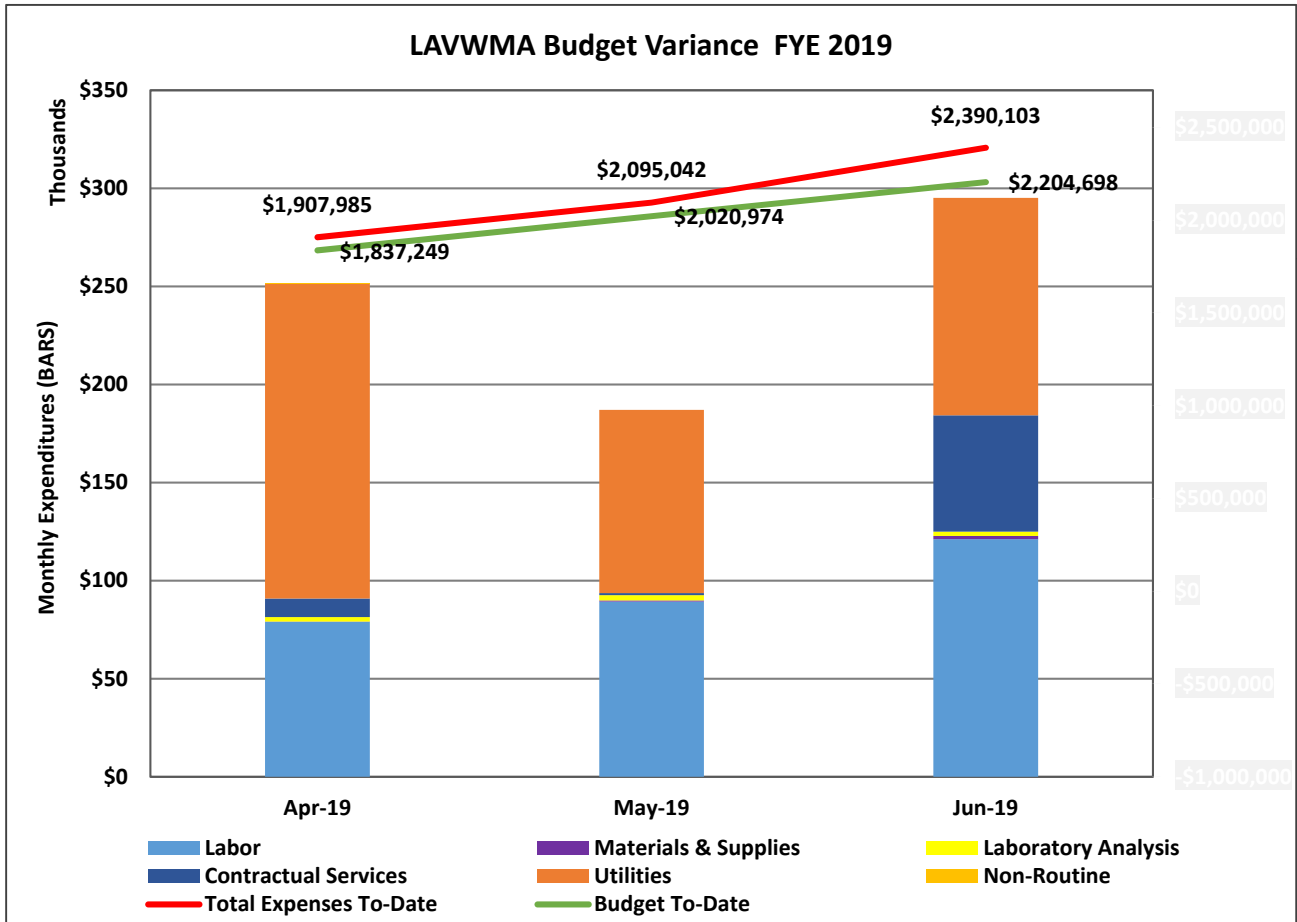
*Water, wastewater, recycled water*

**QUARTERLY REPORT OF OPERATIONS**  
**LAVWMA PUMPING AND CONVEYANCE SYSTEM**  
*4th Quarter FY 2018-2019: April to June 2019*

<b><u>TABLE OF CONTENTS</u></b>	<b><u>Page</u></b>
Quarter at a Glance.....	2 – 3
Executive Summary.....	4
<i>Tables:</i>	
1 – Electric Usage, Efficiency and Cost .....	6
2 – Pump Run Time Hours .....	7
3 – Monthly Average Storage Basin Levels and Volume .....	8
4 – Monthly Export Flow .....	9
5 – Labor Effort, Expenditures, and Budget Utilization .....	10
6 – O&M Expenditures and Budget Utilization.....	11
7 – O&M Expenditures and Budget Utilization for Livermore Sole Use Facilities .....	12
8 – Detailed YTD O&M Budget Comparison to Actual Expenses.....	13 – 14
9 – Microbiological Results .....	15
10 – EBDA Monthly Reports .....	16 – 18
11 – Langelier Saturation Index Reports (LAVWMA, DSRSD, Livermore) .....	19 – 21
12 – LAVWMA Routine and Emergency Contact Information.....	22







**QUARTERLY REPORT OF OPERATIONS**  
**LAVWMA PUMPING AND CONVEYANCE SYSTEM**  
*4th Quarter FY 2018-2019: April to June 2019*

**1. EXECUTIVE SUMMARY**

The Livermore-Amador Valley Water Management Agency (LAVWMA) pumping and effluent conveyance system operated normally during the fourth quarter of FY 2018-2019. During the quarter, a total of 813 million gallons of fully treated secondary effluent were pumped to San Francisco Bay via the East Bay Dischargers Authority (EBDA) outfall diffuser and San Leandro Sample Station (SLSS); the overall efficiency of the pumping system averaged 64.5%, with an average electrical cost of \$372 per million gallons, or \$121 per acre-foot. Year-to-date total flow is 4,267 million gallons of fully treated secondary effluent with 66.3% average overall efficiency of the pumping system at \$347 per million gallons average electrical cost or \$113 per acre foot.

Total year-to-date operations and maintenance (O&M) expenses is \$2,390,103, 108.4% of the overall O&M budget amount of \$2,204,698 and the running overall cost of operation is \$560 per million gallons pumped or \$183 per acre-foot.

**2. OPERATIONS**

Monthly reports sent to EBDA which detail daily export flows and monitoring analysis of the treated effluent during the quarter are shown on Tables 9, 10, and 11.

**3. MAINTENANCE**

During the quarter, a total of 449 hours were spent on preventative maintenance (PM) work orders and 96 hours on corrective maintenance (CM) work orders on LAVWMA equipment and systems. One of the unusual maintenance activities during the quarter was the failure of pump #2 vibration transmitter. The transmitter cannot be replaced in kind and the existing vibration monitoring equipment is no longer supported by the manufacturer. Staff has submitted a quotation and cost justification for the replacement of all legacy vibration monitoring equipment at LAVWMA with a proposal for an upgrade that will allow for vibration monitoring of both the motors currently being monitored and the pumps which are not currently being monitored. The proposed system will be capable of communicating to our SCADA system for trending purposes, as well as maintain the current level of protection for the equipment being monitored.

**4. CAPITAL OUTLAY**

The LAVWMA San Leandro Sample Station (SLSS) control system is comprised of 15-year-old hardware. On June 20, DSRSD staff and contractor Wunderlich Malec Engineering completed the project to replace the programmable logic controller (PLC) hardware with a new manufacturer to match the DSRSD standard. The new PLC was programmed with an additional effort to reverse engineer the existing control logic before it was finally

integrated with an upgraded SCADA system at the SLSS. The contractor and District staff will be working on punchlist items and other operator requested changes. New record drawings and documentation will be submitted after the last of the changes are completed.

**5. BUDGET VARIANCE AND EXPENSES**

Fourth quarter labor expenses totaled \$289,371 for 1,784 man-hours of effort, an average of 3.4 full time equivalents (FTEs). Year-to-date labor expenses totaled \$851,616 for 5,298 man-hours of effort, an average of 2.5 FTEs. Labor expenses utilized 98.5% of the budgeted labor amount.

For the quarter, the total O&M expenses including labor, supplies, laboratory analysis, contractual services, and utilities totaled \$733,774, for an average cost of \$903 per million gallons pumped or \$294 per acre-foot. The total expense for the Livermore sole use pipeline for the quarter was \$14,431 and \$30,258 year-to-date.

Operation and maintenance (O&M) expenses and budget utilization details are shown on Tables 5, 6, 7, and 8.

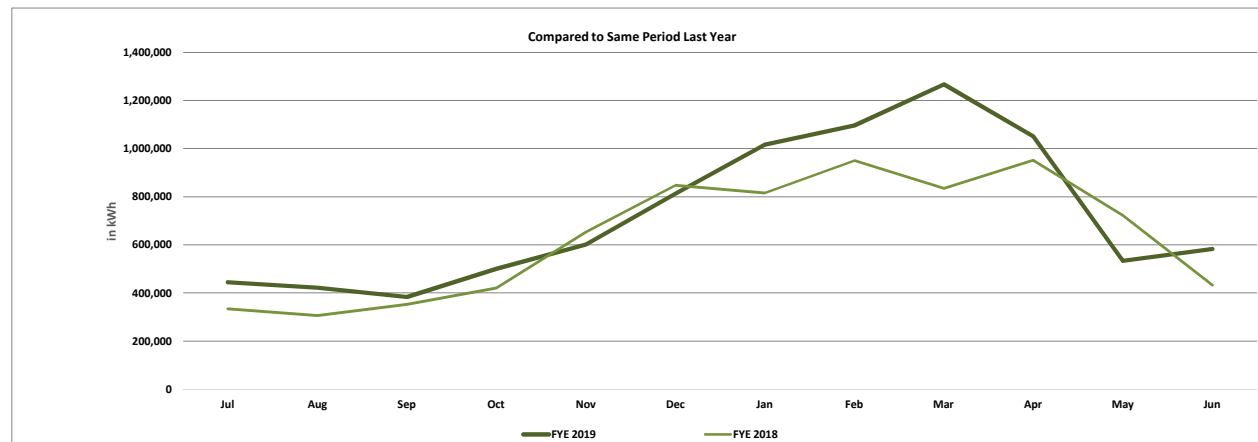
**6. ITEMS OF INTEREST**

There was no item of interest for the quarter.

**TABLE 1 - Electric Usage, Efficiency and Costs**

LAVWMA SYSTEM: Fiscal Year 2018-2019, 4th Quarter

PG&E Service Accounts: Rate Schedule E20S															Total				
Acct # 8482061923-1					Acct # 8440395259-5					Billing	Total			Export Flow <sup>1</sup>	Pumping				
Service A					Service B										Energy	Cost		Efficiency	
Month	kWh	Peak	Partial Peak	Off Peak	\$	kWh	Peak	Partial Peak	Off Peak	\$	Days	kWh	\$/kWh	\$	MG	kWh/MG	\$/MG	\$/AF	%
Jul-18	129,401	0	39,387	90,014	\$20,674	314,595	1,702	46,896	265,997	\$50,289	30	443,996	\$0.16	\$70,963	157	2,819	\$451	\$147	49.3%
Aug-18	134,678	0	41,284	93,394	\$21,238	287,141	2,120	19,805	265,216	\$47,483	32	421,819	\$0.16	\$68,722	154	2,731	\$445	\$145	50.9%
Sep-18	182,953	0	35,298	147,655	\$33,568	200,500	1,790	40,442	158,268	\$44,204	30	383,453	\$0.20	\$77,772	203	1,886	\$382	\$125	73.7%
Oct-18	285,369	1,497	57,045	226,827	\$48,178	214,531	3,696	33,738	177,097	\$38,986	32	499,900	\$0.17	\$87,164	261	1,916	\$334	\$109	72.6%
Nov-18	280,584	1,069	57,694	221,821	\$48,523	320,835	2,115	65,625	253,095	\$57,203	30	601,419	\$0.18	\$105,725	307	1,959	\$344	\$112	71.0%
Dec-18	416,465	0	149,226	267,239	\$61,305	397,086	0	129,643	267,443	\$56,842	29	813,551	\$0.15	\$118,147	406	2,004	\$291	\$95	69.4%
Jan-19	533,222	0	180,036	353,186	\$74,406	482,723	0	152,396	330,327	\$65,908	32	1,015,945	\$0.14	\$140,314	524	1,940	\$268	\$87	71.7%
Feb-19	606,098	0	221,914	384,184	\$85,048	489,622	0	181,197	308,425	\$66,257	30	1,095,720	\$0.14	\$151,305	559	1,960	\$271	\$88	70.9%
Mar-19	658,604	0	242,633	415,971	\$87,550	608,457	0	231,608	376,849	\$86,553	30	1,267,061	\$0.14	\$174,103	658	1,927	\$265	\$86	72.2%
Apr-19	551,191	0	197,461	353,730	\$82,083	500,166	0	185,560	314,606	\$77,630	32	1,051,357	\$0.15	\$159,713	528	1,993	\$303	\$99	69.8%
May-19	258,244	0	61,314	196,930	\$46,639	275,409	686	57,942	216,781	\$45,536	30	533,653	\$0.17	\$92,175	222	2,401	\$415	\$135	57.9%
Jun-19	276,428	0	0	276,428	\$54,428	306,648	1,718	2,142	302,788	\$55,195	30	583,076	\$0.19	\$109,623	276	2,112	\$397	\$129	65.8%
Quarter																			
Average	361,954				\$61,050	360,741				\$59,454	31	722,695	\$0.17	\$120,504	342	2,169	\$372	\$121	64.5%
Total	1,085,863				\$183,150	1,082,223				\$178,362	92	2,168,086		\$361,511	1,026	6,506			
Minimum	258,244				\$46,639	275,409				\$45,536	30	533,653	\$0.15	\$92,175	222	1,993	\$303	\$99	57.9%
Maximum	551,191				\$82,083	500,166				\$77,630	32	1,051,357	\$0.19	\$159,713	528	2,401	\$415	\$135	69.8%
YTD																			
Average	359,436				\$55,303	366,476				\$57,674	31	725,913	\$0.16	\$112,977	355	2,137	\$347	\$113	66.3%
Total	4,313,237				\$663,639	4,397,713				\$692,087	367	8,710,950		\$1,355,726	4,255	25,647			
Minimum	129,401				\$20,674	200,500				\$38,986	29	383,453	\$0.14	\$68,722	154	1,886	\$265	\$86	49.3%
Maximum	658,604				\$87,550	608,457				\$86,553	32	1,267,061	\$0.20	\$174,103	658	2,819	\$451	\$147	73.7%

**NOTES:**

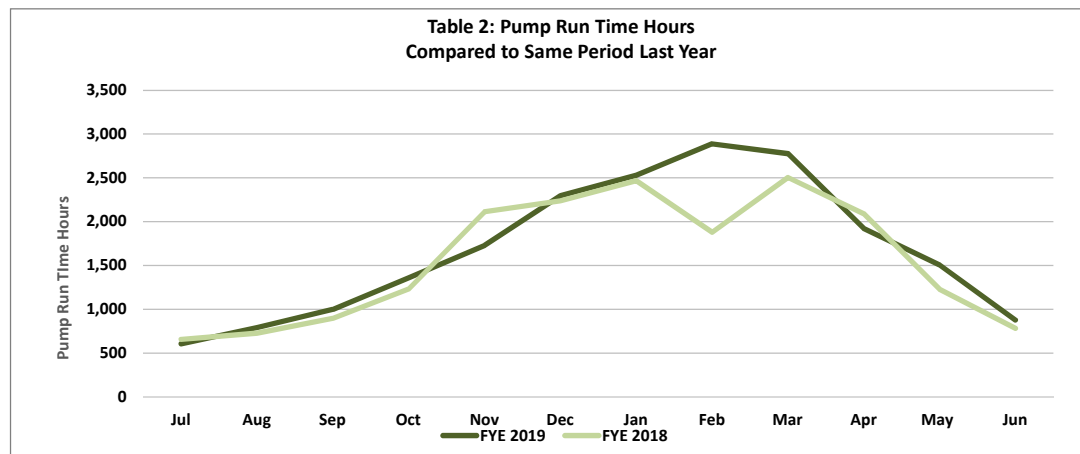
1) For this table, read dates, electric usage, and export flows are matched to PG&E billing periods: April 3/15/19 - 4/15/19; May 4/16/19 - 5/14/19; June 5/15/19 - 6/13/19 to calculate pumping efficiency.

3) Pumping efficiency is based on continuous average flows and a TDH of 442.8 feet, including static lift of 408.8 feet and piping losses of 34 feet (per Charlie Joyce, B&C, 2/12/07).

**TABLE 2 - Pump Run Time Hours**

LAVVMA SYSTEM: Fiscal Year 2018-2019, 4th Quarter

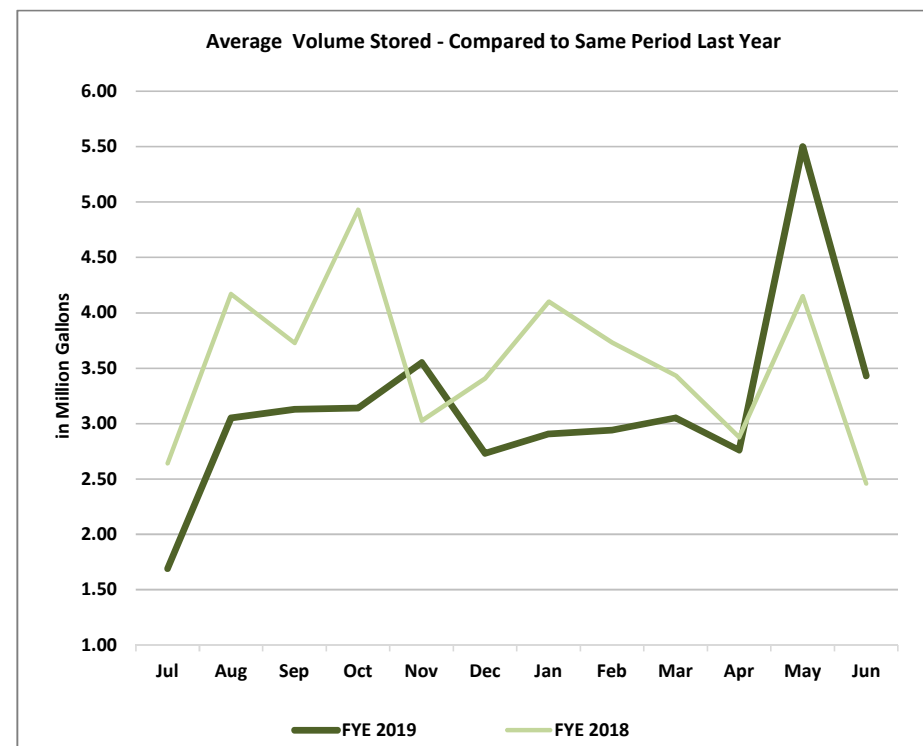
Month	Pump No. 1	Pump No. 2	Pump No. 3	Pump No. 4	Pump No. 5	Pump No. 6	Pump No. 7	Pump No. 8	Pump No. 9	Pump No. 10	TOTAL	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Pump Run Hours	Pump Utilization %
Jul-18	0	303	0	0	0	0	305	0	0	0	609	8.2%
Aug-18	0	167	0	210	0	0	164	213	9	30	793	10.7%
Sep-18	0	91	0	291	0	0	14	314	15	275	1,001	13.9%
Oct-18	134	30	10	347	72	0	19	325	161	265	1,362	18.3%
Nov-18	168	45	201	404	6	203	222	256	174	51	1,731	24.0%
Dec-18	0	506	0	435	0	403	0	479	0	474	2,298	30.9%
Jan-19	0	513	16	389	132	516	0	502	150	315	2,531	34.0%
Feb-19	87	542	1	417	220	489	19	482	218	414	2,890	43.0%
Mar-19	0	577	9	596	1	620	4	509	32	432	2,780	37.4%
<b>Apr-19</b>	<b>3</b>	<b>419</b>	<b>0</b>	<b>351</b>	<b>60</b>	<b>352</b>	<b>2</b>	<b>310</b>	<b>54</b>	<b>373</b>	<b>1,923</b>	<b>26.7%</b>
<b>May-19</b>	<b>138</b>	<b>283</b>	<b>0</b>	<b>216</b>	<b>8</b>	<b>252</b>	<b>4</b>	<b>246</b>	<b>214</b>	<b>146</b>	<b>1,506</b>	<b>20.2%</b>
<b>Jun-19</b>	<b>151</b>	<b>91</b>	<b>41</b>	<b>180</b>	<b>14</b>	<b>71</b>	<b>127</b>	<b>131</b>	<b>67</b>	<b>7</b>	<b>881</b>	<b>12.2%</b>
<b>Quarter</b>												
Average	97	264	14	249	27	225	44	229	112	175	1,437	19.7%
Total	292	793	41	747	82	675	133	687	335	526	4,311	
Minimum	3	91	0	180	8	71	2	131	54	7	881	12.2%
Maximum	151	419	41	351	60	352	127	310	214	373	1,923	26.7%
<b>YTD</b>												
Average	57	297	23	320	43	242	73	314	91	232	1,692	23.3%
Total	681	3,567	279	3,835	512	2,905	880	3,767	1,095	2,782	20,304	
Minimum	0	30	0	0	0	0	0	0	0	0	609	8.2%
Maximum	168	577	201	596	220	620	305	509	218	474	2,890	43.0%



**TABLE 3 - Monthly Average Storage Basin Levels and Volume**

LAVWMA SYSTEM: Fiscal Year 2018-2019, 4th Quarter

Month	Average Daily Volume			Average Volume Stored MG	Storage Available MG	Storage Basin Utilization %
	Basin No. 1	Basin No. 2	Basin No. 3			
	Feet	Feet	Feet			
Jul-18	1.06	0.66	1.72	1.69	18	9.4%
Aug-18	2.75	0.17	3.30	3.05	18	16.9%
Sep-18	3.49	0.15	2.67	3.13	18	17.4%
Oct-18	1.35	1.22	3.33	3.14	18	17.4%
Nov-18	3.11	0.00	3.70	3.55	18	19.7%
Dec-18	2.48	0.00	2.91	2.73	18	15.2%
Jan-19	1.93	0.00	3.64	2.91	18	16.2%
Feb-19	2.82	0.00	2.96	2.94	18	16.3%
Mar-19	2.36	1.10	2.12	3.05	18	17.0%
<b>Apr-19</b>	<b>2.86</b>	<b>0.06</b>	<b>2.60</b>	<b>2.76</b>	<b>18</b>	<b>15.3%</b>
<b>May-19</b>	<b>4.89</b>	<b>0.18</b>	<b>5.31</b>	<b>5.50</b>	<b>18</b>	<b>30.6%</b>
<b>Jun-19</b>	<b>2.87</b>	<b>0.31</b>	<b>3.72</b>	<b>3.43</b>	<b>18</b>	<b>19.1%</b>
<b>Quarter</b>						
Average	3.54	0.18	3.88	3.90		21.6%
Minimum	2.86	0.06	2.60	2.76		15.3%
Maximum	4.89	0.31	5.31	5.50		30.6%
<b>YTD</b>						
Average	2.66	0.32	3.17	3.16		17.5%
Minimum	1.06	0.00	1.72	1.69		9.4%
Maximum	4.89	1.22	5.31	5.50		30.6%

**Note:** Total available storage volume is 18 million gallons.

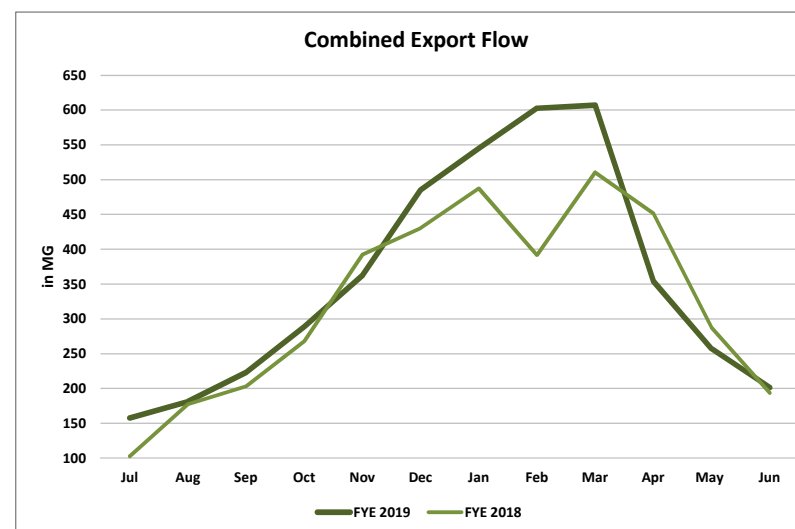
## DUBLIN SAN RAMON SERVICES DISTRICT

2018 Report of Operations

## TABLE 4 - Monthly Export Flow

LAVWMA SYSTEM: Fiscal Year 2018-2019, 4th Quarter

	Dublin San Ramon	Pleasanton	Livermore	Combined Export	
Month	Flow * MG	Flow * MG	Flow MG	Flow MG	Total for Quarter
Jul-18	0	76	82	158	
Aug-18	0	93	88	181	
Sep-18	17	114	93	223	562
Oct-18	52	126	111	289	
Nov-18	111	139	114	363	
Dec-18	180	167	138	485	1,137
Jan-19	217	185	143	545	
Feb-19	238	206	158	603	
Mar-19	247	200	160	607	1,754
<b>Apr-19</b>	<b>80</b>	<b>152</b>	<b>122</b>	<b>354</b>	
<b>May-19</b>	<b>1</b>	<b>139</b>	<b>117</b>	<b>257</b>	
<b>Jun-19</b>	<b>0</b>	<b>110</b>	<b>91</b>	<b>202</b>	<b>813</b>
<b>Quarter</b>					
Total	81	401	330	<b>813</b>	
Average	27	134	110	271	
Minimum	0	110	91	202	
Maximum	80	152	122	354	
<b>YTD</b>					
Total	1,144	1707	1416	4,267	
Average	95	142	118	356	
Minimum	0	76	82	158	
Maximum	247	206	160	607	



\* Monthly totals do not include flows diverted for recycling use by DERWA and Pleasanton.

**TABLE 5 - Labor Effort, Expenditures, and Budget Utilization**

LAVWMA SYSTEM: Fiscal Year 2018-2019, 4th Quarter

FY Labor Budget \$864,466

Month	Billed Labor Hours	FTE Equiv	Labor Invoice	YTD Labor Budget	Budget Utilization	Labor Budget Remaining	Export Flow	
							MG	AF
Jul-18	477.5	2.8	\$74,454	\$72,039	103.4%	\$790,012	158	485
Aug-18	314.5	1.8	\$49,073	\$144,078	85.7%	\$740,939	181	556
Sep-18	309.3	1.8	\$46,675	\$216,117	78.8%	\$694,264	223	685
Oct-18	493.5	2.8	\$77,822	\$288,155	86.1%	\$616,442	289	887
Nov-18	418.0	2.4	\$65,362	\$360,194	87.0%	\$551,080	363	1,114
Dec-18	478.3	2.8	\$75,258	\$432,233	89.9%	\$475,822	485	1,489
Jan-19	362.0	2.1	\$61,046	\$504,272	89.2%	\$414,776	545	1,672
Feb-19	301.5	1.7	\$50,472	\$576,311	86.8%	\$364,304	603	1,849
Mar-19	360.0	2.1	\$62,084	\$648,350	86.7%	\$302,221	607	1,863
<b>Apr-19</b>	<b>481.3</b>	<b>2.8</b>	<b>\$78,932</b>	<b>\$720,388</b>	<b>89.0%</b>	<b>\$223,289</b>	<b>354</b>	<b>1,087</b>
<b>May-19</b>	<b>544.3</b>	<b>3.1</b>	<b>\$89,328</b>	<b>\$792,427</b>	<b>92.2%</b>	<b>\$133,961</b>	<b>257</b>	<b>789</b>
<b>Jun-19</b>	<b>758.5</b>	<b>4.4</b>	<b>\$121,111</b>	<b>\$864,466</b>	<b>98.5%</b>	<b>\$12,850</b>	<b>202</b>	<b>618</b>
<b><u>QUARTER</u></b>								
Total	<b>1,784.0</b>		<b>\$289,371</b>				813	2,494
Average	594.7	<b>3.4</b>	\$96,457				271	831
Minimum	481.3	2.8	\$78,932				202	618
Maximum	758.5	4.4	\$121,111				354	1,087
<b><u>YTD</u></b>								
Total YTD	5,298.5		\$851,616		98.5%	\$12,850	4,267	13,094
Average YTD	441.5	2.5	\$70,968				356	1,091
Minimum	301.5	1.7	\$46,675				158	485
Maximum	758.5	4.4	\$121,111				607	1,863



**TABLE 6 - O&M Expenditures and Budget Utilization**

LAVVMA SYSTEM: Fiscal Year 2018-2019, 4th Quarter

Total O&M Budget: **\$2,204,698**

Month	Labor Expenses	A/P Expenses	Total O&M Expenses	YTD O&M Budget	Budget Utilization	O&M Budget Remaining	Overall O&M Cost		Export Flow	
							\$/MG	\$/AF	MG	AF
Jul-18	\$74,454	\$54,197	\$128,650	\$183,725	70.0%	\$2,076,048	\$815	\$266	158	485
Aug-18	\$49,073	\$105,718	\$154,791	\$367,450	77.1%	\$1,921,256	\$854	\$278	181	556
Sep-18	\$46,675	\$83,372	\$130,047	\$551,175	75.0%	\$1,791,209	\$583	\$190	223	685
Oct-18	\$77,822	\$96,248	\$174,071	\$734,899	80.0%	\$1,617,138	\$602	\$196	289	887
Nov-18	\$65,362	\$121,540	\$186,902	\$918,624	84.3%	\$1,430,236	\$515	\$168	363	1,114
Dec-18	\$75,258	\$143,898	\$219,156	\$1,102,349	90.1%	\$1,211,080	\$452	\$147	485	1,489
Jan-19	\$61,046	\$149,095	\$210,141	\$1,286,074	93.6%	\$1,000,939	\$386	\$126	545	1,672
Feb-19	\$50,472	\$155,144	\$205,616	\$1,469,799	95.9%	\$795,323	\$341	\$111	603	1,849
Mar-19	\$62,084	\$184,870	\$246,954	\$1,653,524	100.2%	\$548,369	\$407	\$133	607	1,863
<b>Apr-19</b>	<b>\$78,932</b>	<b>\$172,725</b>	<b>\$251,657</b>	<b>\$1,837,248</b>	<b>103.9%</b>	<b>\$296,713</b>	<b>\$711</b>	<b>\$232</b>	<b>354</b>	<b>1,087</b>
<b>May-19</b>	<b>\$89,328</b>	<b>\$97,729</b>	<b>\$187,057</b>	<b>\$2,020,973</b>	<b>103.7%</b>	<b>\$109,656</b>	<b>\$728</b>	<b>\$237</b>	<b>257</b>	<b>789</b>
<b>Jun-19</b>	<b>\$121,111</b>	<b>\$173,950</b>	<b>\$295,061</b>	<b>\$2,204,698</b>	<b>108.4%</b>	<b>-\$185,405</b>	<b>\$1,464</b>	<b>\$477</b>	<b>202</b>	<b>618</b>
<b><u>QUARTER</u></b>										
Total	\$289,371	\$444,404	<b>\$733,774</b>				<b>\$903</b>	<b>\$294</b>	813	2,494
Average	\$96,457	\$148,135	\$244,591						271	831
Minimum	\$78,932	\$97,729	\$187,057				\$711	\$232	202	618
Maximum	\$121,111	\$173,950	\$295,061				\$1,464	\$477	354	1,087
<b><u>YTD</u></b>										
Total YTD	\$851,616	\$1,538,487	<b>\$2,390,103</b>		<b>108.4%</b>	<b>-\$185,405</b>	<b>\$560</b>	<b>\$183</b>	4,267	13,094
Average YTD	\$70,968	\$128,207	\$199,175							
Minimum	\$46,675	\$54,197	\$128,650				\$341	\$111	158	485
Maximum	\$121,111	\$184,870	\$295,061				\$1,464	\$477	607	1,863

**TABLE 7 - O&M Expenditures and Budget Utilization for Livermore Sole Use Facilities**

LAVWMA SYSTEM: Fiscal Year 2018-2019, 4th Quarter

<b>Livermore Sole Use Facilities</b>			
<u>Month</u>	<u>Labor</u> <u>Expenses</u>	<u>A/P</u> <u>Expenses</u>	<u>Total</u> <u>Expenses</u>
Jul-18	\$1,485	\$185	\$1,670
Aug-18	\$6,664	\$186	\$6,850
Sep-18	\$174	\$240	\$414
Oct-18	\$875	\$171	\$1,046
Nov-18	\$1,138	-\$230	\$908
Dec-18	\$4,310	\$0	\$4,310
Jan-19	\$0	\$385	\$385
Feb-19	\$0	\$194	\$194
Mar-19	\$1,181	\$220	\$1,401
<b>Apr-19</b>	<b>\$3,949</b>	<b>\$192</b>	<b>\$4,141</b>
<b>May-19</b>	<b>\$1,878</b>	<b>\$177</b>	<b>\$2,055</b>
<b>Jun-19</b>	<b>\$8,604</b>	<b>\$263</b>	<b>\$8,867</b>
<b><u>Quarter</u></b>			
Total	<b>\$14,431</b>	<b>\$632</b>	<b>\$15,063</b>
Average	\$4,810	\$211	\$5,021
Minimum	\$1,878	\$177	\$2,055
Maximum	\$8,604	\$263	\$8,867
<b><u>YTD</u></b>			
Total	\$30,258	\$1,983	\$32,241
Average	\$2,522	\$165	\$2,687
Minimum	\$0	-\$230	\$194
Maximum	\$8,604	\$385	\$8,867

LAVWMA  
BUDGET COMPARISON TO ACTUAL EXPENSES

FY 2018-2019

Current FY Period: 12

ACTUAL EXPENSES BILLED TO LAVWMA FOR REGULAR O&M															
	Approved Budget	July	August	September	October	November	December	January	February	March	April	May	June	YTD	YTD
	FY 2018-2019	2018	2018	2018	2018	2018	2018	2019	2019	2019	2019	2019	2019	TOTAL	Budget
<b>Labor</b>															
Staff	\$864,466	\$74,454	\$49,073	\$46,675	\$77,822	\$65,362	\$75,258	\$61,046	\$50,472	\$62,084	\$78,932	\$89,328	\$121,111	\$851,617	\$864,466
Subtotal	\$864,466	\$74,454	\$49,073	\$46,675	\$77,822	\$65,362	\$75,258	\$61,046	\$50,472	\$62,084	\$78,932	\$89,328	\$121,111	\$851,617	\$864,466
<b>Materials &amp; Supplies</b>															
Operations Supplies	\$14,200	\$0	\$15	\$0	\$0	\$0	\$53	\$52	\$0	\$52	\$54	\$0	\$79	\$306	\$14,200
Mechanical Supplies	\$25,000	\$819	\$25	\$252	\$80	-\$797	\$0	\$1,165	\$0	\$0	\$126	\$273	\$1,051	\$2,994	\$25,000
Electrical Supplies	\$24,500	\$0	\$653	\$0	\$3,114	\$11,934	\$594	\$556	\$0	\$0	\$299	\$494	\$17,642	\$24,500	\$24,500
Subtotal	\$63,700	\$819	\$693	\$252	\$3,193	\$11,137	\$647	\$1,773	\$0	\$52	\$180	\$572	\$1,624	\$20,942	\$63,700
<b>Laboratory Analysis</b>															
Compliance Testing	\$18,000	\$712	\$890	\$712	\$890	\$712	\$712	\$890	\$712	\$712	\$712	\$890	\$712	\$9,256	\$18,000
Operational Support Testing	\$3,700	\$330	\$330	\$330	\$330	\$330	\$330	\$330	\$330	\$330	\$330	\$330	\$330	\$3,960	\$3,700
Special Sampling	\$5,000	\$1,156	\$1,445	\$1,156	\$1,156	\$1,445	\$1,156	\$1,445	\$1,156	\$1,908	\$1,203	\$1,445	\$1,156	\$15,827	\$5,000
Subtotal	\$26,700	\$2,198	\$2,665	\$2,198	\$2,376	\$2,487	\$2,198	\$2,665	\$2,198	\$2,950	\$2,245	\$2,665	\$2,198	\$29,043	\$26,700
<b>Contractual Services</b>															
Sub-surface Repairs	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Street Sweeping	\$5,000	\$0	\$0	\$550	\$220	\$220	\$275	\$220	\$220	\$275	\$394	\$394	\$493	\$3,261	\$5,000
Cathodic Protection	\$26,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,000
Underground Service Alert	\$1,140	\$0	\$3,782	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,782	\$1,140
SCADA/PowerXpert software support	\$10,000	\$0	\$4,376	\$0	\$0	\$0	\$5,270	\$0	\$0	\$3,413	\$6,510	\$0	\$0	\$19,569	\$10,000
Rectifier SCADA (5 yr contract)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HVAC Maintenance/Repairs	\$750	\$0	\$405	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$405	\$750
Termite/Pest Control	\$900	\$0	\$152	\$0	\$152	\$76	\$0	\$152	\$76	\$470	\$76	\$0	\$0	\$1,154	\$900
Landscape/weed maintenance	\$8,500	\$0	\$1,960	\$980	\$1,960	\$0	\$980	\$1,960	\$0	\$1,960	\$980	\$0	\$1,960	\$12,743	\$8,500
Janitorial Service	\$0	\$0	\$550	\$275	\$275	\$275	\$275	\$275	\$275	\$0	\$275	\$275	\$275	\$3,025	\$0
Fire Extinguisher Maint	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
Postage/Shipping Charges	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250
Professional Services, misc	\$10,000	\$0	\$866	\$9	\$9	\$391	\$15,671	\$9	\$44	\$0	\$1,223	\$358	\$56,565	\$75,145	\$10,000
Subtotal	\$67,740	\$0	\$12,091	\$1,814	\$2,616	\$962	\$22,471	\$2,616	\$615	\$6,119	\$9,459	\$1,027	\$59,293	\$119,084	\$67,740
<b>Utilities</b>															
Electricity (PG&E)	\$1,157,313	\$50,790	\$90,269	\$78,360	\$88,062	\$106,186	\$118,147	\$141,281	\$151,830	\$174,942	\$160,058	\$92,654	\$110,349	\$1,362,928	\$1,157,313
Water & Sewer (Pleasanton)	\$1,000	\$0	\$0	\$151	\$0	\$154	\$0	\$148	\$0	\$148	\$0	\$152	\$0	\$753	\$1,000
Water (EBMUD)	\$880	\$0	\$0	\$173	\$0	\$178	\$0	\$173	\$0	\$173	\$0	\$173	\$0	\$871	\$880
Telephone/communications	\$4,500	\$389	\$0	\$425	\$0	\$435	\$435	\$439	\$501	\$487	\$486	\$486	\$486	\$4,569	\$4,500
WW Treatment (DSRSD)	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
Subtotal	\$1,166,193	\$51,179	\$90,269	\$79,108	\$88,062	\$106,954	\$118,583	\$142,041	\$152,330	\$175,750	\$160,544	\$93,465	\$110,835	\$1,369,121	\$1,166,193
<b>Non-Routine</b>															
Pump Efficiency Testing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Corrosion Studies/ Inspections	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$297	\$0	\$0	\$297	\$5,000
Med Voltage Switchgear Tri-Annual PM	\$10,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,900
Subtotal	\$15,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$297	\$0	\$0	\$297	\$15,900
Monthly Total	\$2,204,698	\$128,650	\$154,792	\$130,047	\$174,070	\$186,902	\$219,156	\$210,141	\$205,616	\$246,954	\$251,657	\$187,057	\$295,061	\$2,390,103	\$2,204,698
YTD Total		\$128,650	\$283,442	\$413,489	\$587,559	\$774,461	\$993,617	\$1,203,758	\$1,409,374	\$1,656,328	\$1,907,985	\$2,095,042	\$2,390,103	108% of YTD Budge	
Export Flow, mg	4,015	158	181	223	289	363	485	545	603	607	354	257	202	4,267	4,015
Pumping Efficiency		49.3%	50.9%	73.7%	72.6%	71.0%	69.4%	71.7%	70.9%	72.2%	69.8%	57.9%	65.8%	66.3%	
Monthly Cost, \$/mg		\$815	\$854	\$583	\$602	\$515	\$452	\$386	\$341	\$407	\$711	\$728	\$1,464		
YTD Running Cost, \$/mg	\$549	\$815	\$836	\$736	\$690	\$638	\$585	\$536	\$495	\$480	\$501	\$515	\$560	\$560	

LAVWMA  
BUDGET COMPARISON TO ACTUAL EXPENSES

Current FY Period: **12**

ACTUAL EXPENSES BILLED TO LAVWMA FOR REGULAR O&M														
FY 2018-2019	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	YTD TOTAL	YTD Budget
<i>Estimated Personnel Hours</i>														
<b>Division 50 - Ops Admin</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	0	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Division 51 - FOD</b>	<b>52</b>	<b>-</b>	<b>-</b>	<b>16.50</b>	<b>8.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8.50</b>	<b>8.00</b>	<b>6.00</b>	<b>47.00</b>	<b>52.00</b>
Water/Wastewater Sys Lead Op	0	-	-	-	-	-	-	-	-	-	-	-	-	-
Water/Wastewater Sys OP IV-On Call	0	-	-	-	-	-	-	-	-	4.00	4.00	-	8.00	-
Water/Wastewater Sys OP IV	32	-	-	-	-	-	-	-	-	4.50	-	-	4.50	32.00
Water/Wastewater Sys OP III	0	-	-	8.00	-	-	-	-	-	-	4.00	6.00	18.00	-
Water/Wastewater Sys OP II	0	-	-	8.50	8.00	-	-	-	-	-	-	-	16.50	-
Maintenance Worker II	16	-	-	-	-	-	-	-	-	-	-	-	-	16.00
Supervisor	4	-	-	-	-	-	-	-	-	-	-	-	-	4.00
<b>Division 52 - WWTP</b>	<b>2,996</b>	<b>204.50</b>	<b>154.25</b>	<b>184.00</b>	<b>232.00</b>	<b>223.50</b>	<b>289.50</b>	<b>182.00</b>	<b>176.50</b>	<b>237.50</b>	<b>217.50</b>	<b>217.50</b>	<b>333.00</b>	<b>2,651.75</b>
Process Lead Operator IV/V	200	19.00	14.50	16.50	23.00	17.00	25.00	15.00	15.00	8.00	16.00	18.00	30.00	217.00
Senior WWTP Operator III	590	55.50	43.50	34.00	147.00	101.00	194.50	152.00	118.50	132.50	158.50	170.50	271.00	1,578.50
Operator II	1,000	50.00	61.00	52.00	58.50	101.50	64.00	11.00	40.00	73.00	40.00	24.00	18.00	593.00
Operator II (SLSS)	1,156	62.00	26.00	74.00	-	-	-	-	-	-	-	-	-	162.00
Supervisor	50	18.00	9.25	7.50	3.50	4.00	6.00	4.00	3.00	24.00	3.00	5.00	14.00	101.25
<b>Division 53 - MECH</b>	<b>1,612</b>	<b>170.00</b>	<b>125.25</b>	<b>89.25</b>	<b>87.50</b>	<b>96.50</b>	<b>89.25</b>	<b>64.50</b>	<b>42.00</b>	<b>87.00</b>	<b>162.75</b>	<b>248.75</b>	<b>266.00</b>	<b>1,528.75</b>
Senior Mechanic-Crane Cert	380	37.00	45.25	26.00	24.00	25.00	6.00	-	-	2.00	10.00	-	175.25	380.00
Senior Mechanic - USA	82	7.00	-	10.25	15.00	11.00	3.75	-	-	-	-	2.00	49.00	82.00
Mechanic I/II	960	103.75	25.00	9.00	12.50	21.50	-	3.50	27.00	24.50	88.25	129.00	127.00	571.00
Mechanic II-Crane Cert	0	14.50	40.50	38.00	35.00	35.50	57.50	38.00	42.50	46.00	83.50	100.50	531.50	-
Mechanic II - USA	140	6.75	-	-	-	-	-	11.50	5.50	8.50	9.50	16.75	23.50	82.00
Mechanic II-Crane Cert - USA	0	1.00	14.50	6.00	1.00	3.50	22.00	11.50	9.50	11.50	17.00	9.50	10.00	117.00
Supervisor	50	-	-	-	-	-	-	-	-	-	-	3.00	3.00	50.00
<b>Division 54 - ELEC</b>	<b>850</b>	<b>94.00</b>	<b>32.00</b>	<b>19.00</b>	<b>160.50</b>	<b>87.50</b>	<b>97.00</b>	<b>112.50</b>	<b>78.50</b>	<b>34.50</b>	<b>91.50</b>	<b>70.00</b>	<b>140.50</b>	<b>850.00</b>
Senior Instrument/Controls Tech	8	2.00	-	-	-	-	-	-	-	-	-	-	2.00	8.00
Instrument Tech	260	67.00	25.00	1.00	107.00	56.50	-	96.50	33.50	5.50	77.50	52.00	38.50	560.00
OPS Control Sys Spec	250	-	2.00	5.00	30.00	8.00	32.00	14.00	17.00	28.00	4.00	6.00	63.00	209.00
Senior Electrician	108	-	-	-	-	10.00	-	-	-	-	-	-	5.00	108.00
Electrician	200	25.00	5.00	13.00	22.50	12.00	65.00	2.00	28.00	-	10.00	12.00	32.00	226.50
Supervisor	24	-	-	-	1.00	1.00	-	-	1.00	-	-	-	2.00	24.00
<b>Division 26 - SAFETY</b>	<b>48</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>48.00</b>
Safety Officer	48	-	-	-	-	-	-	-	-	-	-	-	-	48.00
<b>Division 40 - ENG</b>	<b>100</b>	<b>9.00</b>	<b>3.00</b>	<b>0.50</b>	<b>5.50</b>	<b>10.50</b>	<b>2.50</b>	<b>3.00</b>	<b>4.50</b>	<b>1.00</b>	<b>1.00</b>	<b>-</b>	<b>13.00</b>	<b>53.50</b>
Associate/Senior Civil Engineer-SME	100	9.00	3.00	0.50	5.50	10.50	2.50	3.00	4.50	1.00	1.00	-	13.00	100.00
<i>Total Estimated Personnel Hours</i>	<b>5,658</b>													
<b>Total Monthly Hours</b>	<b>477.50</b>	<b>314.50</b>	<b>309.25</b>	<b>493.50</b>	<b>418.00</b>	<b>478.25</b>	<b>362.00</b>	<b>301.50</b>	<b>360.00</b>	<b>481.25</b>	<b>544.25</b>	<b>758.50</b>	<b>5,298.50</b>	<b>5,658.00</b>

**Table 9**  
**Report for LAVWMA - FY 2018-2019, 4th Quarter**  
**San Leandro Sampling Station Microbiology Results**  
**Dublin San Ramon Services District Laboratory**  
**ELAP Certificate # 1272**

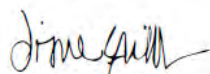
Collection Date	Fecal Coliform MPN/100ml	Enterococcus MPN/100ml
04/04/19	4	<10
04/11/19	<2	<10
04/18/19	8	<10
04/25/19	70	<10
05/02/19	30	<10
05/09/19	7	< 10
05/16/19	50	< 10
05/23/19	8	< 10
05/29/19	2	<10
06/07/19	7	<10
06/13/19	13	<10
06/20/19	64	<10
06/27/19	170	<10
Median	8	<10
Geometric Mean	13.9	<10

**Monthly Report for LAVWMA - April 2019**  
**Dublin San Ramon Services District Laboratory**  
**ELAP Certificate # 1272**

DATE	FLOW (MGD)	CBOD (mg/L) (kg/d)		TSS (mg/L) (kg/d)		MINIMUM pH (units)	MAXIMUM pH (units)	CHLORINE RESIDUAL (mg/L)	CHLORINE RESIDUAL (SLS STATION) (mg/L)
1	14.43					7.25	7.48	1.348	0.000
2	15.18					7.28	7.56	2.430	0.000
3	15.18	4.6	264	7.6	437	7.46	7.53	1.924	0.000
4	14.17					7.50	7.57	1.676	0.001
5	14.38					7.50	7.58	1.768	0.001
6	14.53					7.53	7.59	3.535	0.002
7	14.82					7.30	7.55	4.530	0.000
8	15.19					7.30	7.51	4.711	0.000
9	15.74					7.45	7.52	4.488	0.001
10	15.87	3.6	216	8.8	528	7.47	7.56	4.450	0.002
11	12.78					7.31	7.61	3.152	0.009
12	12.80					7.31	7.60	1.460	0.090
13	11.35					7.32	7.59	1.319	0.049
14	13.86					7.31	7.52	1.188	0.011
15	12.71					7.29	7.51	1.023	0.007
16	15.07					7.49	7.60	2.170	0.006
17	9.60	4.3	156	10.8	392	7.33	7.65	3.370	0.082
18	13.52					7.32	7.65	2.761	0.019
19	10.15					7.54	7.60	2.865	0.004
20	10.35					7.53	7.71	2.529	0.004
21	11.69					7.39	7.70	2.447	0.008
22	8.38					7.35	7.59	3.445	0.004
23	9.41					7.53	7.90	2.510	0.001
24	7.24	4.2	115	6.6	181	7.72	7.97	2.702	0.068
25	5.54					7.70	7.83	2.602	0.066
26	7.48					7.66	7.87	2.334	0.000
27	6.81					7.66	7.90	1.418	0.000
28	7.70					7.69	7.76	1.624	0.000
29	8.15					7.71	7.76	1.606	0.000
30	9.95					7.27	7.79	1.561	0.000
MAX.	15.87	4.6	264	10.8	528	7.72	7.97	4.71	0.09
MIN.	5.54	3.6	115	6.6	181	7.25	7.48	1.02	0.00
AVE.	11.80	4.2	188	8.5	385	7.45	7.65	2.50	0.01
TOTAL	354.02								

Samples collected from LAVWMA Export Pump Station, except for chlorine at the San Leandro Sampling Station as noted.  
 MGD = Millions of gallons per day; mg/L = milligrams per liter; kg/d = kilograms per day

Authorized for release by:



Date:

8/1/2019

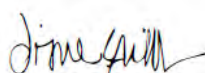
Diane Griffin, Laboratory Director

**Monthly Report for LAVWMA - May 2019**  
**Dublin San Ramon Services District Laboratory**  
**ELAP Certificate # 1272**

DATE	FLOW (MGD)	CBOD (mg/L) (kg/d)		TSS (mg/L) (kg/d)		MINIMUM pH (units)	MAXIMUM pH (units)	CHLORINE RESIDUAL (mg/L)	CHLORINE RESIDUAL (SLS STATION) (mg/L)
1	2.63	3.3	33	10.2	102	7.70	7.84	1.979	0.000
2	6.46					7.76	7.87	1.698	0.000
3	5.93					7.72	7.81	1.331	0.000
4	5.76					7.69	7.84	1.091	0.000
5	7.94					7.73	7.84	1.129	0.000
6	3.53					7.67	7.85	1.760	0.000
7	6.26					7.64	7.84	1.628	0.000
8	5.36	6.08	123	11.2	227	7.58	7.66	1.587	0.000
9	6.10					7.61	7.69	2.711	0.000
10	5.97					7.61	7.70	2.956	0.000
11	6.48					7.59	7.71	1.977	0.000
12	10.88					7.59	7.76	1.950	0.000
13	2.76					7.59	7.72	1.753	0.000
14	5.17					7.57	7.69	1.314	0.000
15	6.74	5	127	13.8	352	7.59	7.71	1.225	0.000
16	8.41					7.62	8.29	3.177	0.000
17	11.33					7.64	7.74	1.647	0.000
18	13.90					7.62	7.73	0.945	0.000
19	17.18					7.68	7.77	1.291	0.001
20	5.00					7.66	7.77	1.467	0.000
21	11.31					7.61	7.76	1.035	0.000
22	11.59	4.2	184	6.0	263	7.58	7.68	1.471	0.000
23	11.56					7.62	7.92	1.707	0.000
24	11.60					7.60	7.71	2.437	0.000
25	13.00					7.60	7.73	2.241	0.000
26	17.22					7.65	7.72	2.373	0.000
27	3.09					7.65	7.73	2.417	0.000
28	10.28					7.59	7.70	2.607	0.000
29	10.52	3.1	123	5.8	231	7.57	7.67	2.552	0.000
30	7.13					7.53	7.64	1.878	0.000
31	5.96					7.54	7.66	1.784	0.000
MAX.	17.22	6.1	184	13.8	352	7.76	8.29	3.18	0.00
MIN.	2.63	3.1	33	5.8	102	7.53	7.64	0.95	0.00
AVE.	8.29	4.3	118	9.4	235	7.63	7.77	1.84	0.00
TOTAL	257.04								

Samples collected from LAVWMA Export Pump Station, except for chlorine at the San Leandro Sampling Station as noted.  
 MGD = Millions of gallons per day; mg/L = milligrams per liter; kg/d = kilograms per day

Authorized for release by:

  
 Diane Griffin, Laboratory Director

Date:

8/1/2019

**Monthly Report for LAVWMA - June 2019**  
**Dublin San Ramon Services District Laboratory**  
**ELAP Certificate # 1272**

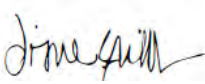
DATE	FLOW (MGD)	CBOD (mg/L) (kg/d)		TSS (mg/L) (kg/d)		MINIMUM pH (units)	MAXIMUM pH (units)	CHLORINE RESIDUAL (mg/L)	CHLORINE RESIDUAL (SLS STATION) (mg/L)*
1	9.09					7.56	7.66	1.642	O/S
2	6.98					7.52	7.65	2.637	O/S
3	11.62					7.53	7.79	2.767	O/S
4	10.96					7.55	7.91	2.858	O/S
5	3.71	4.6	65	7.2	101	7.50	7.66	2.160	O/S
6	6.29					7.47	7.53	2.066	O/S
7	8.13					7.48	7.55	2.117	O/S
8	6.56					7.53	8.47	0.944	O/S
9	5.51					7.57	7.76	2.130	O/S
10	9.75					7.51	7.62	2.159	O/S
11	11.88					7.45	7.59	1.851	O/S
12	3.77	3.4	48	6.2	88	7.45	7.56	1.436	O/S
13	6.05					7.48	7.60	2.111	O/S
14	5.57					7.60	7.70	2.520	O/S
15	4.38					7.62	7.74	2.009	O/S
16	3.39					7.62	7.83	2.215	O/S
17	9.06					7.45	7.68	2.112	O/S
18	5.78					7.44	7.56	1.027	O/S
19	2.16	2.6	21	5.6	46	7.47	7.57	1.611	O/S
20	8.42					7.42	7.60	1.066	O/S
21	8.54					7.54	7.65	1.690	O/S
22	7.12					7.55	7.71	1.811	O/S
23	5.15					7.54	7.74	1.691	O/S
24	8.32					7.56	7.66	1.951	O/S
25	8.54					7.52	7.67	1.338	O/S
26	3.45	3.8	50	12.0	156	7.52	7.69	0.967	O/S
27	4.64					7.54	7.78	0.861	O/S
28	5.73					7.55	7.69	1.341	O/S
29	6.34					7.52	7.70	0.853	O/S
30	4.66					7.50	7.65	1.369	O/S
MAX.	11.88	4.6	65	12.0	156	7.62	8.47	2.86	--
MIN.	2.16	2.6	21	5.6	46	7.42	7.53	0.85	--
AVE.	6.72	3.6	46	7.8	98	7.52	7.70	1.78	--
TOTAL	201.52								

Samples collected from LAVWMA Export Pump Station, except for chlorine at the San Leandro Sampling Station as noted.

MGD = Millions of gallons per day; mg/L = milligrams per liter; kg/d = kilograms per day

\* SLSS Chlorine meter out of service due to SCADA upgrade.

Authorized for release by:

  
Diane Griffin, Laboratory Director

Date:

8/1/2019



TABLE 11

**DUBLIN SAN RAMON SERVICES DISTRICT  
WASTEWATER TREATMENT FACILITY**

**LAVWMA**

Langelier pH Saturation Index

Collection DATE	TDS (mg/L)	Temp (°C)	Ca Hardness (mg/L CaCO <sub>3</sub> )	Alkalinity (mg/L CaCO <sub>3</sub> )	pH (Actual)	pH Saturation	Langlier Index
04/03/19	842	20.0	160	407	7.4	7.1	0.3
05/21/19	738	21.3	145	350	7.2	7.2	0.0
06/07/19	837	20.4	100	290	7.5	7.4	0.1
MAXIMUM	842	21.3	160	407	7.5	7.4	0.3
MINIMUM	738	20.0	100	290	7.2	7.1	0.0
AVERAGE	806	20.6	135	349	7.4	7.2	0.1

TABLE 11

**DUBLIN SAN RAMON SERVICES DISTRICT  
WASTEWATER TREATMENT FACILITY**

**DSRSD**

Langelier pH Saturation Index

Collection DATE	TDS (mg/L)	Temp (°C)	Ca Hardness (mg/L CaCO <sub>3</sub> )	Alkalinity (mg/L CaCO <sub>3</sub> )	pH (Actual)	pH Saturation	Langlier Index
04/03/19	924	24.3	184	436	7.2	7.0	0.2
05/21/19	739	22.1	142	342	7.4	7.2	0.2
06/07/19	896	23.6	135	330	7.3	7.2	0.0
MAXIMUM	924	24.3	184	436	7.4	7.2	0.2
MINIMUM	739	22.1	135	330	7.2	7.0	0.0
AVERAGE	853	23.3	154	369	7.3	7.1	0.1

TABLE 11

CITY OF LIVERMORE  
LIVERMORE WATER RECLAMATION PLANT

Both pH Saturation Indices

Collection DATE	TDS (mg/L)	Temp (°C)	Ca Hardness (mg/L CaCO <sub>3</sub> )	Alkalinity (mg/L CaCO <sub>3</sub> )	pH (Actual)	pH Saturation	Langlier Index
04/03/19	580	19.0	76	295	7.8	7.6	0.1
05/01/19	660	21.0	98	378	7.8	7.4	0.4
06/05/19	460	24.0	56	234	7.5	7.7	-0.3
MAXIMUM	660	24.0	98	378	7.8	7.7	0.4
MINIMUM	460	19.0	56	234	7.5	7.4	-0.3
AVERAGE	567	21.3	77	302	7.7	7.6	0.1

**TABLE 12 – LAVWMA Routine and Emergency Contact Information**

<b><i>Agency</i></b>	<b><i>Contact</i></b>	<b><i>Office</i></b>
DSRSD	Sue Stephenson, Community Affairs Supervisor	(925) 875-2295
LAVWMA	Chuck Weir, General Manager	(925) 875-2233

**The routine, non-emergency contact information is as follows:**

<b><i>Agency</i></b>	<b><i>Contact</i></b>	<b><i>Office</i></b>
DSRSD	WWTP Main Office/Control Room Office	(925) 846-4565
DSRSD	Shawn Quinlan, Mechanical Maintenance Supervisor	(925) 875-2358
DSRSD	Levi Fuller, WWTP Operations Supervisor	(925) 875-2300
DSRSD	Jeff Carson, Operations Manager	(925) 875-2345
DSRSD	Fax Machine	(925) 462-0658

**The after-hours and emergency contact information is as follows:**

<b><i>Agency</i></b>	<b><i>Contact</i></b>	<b><i>Cell</i></b>
DSRSD	24 Hour On Duty Operator	(925) 519-0557
DSRSD	Operator II On Duty	(925) 872-5887
DSRSD	Shawn Quinlan, Mechanical Maintenance Supervisor	(925) 570-7878
DSRSD	Levi Fuller, WWTP Operations Supervisor	(925) 570-8775
DSRSD	Jeff Carson, Operations Manager	(925) 719-2997

**The City of Livermore emergency contact information is as follows:**

<b><i>Agency</i></b>	<b><i>Contact</i></b>	<b><i>Cell</i></b>
Livermore	24 Hour On Duty Operator	(925) 960-8160
Livermore	Jimmie Truesdell, Water Resources Operations Manager	(925) 525-2016

**The City of Pleasanton emergency contact information is as follows:**

<b><i>Agency</i></b>	<b><i>Contact</i></b>	<b><i>Cell</i></b>
Pleasanton	24 Hour On Call Operator	(925) 437-3992
Pleasanton	Eric Amaro, Chief Utilities System Operator	(925) 437-3605

Page 1

Agenda Explanation  
Livermore-Amador Valley  
Water Management Agency  
Board of Directors  
August 21, 2019

## **ITEM NO. 9 REQUEST FOR PROPOSAL FOR RISK ANALYSIS OF THE PUMP STATION AND FAILURE ANALYSIS OF THE FORCEMAIN SYSTEM**

### **Action Requested**

Authorize the General Manager to issue a Request for Proposal (RFP) to Conduct a Risk Analysis of the Pump Station Electrical System, System Storage Capabilities, and a Failure Analysis of the Forcemain System in substantially similar form to the RFP attached hereto, subject to minor modification by the General Manager and General Counsel. Also authorize the General Manager to form a Selection Committee to review the Proposals and award a Professional Services Agreement with the selected Proposer, if any, in an amount not to exceed \$225,000.

### **Summary**

PG&E has developed a Public Safety Power Shutoff (PSPS) in response to the devastating wildfires over the last few years. Please refer to **Item No. 9.a**, PG&E's Community Wildfire Safety Program Fact Sheet. This program allows PG&E to shut off power to critical areas for as long as four to five days. Although LAVWMA and its member agencies all have storage ponds, the Staff Advisory Group (SAG) discussed the possibility of obtaining a standby generator capable of powering two pumps during prolonged PSPS power outages. A quick internet search for a 1,000 KW generator showed that the cost would be on the order of \$200,000. The General Manager contacted Diep Nguyen, who designed the cable replacement project, and did the electrical analysis of the Pump Station Evaluation project in 2014. Mr. Nguyen was asked to provide a budget estimate for design services. He provided much more than that. The total project costs for a 1,500 KW generator (which is the necessary size to start up the system and run it) and all design services was estimated to be between \$1.5 and 2.0 million. That estimate has since been validated by member agency staff based on similarly sized projects. Additional costs would be associated with conducting environmental review on the use of a standby generator.

Due to the high cost, the SAG decided that all options should be considered prior to embarking on an expensive generator project. It might be possible to store effluent at the pump station and at the treatment plants for up to five days or more, at which point, power may be restored. A detailed analysis of operations and flows will be required. In addition, the generator project is not included in the Budget. Are there other options in addition to storage and standby power?

SAG members also met with a representative from PG&E to discuss the PSPS program as well as other issues related to power at the pump station. The representative provided a summary of power outages at the pump station for the last five years. Following is what she reported:

Agenda Explanation  
Livermore-Amador Valley  
Water Management Agency  
Board of Directors  
August 21, 2019

*Here is the 5-year unplanned outage history report for 7176 Johnson Dr #A and 7176 Johnson Dr #B. **These two services are on the same circuit so the outages impacting each site were the same** (emphasis added):*

Date and Time	Basic Cause	Minutes Out	Momentary or Sustained
02/19/2019 8:34:00	Equipment Failure/Involved	126	Sust
11/13/2018 8:51:00	3rd Party	6	Sust
05/03/2017 7:59:00	Equipment Failure/Involved	6	Sust
03/30/2017 11:05:00	Equipment Failure/Involved	43	Sust
06/05/2015 17:43:00	Equipment Failure/Involved	61	Sust
04/16/2015 13:19:00	3rd Party	681	Sust
07/16/2019 15:43:00	Vegetation	0	Mom
06/24/2017 15:43:00	Animal	0	Mom
08/30/2015 12:59:00	Unknown Cause	0	Mom
08/05/2015 12:24:00	Animal	0	Mom
10/10/2014 8:24:00	Equipment Failure/Involved	0	Mom

The most surprising information is the **highlighted** statement regarding the two services. LAVWMA has always been under the impression that having two feeders and separate meters meant that the services acted as backups to each other. This appears to not be the case. The SAG concluded that any analysis of the power system needed to include both wet and dry weather seasons. Since LAVWMA was looking at this from a risk analysis perspective, the SAG also concluded that the forcemain should also be evaluated since no thorough inspection has been conducted since its installation. DSRSD staff does inspect the valves, cathodic protection, and checks for any damage or signs of leaks on the forcemains. No internal inspection has been completed, nor has there been as assessment of remaining useful life.

As a consequence, a Request for Proposal has been drafted for the Board's consideration. The Scope of Services includes the following:

1. Review the records provided by LAVWMA to conduct a risk analysis of the potential loss of electrical power during both dry and wet seasons. Determine storage capability durations during PSPS or other loss of power. Analyze regulatory risks of not being able to pump effluent during extended PSPS events as well as other loss of power events. Provide options for LAVWMA's consideration, including a recommended standby power system to address identified risks, including budgetary costs for said system. Other options could include storage capacity provided by a third party, or Regional Board approved alternative discharges

to Alamo Canal or other local waterways. Provide a cost-benefit analysis of all identified options.

2. Meet with LAVWMA, DSRSD, Pleasanton, and Livermore staff to review issues and possible solutions.
3. Prepare a pipeline inspection plan and schedule. Oversee the inspection process and review results. It is understood that inspection services may be provided by a third party that may be a subcontractor to the selected firm or a contractor to LAVWMA.
4. Prepare a draft and final report addressing the items identified in Item Nos. 1, 2, and 3, above.

Some modifications to the scope and proposed dates for a tour and interviews of proposers may be made following a detailed review of the RFP by members of the SAG. The estimated cost for this study is \$225,000. Although this project is also not in the Budget, it is prudent to conduct it due to the risk of prolonged power outages and possible regulatory impacts. The estimated cost is intended to include the cost for inspection of the pipeline.

The attached RFP, **Item 9.b**, includes the agreement template that has been prepared by General Counsel. The other attachments are listed but not included in the packet. The list of attachments could be modified based on input from the SAG.

### **Recommendation**

Authorize the General Manager to issue a Request for Proposal to Conduct a Risk Analysis of the Pump Station Electrical System, System Storage Capabilities, and a Failure Analysis of the Forcemain System in substantially similar form to the RFP attached hereto, subject to minor modification by the General Manager and General Counsel. Also authorize the General Manager to form a Selection Committee to review the Proposals and award a Professional Services Agreement with the selected Proposer, if any, in an amount not to exceed \$225,000.

### **Attachments**

**9.a** PG&E Community Wildfire Safety Program Fact Sheet

**9.b** Request for Proposals Pump Station Risk Analysis and Forcemain Inspection and Evaluation



## Community Wildfire Safety Program Public Safety Power Shutoff

### Working Together To Protect Our Communities From Wildfires

Given the continued and growing threat of extreme weather and wildfires, and as an additional precautionary measure following the 2017 and 2018 wildfires, we are expanding and enhancing our Community Wildfire Safety Program to further reduce wildfire risks and help keep our customers and the communities we serve safe. This includes expanding our Public Safety Power Shutoff program beginning with the 2019 wildfire season to include all electric lines that pass through high fire-threat areas – both distribution and transmission.

We know how much our customers rely on electric service and that there are safety risks on both sides. We will only proactively turn off lines in the interest of safety to help reduce the likelihood of an ignition when gusty winds and dry conditions, combined with a heightened fire risk, are forecasted to threaten a portion of the electric system. While customers in high fire-threat areas are more likely to be affected, any of PG&E's more than 5 million electric customers could have their power shut off if their community relies upon a line that passes through a high fire-threat area.

### Public Safety Power Shutoff Criteria

PG&E monitors fire danger conditions across our service area and evaluates whether to turn off electric power lines in the interest of safety.

**While no single factor will drive a Public Safety Power Shutoff, some factors include:**



#### A RED FLAG WARNING

declared by the National Weather Service



#### LOW HUMIDITY LEVELS

generally 20% and below



#### FORECASTED SUSTAINED WINDS GENERALLY ABOVE 25 MPH AND WIND GUSTS IN EXCESS OF APPROXIMATELY 45 MPH,

depending on location and site-specific conditions such as temperature, terrain and local climate



#### CONDITION OF DRY

FUEL on the ground and live vegetation (moisture content)



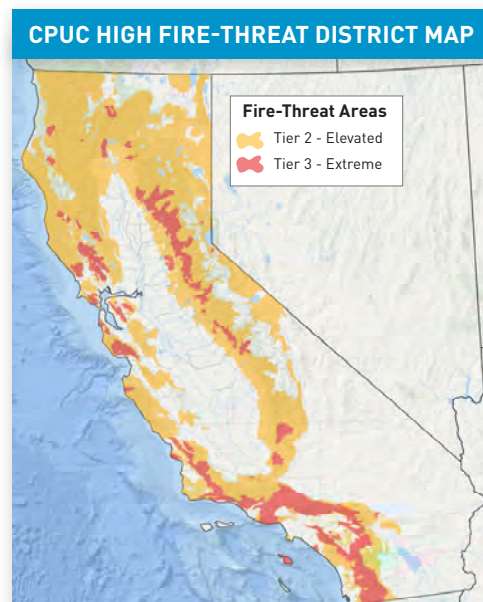
#### ON-THE-GROUND, REAL-TIME OBSERVATIONS

from PG&E's Wildfire Safety Operations Center and PG&E field crews



## Potentially Impacted Areas

- The most likely electric lines to be considered for shutting off for safety will be those that pass through areas that have been designated by the California Public Utilities Commission (CPUC) as at elevated (Tier 2) or extreme (Tier 3) risk for wildfire. This includes both distribution and transmission lines.
- The specific area and number of affected customers will depend on forecasted weather conditions and which circuits PG&E needs to turn off for public safety.
- Although a customer may not live or work in a high fire-threat area, their power may also be shut off if their community relies upon a line that passes through an area experiencing gusty winds and dry conditions, combined with a heightened fire risk.
- This means that any customer who receives electric service from PG&E should be prepared for a possible public safety power outage.



Source: California Public Utilities Commission  
cpuc.ca.gov/FireThreatMaps

## PSPS Event Notifications

Extreme weather threats can change quickly. When possible, we will provide customers with advance notice prior to turning off the power. We will also provide updates until power is restored.

### TIMING OF NOTIFICATIONS (when possible)

- **~48 HOURS** before power is turned off
- **~24 HOURS** before power is turned off
- **JUST BEFORE** power is turned off
- **DURING THE PUBLIC SAFETY OUTAGE**
- **ONCE POWER HAS BEEN RESTORED**



### HOW WE'LL NOTIFY CUSTOMERS

We will attempt to reach customers through **calls, texts and emails** using the contact information we have on file. We will also use **pge.com** and **social media** channels, and we will keep **local news** and **radio outlets** informed and updated.

## Working With Our Customers To Prepare

We are continuing to reach out to our customers and communities about wildfire safety and steps they can take to prepare their homes, families and businesses.

- **Update your contact info** by visiting [pge.com/mywildfirealerts](https://pge.com/mywildfirealerts) today to make sure we have your current contact information.
- **Identify backup charging methods** for phones and keep hard copies of emergency numbers.
- **Plan for any medical needs** like medications that need to be refrigerated or devices that require power.
- **Build or restock your emergency kit** with flashlights, fresh batteries, first aid supplies and cash.

## Learn More

about PG&E's Community Wildfire Safety Program.



Call us at  
**1-866-743-6589**



Email [wildfire\\_safety@pge.com](mailto:wildfire_safety@pge.com)



Visit [pge.com/wildfiresafety](https://pge.com/wildfiresafety)

# **LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY**

## **Request for Proposals**

### **Pump Station Risk Analysis and Forcemain Inspection and Evaluation**

**Please submit one copy of the Proposal electronically by 5:00 p.m., September 11, 2019 to:**

Charles V. Weir, General Manager  
Livermore-Valley Water Management Agency  
7051 Dublin Boulevard  
Dublin, CA 94568  
[weir@lavwma.com](mailto:weir@lavwma.com)  
510-410-5923

August 15, 2019

## **PROJECT DESCRIPTION**

The Livermore-Amador Valley Water Management Agency (“LAVWMA”) is a joint powers agency created in 1974 by the cities of Livermore and Pleasanton and the Dublin San Ramon Services District (“DSRSD”) for the purpose of discharging their treated wastewater to the San Francisco Bay. Operations began in September 1979 with expansions in 1983, 1987 and 2003 bringing it to its current maximum discharge capacity of 41.2 million gallons per day (mgd). The wastewater is conveyed via a 16-mile pipeline from Pleasanton to San Leandro and enters the East Bay Dischargers Authority (“EBDA”) system for dechlorination and discharge through a deepwater outfall to the San Francisco Bay.

LAVWMA's facilities span from the City of Livermore to the San Francisco Bay. LAVWMA receives treated wastewater from wastewater treatment plants operated by the City of Livermore and DSRSD. The combined average dry weather flowrate from these two facilities is limited by the joint powers agreement to a maximum flowrate of 31.8 mgd. LAVWMA facilities are designed to export a maximum flow of 41.2 mgd during wet weather events. The treated effluent from the two treatment plants flows by gravity to the LAVWMA Export Pump Station in Pleasanton.

At the pump station, the water is combined and equalized in LAVWMA's three storage basins, which can hold up to 18 million gallons of water. There is additional storage at the Livermore and DSRSD treatment plants. The reservoirs allow LAVWMA to store water during large rain events and provide flexibility during summer months to operate the pump station during off-peak energy hours when electricity is least expensive. The LAVWMA pump station consists of ten 500-600 horsepower pumps (6 @ 500 HP and 4 @ 600 HP) which push the water through the LAVWMA pipelines over the Dublin Grade to the San Francisco Bay for disposal.

There are two Motor Control Centers (“MCC”) at the pump station; one for the 500 HP pumps and one for the 600 HP pumps. Each MCC has its own feeder and meter from PG&E. It is thought that having two feeders acts as standby power, but recent information indicates that since both are from the same substation, if power is lost, both MCCs are out of service until power is restored.

The new PG&E Public Safety Power Shutoff (“PSPS”) program is a concern for pump station operations. It is estimated that a standby generator capable of running two pumps during the dry season would cost between \$1,500,000 and \$2,000,000. Prior to initiating a generator project, LAVWMA desires to conduct a risk analysis of the PSPS program as well as possible loss of power during wet weather. LAVWMA is also interested in a risk analysis from a regulatory perspective as well. LAVWMA has a wet weather permit that allows discharge to San Lorenzo Creek and Alamo Canal under specific conditions.

The export pipelines range in size from 24 to 36-inches in diameter and span approximately 15.6 miles. The export pipelines pass through Pleasanton, over the Dublin Grade, through Castro Valley, San Lorenzo, and San Leandro. At the San Leandro marsh, the LAVWMA export pipeline empties into an outfall owned by EBDA. LAVWMA is interested in having an inspection of selected segments of the pipelines to determine if there are any maintenance issues as well as an estimate of the remaining useful lives of the pipelines. LAVWMA is open to pipeline inspection by any reasonable methods recommended by the selected firm.

LAVWMA requests proposals (“Proposals”) from qualified engineering firms (“Firms”) to provide the services set forth in the Scope of Services, below, which includes, but is not limited to, a risk analysis of the potential loss of power, effluent storage capabilities, recommendations for standby power, and pipeline inspection and evaluation (“Services”). The submission of a Proposal may lead to award of an agreement (“Agreement”), based on the form attached as Exhibit A, *Agreement for Consultant Services*.

### **SCOPE OF SERVICES**

1. Review the records provided by LAVWMA to conduct a risk analysis of the potential loss of electrical power during both dry and wet seasons. Determine storage capability durations during PSPS or other loss of power. Analyze regulatory risks of not being able to pump effluent during extended PSPS events as well as other loss of power events. Provide options for LAVWMA’s consideration, including a recommended standby power system to address identified risks, including budgetary costs for said system. Other options could include storage capacity provided by a third party, or Regional Board approved alternative discharges to Alamo Canal or other local waterways. Provide a cost-benefit analysis of all identified options.
2. Meet with LAVWMA, DSRSD, Pleasanton, and Livermore staff to review issues and possible solutions.
3. Prepare a pipeline inspection plan and schedule. Oversee the inspection process and review results. It is understood that inspection services may be provided by a third party that may be a subcontractor to the selected firm or a contractor to LAVWMA.
4. Prepare a draft and final report addressing the items identified in Item Nos. 1, 2, and 3, above.

### **GENERAL INFORMATION**

1. **Pump Station Tour.** A non-mandatory tour of the LAVWMA Export Pump Station is scheduled for 10:00 a.m., Wednesday, August 28, 2019. The tour will begin at the DSRSD Treatment Plant, 7399 Johnson Drive, Pleasanton and then will proceed to the pump station located

approximately one-half mile away off Johnson Drive. A tour of the pipeline routes can be arranged upon request.

- 2. Submittal Information.** Firms shall email one electronic (PDF) copy of the Proposal to:

**Charles V. Weir, General Manager**  
**Livermore-Amador Valley Water Management Agency**  
**7051 Dublin Boulevard**  
**Dublin, CA 94568**  
**510-410-5923**  
[weir@lavwma.com](mailto:weir@lavwma.com)

Proposals must be received by 5:00 p.m., Wednesday, September 11, 2019 (“Proposal Deadline”). Proposals received after that time may not be considered. LAVWMA will open the Proposals on or after September 12, 2019. LAVWMA reserves the right to postpone the date and time for receiving and/or opening Proposals. Interviews with Firms may be held and if they are, they will be tentatively scheduled the week of September 16, 2019. The anticipated Agreement award date will be on or about September 30, 2019.

- 3. Requests for Information.** Questions or objections relating to the RFP, the RFP procedures, or the required Services may only be submitted via email to [weir@lavwma.com](mailto:weir@lavwma.com) at least five calendar days prior to the Proposal Deadline. Any questions or objections that are not submitted within the time and manner specified will be deemed waived. LAVWMA will not be bound by the oral representations of any LAVWMA staff or officials. LAVWMA reserves the right to issue addenda responding to such questions or objections, which will become part of the RFP. Addenda will be sent as promptly as is practical to all Firms to whom the RFP has been issued. Each Firm is solely responsible for reviewing any and all addenda before submitting its Proposal.

- 4. Reservation of Rights/Disclaimers.** Upon receipt, each Proposal becomes the sole property of LAVWMA and will not be returned to the Firm. Each Firm is solely responsible for the costs it incurs to prepare and submit its Proposal. LAVWMA reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP at any time, or to decline to award the Agreement to any of the Firms. LAVWMA reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. LAVWMA reserves the right to reject any Proposal that is determined to contain false, misleading, or materially incomplete information. No Firm may withdraw its Proposal for a period of 60 days after the date set for the opening of Proposals. Submission of a Proposal shall constitute a firm offer to LAVWMA and Firm shall be bound to the prices set forth in its Proposal for the duration of the Agreement, except as otherwise indicated in the Agreement.

## **PROPOSALS**

**1. Proposal Requirements.** Proposals shall include the following information presented in a clear, concise and comprehensive manner:

- A. Cover Letter (limit of two pages)  
Provide a cover letter containing a summary of the Proposal and the name, address, phone and email of the Firm's representative.
- B. Approach, Organization and Staffing (limit of five pages, exclusive of resumes)  
Explain the Firm's approach to performing the Services described herein. Include a comprehensive description of the resources and methodology that will be used to complete each element of the requested Services. Include a work plan of how you will staff and supervise performance of the Services. Provide the names of the proposed project manager and key personnel, along with their resumes. Describe the training and expertise of the personnel who will be assigned to provide Services to LAVWMA.
- C. Qualifications and Experience (limit of three pages)  
Describe the Firm's qualifications, experience, and similar projects. Identify a minimum of three current relevant projects that are similar in scope and nature to the Services set forth in this RFP, including client contact information for each project.
- D. Cost Proposal  
Provide a cost estimate for completing the Scope of Services. LAVWMA recognizes the difficulty in providing accurate estimates for the Services and will consider this in the evaluation of Proposals. Provide a rate schedule for proposed personnel.
- E. Schedule  
Provide a proposed schedule for completing the Services.

**2. Proposal Modifications.** Unauthorized conditions, omissions, limitations or provisos attached to a Proposal will render the Proposal non-responsive and may cause its rejection. Modification of a Proposal already received will be considered only if the modification is received prior to the Proposal Deadline. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original Proposal.

## **SELECTION PROCESS**

**1. Selection Process.** Proposals will be reviewed by a Selection Committee in accordance with this Section. LAVWMA may, at its option, select a Firm for the Services solely on the basis of the Proposals or may elect to conduct interviews with certain Firms to ask questions about or to obtain more detail on their submitted Proposals.

**2. Evaluation Criteria.** Proposals will be reviewed by a Selection Committee for responsiveness to this RFP and evaluated based on the following factors:

- |   |               |
|---|---------------|
| • Approach to the Services, including the proposed schedule | 0 – 30 points |
| • Qualifications and Experience                             | 0 – 30 points |
| • Cost Proposal   | 0 – 30 points |
| • Interviews (if requested)                                 | 0 – 10 points |

**3. Scoring.** LAVWMA will evaluate responsive Proposals according to the evaluation criteria set forth above in order to determine which Proposal provides the best value and is most advantageous to LAVWMA. Points will be awarded, as indicated above, based on the information provided in the Proposal and relative to meeting LAVWMA’s best interests. Selection will be based on the total number of points awarded by the Selection Committee.

**4. Award.** LAVWMA will award the Agreement, if at all, to the Firm whose Proposal is determined by LAVWMA, acting in its sole discretion, to provide the best value and be the most advantageous to LAVWMA based on the criteria set forth above.

## **MISCELLANEOUS**

**1. Form of Agreement.** A copy of LAVWMA’s standard Agreement for Consultant Services (“Agreement”) is attached as Exhibit A to this RFP and incorporated herein. By submitting a Proposal, a Firm agrees that it will enter into the Agreement, using the attached form, with no exceptions to the form of the Agreement. Submission of a Proposal shall constitute acknowledgment, upon which LAVWMA may rely, that a Firm has thoroughly examined and is familiar with the Agreement. Failure or neglect of a Firm to receive or examine the Agreement shall in no way relieve them of any obligation with respect to their Proposal or to the Agreement.

**2. Insurance Requirements.** The selected Firm, if any, shall, at no cost to LAVWMA, obtain and maintain during the term of the Agreement, the insurance amounts listed in the Agreement attached as Exhibit A.

**3. Protest Procedures.** Any protest challenging LAVWMA’s selection or the selection process must be submitted within five business days following LAVWMA’s issuance of notice of

its selection. The protest must be submitted in writing via email to [weir@lavwma.com](mailto:weir@lavwma.com), and must clearly specify the basis of the protest. The protest will be reviewed by the General Manager in consultation with the General Counsel, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, LAVWMA reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

**4. Proposals are Public Records.** Firms are hereby informed that upon submittal of its Proposal to LAVWMA in accordance with this RFP, the Proposal is the property of LAVWMA. LAVWMA shall consider each Proposal subject to the public disclosure requirements of the California Records Act (California Government Code sections 6250, etc. seq.), unless there is a legal exception to public disclosure. If a Firm believes that any portion of its Proposal is subject to a legal exception to public disclosure, the Firm shall: (1) clearly mark the relevant portions of its Proposal as “Confidential” and (2) upon request from LAVWMA, identify the legal basis for exception from disclosure under the Public Records Act and (3) the Firm shall defend, indemnify and hold harmless LAVWMA regarding any claim by any third party for the public disclosure of the “Confidential” portion of the Proposal.

**5. Conflict of Interest.** LAVWMA employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Firm. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, and unlawful activities.

## **6. Attachments.**

- Exhibit A:** Agreement for Consultant Services
- Exhibit B:** Map to DSRSD Treatment Plant
- Exhibit C:** Schematic of Existing LAVWMA system
- Exhibit D:** Schematic of Existing Facilities at LAVWMA Export Pump Station
- Exhibit E:** May 2004 Record Drawings, G-4, Pump Station Flow Schematic; G-5, Pump Station Equipment Numbers; G-6, Pump Station Hydraulic Profile; and G-7, Pump Station Equipment Schedules. Digital copies of other record drawings or specifications are available upon request.
- Exhibit F:** Pump Station Inventory of selected equipment as maintained in DSRSD’s maintenance management system
- Exhibit G:** LAVWMA Pipelines Air Relief Valve Locations.
- Exhibit H:** Copies of Quarterly Reports of Operations from July 2017 to June 2019. These reports include descriptions of routine and unusual operating events, electrical usage and costs, pump run time hours, storage basin levels, pump station efficiency, and related information.



**Exhibit A**

<insert Agreement for Consultant Services>

## AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“**Agreement**”) is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), by and between the Livermore-Amador Valley Water Management Agency (“**LAVWMA**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**Consultant**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

### RECITALS

A. LAVWMA is a joint powers agency organized pursuant to Government Code section 6500, et seq., whose member agencies are the Dublin San Ramon Services District and the Cities of Livermore and Pleasanton (“**Member Agencies**”),

B. LAVWMA requires \_\_\_\_\_ services in connection with the \_\_\_\_\_.

C. Consultant has agreed to perform those services, as more fully set forth in this Agreement.

Now, therefore, for good and sufficient mutual consideration set forth herein, the Parties agree as follows:

### ARTICLE 1 - SCOPE OF SERVICES

- 1.1. **Scope of Services.** Consultant agrees to provide the services set forth in **Exhibit A, Scope of Services**, which is attached hereto and incorporated herein (“**Services**”). The provisions in the body of this Agreement will take precedence over any conflicting or inconsistent terms in Exhibit A.
- 1.2. **Compliance with Law.** Consultant will perform the Services in compliance with all applicable federal, state and local laws, codes, ordinances, rules, regulations, and orders (collectively, “**Laws**”).
- 1.3. **Professional Competence.** Consultant represents and warrants that it has the professional skills and experience necessary to perform the Services and that it will perform the Services in a skillful and professional manner. Consultant further represents and warrants that it has all the necessary qualifications, licenses, or certifications to perform the Services, which will be maintained throughout the Term of this Agreement, as defined below. Consultant will perform the Services in a manner consistent with the best professional practices and standards for Consultant’s profession in Northern California. Neither LAVWMA’s acceptance of nor payment for the Services will operate as a waiver or release of any of Consultant’s obligations pursuant to this Agreement.
- 1.4. **Independent Contractor.** Consultant is an independent contractor and will have control over its work and the means and methods by which the Services are performed.

Consultant is not an employee of LAVWMA, which has no employees, and neither Consultant nor its employees or subconsultants is entitled to any health, retirement, or other such employee benefits from LAVWMA. Consultant warrants that it will not represent itself as an employee of LAVWMA. Except and only to the extent authorized under this Agreement, if at all, Consultant is not authorized to act as an agent of LAVWMA.

- 1.5. **Confidentiality.** Consultant agrees to maintain in confidence and not disclose to any person, public entity, or private entity, without LAVWMA's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of LAVWMA, including any data, information, technology, or material developed or obtained by Consultant during the performance of the Services.
- 1.6. **Ownership of Work Product.** Except as may otherwise be specified in Exhibit A, Scope of Services, all property rights, including copyrights, in any reports, studies, plans, specifications, drawings, diagrams, or other material prepared on behalf of LAVWMA pursuant to this Agreement, whether complete or incomplete, (collectively, “**Work Product**”) will be and remain the sole property of LAVWMA. All Work Product not already provided to LAVWMA during the Term, as defined below, will be delivered to LAVWMA immediately upon completion of the Services, expiration of the Term, or termination of this Agreement, whichever occurs first. LAVWMA and its agents, employees, representatives, and assigns, may use the Work Product in whole or in part, or in modified form, for any purposes LAVWMA may deem appropriate without payment of any additional compensation to Consultant.
- 1.7. **Documentation.** Consultant will keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, including Consultant’s costs to perform the Services, and Consultant will make such documents available for review and/or audit by LAVWMA or LAVWMA's authorized representatives during normal business hours for at least four years following completion of the Services, expiration of the Term, or termination of this Agreement, whichever occurs first.
- 1.8. **Testimony.** Consultant agrees to testify at LAVWMA’s request if litigation is brought against LAVWMA in connection with the Services. Unless the action is brought by Consultant or is based upon Consultant’s alleged negligence or malfeasance, LAVWMA will compensate Consultant for its preparation and testimony at an hourly rate not to exceed Consultant’s hourly rates for this Agreement, as set forth in Section 2.1, Compensation, and the exhibits incorporated therein.

## ARTICLE 2 - COMPENSATION

- 2.1. **Compensation.** LAVWMA will compensate Consultant for all Services fully performed in compliance with this Agreement to LAVWMA’s satisfaction, as further specified in **Exhibit B, Compensation**, and accompanying **Exhibit B-1, Rate Schedule**, both of which are attached hereto and incorporated herein. Compensation for the Services will

not exceed \$\_\_\_\_\_ (“**Cost Ceiling**”), without prior written authorization by LAVWMA’s General Manager. Consultant will promptly notify LAVWMA in writing when the total amount it has invoiced meets or exceeds 90 percent of the Cost Ceiling.

- 2.2. **Invoices and Payment.** Consultant must submit monthly invoices in a form satisfactory to LAVWMA on or before the tenth day of each month for Services provided during the preceding calendar month. Each invoice must include, at a minimum, for each day that Services were provided: (a) the date that Services were provided; (b) a description of the Services provided; (c) the name, title/position, and hourly rate for each individual or subconsultant providing the Services; (d) the total time spent by each such individual or subconsultant providing the Services; (e) and itemized reimbursements as authorized in Section 3 of Exhibit B. The invoice must specify the starting and ending dates of the billing month covered by the invoice, the total amount due under the invoice, and the total amount billed to date, including all past invoices. Consultant must submit time and cost records as specified in Exhibit B, or as requested by LAVWMA, to substantiate its costs to perform the Services, including receipts for reimbursements and subconsultant invoices. LAVWMA reserves the right to withhold amounts in dispute based on Services not performed to LAVWMA’s satisfaction, damage caused by unexcused delay in Consultant’s performance of Services, or other material default of this Agreement. Within 30 days after receipt of an invoice submitted in compliance with this Section 2.2, LAVWMA will pay Consultant the amount due under the invoice, excepting only any disputed amounts, if any. Consultant will not stop or delay performance of the Services under this Agreement because of payment disputes with LAVWMA, but must comply with the dispute resolution procedures set forth in Section 7.9, Dispute Resolution.
- 2.3. **Final Payment.** LAVWMA will not release the final payment to Consultant until the Services have been fully completed to LAVWMA’s satisfaction, and LAVWMA has received all Work Product and deliverables required pursuant to this Agreement. Consultant will diligently continue and complete performance of the Services if the Services are not complete before Consultant’s total invoices exceed the amount of the Cost Ceiling.

### ARTICLE 3 - TIME OF PERFORMANCE

- 3.1. **Time.** Time is of the essence in the performance of all requirements of this Agreement. Unless terminated early pursuant to Section 3.2, Termination, this Agreement will remain in full force and effect until the Services are completed, which must be no later than \_\_\_\_\_, 20\_\_ (the “**Term**”). Consultant will diligently prosecute performance of the Services to ensure completion within the Term and in accordance with any milestones or schedule for completion as may be set forth or incorporated in Exhibit A, Scope of Services. Notwithstanding the foregoing, if the Services are not fully completed to LAVWMA’s satisfaction prior to expiration of the Term, LAVWMA, acting in its sole discretion, may unilaterally elect to extend the Term to allow for completion of Services, by giving written notice to Consultant prior to expiration of the Term.

- 3.2. **Termination.** Notwithstanding the foregoing, LAVWMA may elect to terminate this Agreement before expiration of the Term as follows:
- A. *Termination for Convenience.* LAVWMA may terminate this Agreement for convenience by giving seven business days written notice to Consultant. The notice of termination may include the effective date of the termination and instructions for submitting all Work Product to LAVWMA. If LAVWMA elects to terminate the Agreement without cause, it will pay Consultant for Services that LAVWMA determines have been satisfactorily provided up to the effective date of the termination, but LAVWMA may withhold final payment in part or in whole pending delivery to LAVWMA of all required Work Product.
  - B. *Termination for Cause.* If Consultant breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, LAVWMA may notify Consultant in writing of the breach, specifying the time within which the breach must be remedied. If Consultant fails to remedy or fails to take reasonable steps to remedy the breach as specified in the written notice, LAVWMA may terminate this Agreement immediately, by delivering written notice of termination to Consultant. The notice of termination may include the effective date of termination and instructions for submitting all Work Product to LAVWMA. Consultant will be entitled to payment for all Services that LAVWMA determines have been satisfactorily completed up to the effective date of termination, except that LAVWMA may deduct from final payment the total amount of any costs LAVWMA incurred because of Consultant's breach.
- 3.3. **Other Remedies.** Nothing in this Article 3 will be deemed to limit LAVWMA's rights or remedies under this Agreement.
- 3.4. **Survival.** The following provisions will survive expiration of the Term or termination of this Agreement: Section 1.5, Confidentiality; Section 1.6, Ownership of Work Product; Section 1.7, Documentation; Section 1.8, Testimony; Section 5.1, Indemnity; Article 6, Notices; and all provisions in Article 7, Miscellaneous, that relate to dispute resolution, litigation, and construction or interpretation of the Agreement.

#### ARTICLE 4 - DESIGNATED REPRESENTATIVES

- 4.1. **LAVWMA's Representative.** LAVWMA's General Manager is LAVWMA's primary representative for this Agreement, with responsibility and authority for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for coordination between the Parties.
- 4.2. **Consultant Representative.** Consultant designates and LAVWMA hereby approves \_\_\_\_\_ as Consultant's primary representative for this Agreement, with immediate responsibility for the performance of the Services and for all matters relating to performance under this Agreement, including coordination between

the Parties. Any change in Consultant's designated representative is subject to prior written approval by LAVWMA's General Manager.

## ARTICLE 5 - INDEMNIFICATION AND INSURANCE

5.1. **Indemnification.** The terms and conditions set forth in subsection 5.1.A, Non-Design Professional, below, are applicable to this Agreement only if Consultant is not a "design professional" as that term is defined in and used in Civil Code section 2782.8. The terms and conditions set forth in subsection 5.1.B, Design Professional, below, are applicable to this Agreement only if Consultant is a "design professional" as that term is defined in and used in Civil Code section 2782.8.

- A. *Non-Design Professional.* Consultant will, to the full extent permitted by law, indemnify, hold harmless, and defend with counsel acceptable to LAVWMA at Consultant's sole expense, LAVWMA, its Member Agencies, and their respective governing bodies, officials, officers, employees, agents, and volunteers (collectively, "**Indemnified Parties**"), from and against all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, investigation costs, all legal costs and fees) (collectively, "**Liability**") of every nature arising out of or in connection with Consultant's performance of the Services and acts or omissions with respect to this Agreement, excepting only such Liability caused by the sole active negligence or sole willful misconduct of any one or more of the Indemnified Parties. This indemnification obligation is not limited by any limitation on the amount or type of damages payable under Workers' Compensation or other employee benefit acts or by insurance coverage limits, and will survive expiration or early termination of this Agreement. This paragraph does not apply to this Agreement if the Services are design professional services provided by a licensed architect, landscape architect, engineer, or land surveyor.
- B. *Design Professional.* To the full extent permitted by law, and subject to the limitations set forth in Civil Code section 2782.8, Consultant will indemnify, hold harmless, and defend with counsel acceptable to LAVWMA at Consultant's sole expense, LAVWMA, its Member Agencies, and their respective governing bodies, officials, officers, employees, agents, and volunteers (collectively, "**Indemnified Parties**"), from and against all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, investigation costs, all legal costs and fees) (collectively, "**Liability**") of every nature which arises out of, or pertains or relates to the negligence, recklessness, or willful misconduct of Consultant in performance of the Services, except such Liability caused by the active negligence, sole negligence, or willful misconduct of any one or more of the Indemnified Parties. This indemnification obligation is not limited by any limitation on the amount or type of damages payable under Workers' Compensation or other employee benefit acts or by insurance coverage limits, and will survive expiration or early termination of this Agreement. This paragraph applies to this Agreement only if

the Services are design professional services provided by a licensed architect, landscape architect, engineer, or land surveyor.

- 5.2. **Health and Safety.** Consultant may perform part of the Services at sites which contain unknown working conditions and contaminated materials. Consultant is solely responsible for the health and safety of Consultant's employees, agents, and subconsultants during the performance of the Services.
- 5.3. **Insurance.** Consultant must procure, provide, and maintain at all times during the Term of this Agreement, and for such additional periods as described herein, the insurance listed below with insurers that are licensed to do business in the State of California and which have an A.M. Best rating of no less than A:VII. The required insurance must cover the acts or omissions of Consultant, its employees, and its subconsultants relating to or arising from the performance of Services under this Agreement.
  - A. *Comprehensive Automobile Liability Insurance.* Comprehensive Automobile Liability Insurance, issued on an occurrence basis, providing bodily injury liability and property damage, to protect against all liability arising out of the use of any owned, hired, or non-owned, passenger or commercial automobile, at a minimum amount of \$1,000,000 combined single limit and \$2,000,000 aggregate.
  - B. *Commercial General Liability Insurance.* Commercial General Liability Insurance, issued on an occurrence basis, with limits providing a minimum amount of \$1,000,000 combined single limit coverage for each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. The insurance must cover all operations including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by Consultant in this Agreement; (4) broad form property damage liability; (5) personal injury liability endorsement, including death; and (6) automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment.
  - C. *Professional Liability Insurance.* Professional Liability Insurance protecting against liabilities arising out of or in connection with negligent acts, errors, or omissions of Consultant, and Consultant's employees, agents, and subconsultants, in connection with this Agreement, at a minimum amount of \$1,000,000 combined single limit coverage and \$1,000,000 aggregate, on a claims made basis with a continuation of coverage extension for liabilities for two years from completion of the Services, expiration of the Term, or termination of the Agreement, whichever occurs first. The professional liability insurance must include coverage for contractual liability assumed by the Consultant under this Agreement.
  - D. *Workers Compensation Insurance.* Workers' Compensation insurance, occupational disease insurance and employer's liability insurance with minimum limits as required by Laws, covering all workplaces involved in this Agreement.

- E. *Certificates of Insurance.* Before beginning any Services under this Agreement, Consultant will provide LAVWMA with certificates of insurance evidencing that Consultant has obtained or maintains the insurance coverage required by this Section 5.3. The certificates must be on forms acceptable to LAVWMA. Each certificate of insurance must state, or include an endorsement stating, that the policy will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to LAVWMA, unless due to non-payment of premiums, in which case at least 10 days written notice must be provided.
- F. *Endorsements.* Consultant will also furnish LAVWMA with original endorsements in a form approved by LAVWMA, as follows:
- (1) Waiver of Subrogation: Consultant waives any right of subrogation and each required policy must include an endorsement waiving the insurer's right of subrogation against LAVWMA or LAVWMA's insurers.
  - (2) Additional Insured Coverage: The Automobile and Commercial General Liability policies must be endorsed to name LAVWMA, its Member Agencies, and their respective governing bodies, officials, officers, employees, agents, and volunteers (collectively, "**Additional Insureds**"), for all covered liability arising out of the operations by or on behalf of the named insured, and protecting the Additional Insureds against any and all liability for personal injury, death, or property damage or destruction arising directly or indirectly from performance or non-performance of the Services. Each additional insured endorsement must provide that the inclusion of more than one insured, including the Additional Insureds, will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.
  - (3) Primary Coverage: The insurance provided by Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss.
- G. *Additional Coverage.* Any insurance coverage carried by Consultant that is broader than or in excess of the specified minimum insurance requirements or limits specified above, including but not limited to any umbrella or excess insurance, will be available to the Additional Insureds for any covered liability. The requirements for coverage and limits will be the greater of: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.



- H. *Material Breach.* If Consultant fails to maintain insurance coverage or provided insurance documentation which is required pursuant to this Agreement, it will be deemed a material breach of this Agreement. LAVWMA, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, LAVWMA may elect to purchase the required insurance coverage, and without further notice to Consultant, may deduct from payment due to Consultant any premium costs incurred by LAVWMA for such insurance. These remedies are in addition to any other remedies available to LAVWMA for breach of this Agreement.
- I. *Subconsultants.* Before a subconsultant may perform Services pursuant to this Agreement, Consultant must submit evidence, including certificates of insurance and endorsements, that (1) the subconsultant is covered under Consultant's required policies, as specified above; or (2) the subconsultant has insurance coverage that meets or exceeds the minimum insurance requirements set forth in this Section 5.3.

#### ARTICLE 6 - NOTICES

All notices or other communications hereunder must be in writing and personally delivered, transmitted electronically (including facsimile), or sent via a reputable overnight courier. Notice will be deemed received and effective as follows: (1) if personally delivered, on the date of delivery to the address of the person specified to receive such notice; (2) if transmitted electronically or by facsimile, on the date upon which the submission is received provided it is before 5:00 P.M. Pacific Time on a business day, otherwise the next business day; or (3) if delivered by an overnight courier for next business day delivery, on the date of delivery to the address of the person specified to receive the notice. Notice of change of address will be given by written notice in the manner described in this Article 6. Notice delivered as specified will be deemed effective, even if the intended recipient rejects or refuses to accept the notice, or delivery cannot be made because the recipient failed to give notice of a changed address as required herein. Unless changed in the manner specified herein, the addresses for notices given pursuant to this Agreement is as follows:

If to LAVWMA:

LAVWMA  
Attn: General Manager  
7051 Dublin Blvd.  
Dublin, CA 94568  
Phone: (925) 875-2233  
Facsimile: (925) 828-4907  
Email: weir@lavwma.com

If to CONSULTANT: [Consultant Business Name]

Attn: \_\_\_\_\_  
[Street Address]  
[City, State, Zip]  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

**ARTICLE 7 - MISCELLANEOUS**

- 7.1. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms and conditions between the Parties regarding the Services specified herein, and supersedes all prior oral or written understandings or agreements between the Parties.
- 7.2. **Amendment.** This Agreement may only be modified by a written amendment duly authorized and executed by both Parties, except for the limited exception set forth in Section 3.1, Time, for LAVWMA's discretionary, unilateral extension of the Term.
- 7.3. **Assignment and Successors.** The Services are deemed unique and Consultant will not assign, transfer, subcontract or otherwise substitute its rights or obligations under this Agreement, in whole or in part hereunder without the prior written consent of LAVWMA. This Agreement is binding on the heirs, successors, and permitted assigns of the Parties.
- 7.4. **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the remaining provisions will continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to give effect to the intentions of the Parties.
- 7.5. **Counterparts.** This Agreement may be signed in counterparts and, when fully signed, such counterparts will have the same effect as if signed in one document.
- 7.6. **Choice of Law and Venue.** This Agreement and all matters relating to it will be governed by the laws of the State of California without reference to its choice of laws principles, and venue will be in a court of competent jurisdiction in Alameda County, California, and no other place.
- 7.7. **Waiver.** No failure on the part of either Party to exercise any right or remedy hereunder will operate as a waiver of any other right or remedy that Party may have hereunder. No waiver of a breach, failure of any condition, or any right or remedy provided under this Agreement will be binding upon the waiving Party unless such waiver is in a writing signed by an authorized representative of the waiving Party. No waiver of a breach, failure of any condition, or any right or remedy, will constitute a continuing waiver or a waiver of any other breach, failure of any condition, or right or remedy, whether past or future, similar or dissimilar, unless and only to the extent specified in the signed, written waiver.
- 7.8. **Force Majeure.** If either Party is delayed, hindered in, or prevented from performing any duty required under this Agreement due to an unforeseen event outside that Party's control, including strikes, lockouts, labor or material shortages, power outage, riots, insurrection, war, fire, major earthquake, or other catastrophic event ("**Force Majeure Event**"), performance of that duty will be excused for the period during which and to the

extent the Force Majeure Event delays, hinders, or prevents performance of that duty. Delay or failure to perform resulting from a lack of funds or from circumstances within a Party's control do not constitute Force Majeure Events.

- 7.9. **Dispute Resolution.** The Parties will attempt to resolve any disputes arising from or pertaining to this Agreement by informal negotiations, conducted in face-to-face meetings of the principal representatives of the Parties if possible. If the Parties are unable to resolve a dispute in whole or in part through informal negotiations, the Parties will seek to resolve the matters remaining in dispute through mediation with a qualified, neutral mediator that is acceptable to each Party, and at a mutually agreed-upon date, time, and location. Sufficiently in advance of the mediation to allow meaningful time for review, the Parties will provide each other and the mediator any documents or information that are reasonably necessary to resolve the matter to be mediated, subject to limitations applicable to confidential and privileged documents and information. The Parties will share the cost of the mediation equally, but each Party will bear its own costs to prepare for and participate in the mediation, including its own legal costs.
- 7.10. **Attorney's Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 7.11. **Interpretation.** In the event this Agreement is ever construed in any dispute between the Parties, it and each of its provisions will be deemed to have been prepared jointly by the Parties. The rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement.
- 7.12. **Provisions Deemed Included.** Every provision required by Laws to be included in this Agreement will be deemed included, and the Agreement will be construed and enforced as though such any such required provision was fully set forth herein.
- 7.13. **Headings.** The headings in this Agreement are included for convenience only and will not affect the construction of any provision in this Agreement nor affect any of the rights or obligations of the Parties.
- 7.14. **Authority.** Each individual executing this Agreement on behalf of a Party represents that he or she is duly authorized to sign and deliver the Agreement on behalf of that Party and that this Agreement is binding on such Party in accordance with its terms. The Agreement must be executed on behalf of Consultant as specified below, and upon request by LAVWMA, Consultant must promptly provide written evidence to LAVWMA's reasonable satisfaction, that the individual(s) executing this Agreement on behalf of Consultant is/are fully authorized to bind Consultant to this Agreement.
  - A. *Corporation.* If Consultant is a corporation, pursuant to Corporations Code section 313, the Agreement must be executed by two officers of the corporation as follows:

- (1) One signature by the chairperson, president, or any vice-president, and
  - (2) One signature by the secretary, any assistant secretary, chief financial officer, or any assistant treasurer.
- B. *Limited Liability Company.* If Consultant is a limited liability company (“**LLC**”), the Agreement must be executed by the chief executive of the LLC, or Consultant must attach a resolution of the LLC evidencing the authority of the signatory to bind the LLC.
- C. *Partnership.* If Consultant is a partnership, the Agreement must be signed by the managing partner or a partner authorized to execute agreements of this type on behalf of the partnership.
- D. *Sole Proprietorship.* If Consultant is a sole proprietorship, the Agreement must be signed by the owner.

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows.

**LIVERMORE-AMADOR VALLEY  
WATER MANAGEMENT AGENCY**

By: \_\_\_\_\_  
Charles V. Weir, General Manager

Date \_\_\_\_\_

Approved As To Form

By: \_\_\_\_\_  
Alexandra M. Barnhill, General Counsel

\_\_\_\_\_  
Consultant Business Name\*

By: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

By: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\*See Section 7.14, Authority, regarding Consultant's signature requirements.

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

**EXHIBIT B****Compensation**

LAVWMA will compensate Consultant for Services satisfactorily performed in compliance with the Agreement based on Consultant's approved hourly rates, as set forth in **Exhibit B-1, Rate Schedule** and authorized reimbursements, as specified below, up to the Cost Ceiling (as defined in Section 2.1 of the Agreement). Consultant is responsible for prudent management of its time and resources to provide the Services on a cost-effective basis. Compensation will be solely based on the following costs, all of which count toward the Cost Ceiling:

1. *Direct Labor.* Consultant's compensation will be based on the total number of hours each employee of Consultant spent performing the Services times the approved hourly rate for each such employee as set forth in Exhibit B-1, Rate Schedule, including any work performed on overtime or on holidays or weekends, unless otherwise required by Laws.
2. *Subconsultant Costs.* Services provided by authorized subconsultants will be compensated based on Consultant's direct cost plus a markup of not more than 10%. A copy of each subconsultant's invoice for Services must be submitted with Consultant's invoice for those Services.
3. *Other Direct Costs.* Consultant will be reimbursed, as set forth below, for certain reasonable, direct costs which are necessarily incurred to perform the Services, but without any additional mark-up and subject to appropriate documentation for costs actually incurred, which must be submitted with the invoice seeking such reimbursement. Consultant will not be entitled to compensation for costs that have not yet been incurred, or for costs that are not reasonable under the circumstances.
  - a. Subject to LAVWMA's prior written authorization, Consultant will be reimbursed for reasonable living and traveling expenses.
  - b. Consultant will be reimbursed for personal vehicle use, at the current IRS approved mileage rate.
  - c. Consultant will be reimbursed for reproduction of Work Product as required under this Agreement, based on reasonable local rates for bulk reproduction or at other reasonable rates approved by LAVWMA.
  - d. Consultant will be reimbursed for special overnight delivery or messenger services.

**EXHIBIT B-1**

**Rate Schedule**

Pursuant to Section 1 of Exhibit B, Compensation, Consultant will be compensated based on the following hourly rates, which may not be modified, except by a written amendment as specified in Section 7.2, Amendment, of the Agreement.

<u>Title/Position:</u>	<u>Hourly Rate:</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



**Exhibit B**

**To be inserted prior to issuance of the RFP**

**<insert map to DSRSD Treatment Plant>**

**Exhibit C**

**To be inserted prior to issuance of the RFP**

<insert Schematic of Existing LAVWMA system>

**Exhibit D**

**To be inserted prior to issuance of the RFP**

<insert Schematic of Existing Facilities at LAVWMA Export Pump Station>

**Exhibit E**

**To be inserted prior to issuance of the RFP**

<insert May 2004 Record Drawings, G-4, Pump Station Flow Schematic; G-5, Pump Station Equipment Numbers; G-6, Pump Station Hydraulic Profile; and G-7, Pump Station Equipment Schedules>

**Exhibit F**

**To be inserted prior to issuance of the RFP**

<insert Pump Station Inventory of selected equipment as maintained in DSRSD's maintenance management system>

**Exhibit G**

**To be inserted prior to issuance of the RFP**

<insert LAVWMA Pipelines Air Relief Valve Locations>

**Exhibit H**

**To be inserted prior to issuance of the RFP**

<insert copies of Quarterly Reports of Operations from July 2017 to June 2019

## **ITEM NO. 10 REQUEST FOR PROPOSAL FOR ENGINEERING SERVICES FOR THE MOTOR CONTROL CENTER REPLACEMENT PROJECT**

### **Action Requested**

Authorize the General Manager to issue a Request for Proposal (RFP) to provide Engineering Services for Export Pump Station Motor Control Center Replacement Project in substantially similar form to the RFP attached hereto, subject to minor modification by the General Manager and General Counsel. Also authorize the General Manager to form a Selection Committee to review the Proposals and award a Professional Services Agreement with the selected Proposer, if any, in an amount not to exceed \$250,000.

### **Summary**

One of the projects in the FY2019/2020 Budget is the replacement of the Motor Control Centers (MCC) at the Pump Station. Diep Nguyen was also asked to provide a design estimate for engineering services for this project. His estimate was for \$200,000, with a total project cost of \$1.2 million, including engineering services. His cost estimate was consistent with the Budget of \$1.1 million over two years.

The LAVWMA pump station consists of ten 500-600 horsepower pumps (6 @ 500 HP and 4 @ 600 HP) which pump the water through the LAVWMA forcemains over the Dublin Grade to San Francisco Bay for disposal. There are two Motor Control Centers (MCC) at the pump station; one for the 500 HP pumps and one for the 600 HP pumps. Each MCC has its own feeder and meter from PG&E. MCC-P1 was installed in 1979 and presently serves the six 500 HP pumps. MCC-P2 was installed in 2002 and presently serves the four 600 HP pumps. The motor starter equipment is obsolete and replacement parts are hard to procure. MCC-P2 has also served reliably since 2002 when it was originally installed. Like starters in MCC-P1, the starters in MCC-P2 are coming to the end of their useful life and need to be replaced with newer motor starters. This project will bring both MCCs to modern standards.

A Request for Proposal has been drafted for the Board's consideration. The Scope of Services includes the following:

1. Meet with LAVWMA, DSRSD, Pleasanton, and Livermore staff to review issues and address any identified questions.
2. Review provided records and others that may be provided during the course of this project and prepare plans, specifications, and engineer's estimate of cost, for use in preparing a full bid packet for the MCC Replacement Project.



Page 2

Agenda Explanation  
Livermore-Amador Valley  
Water Management Agency  
Board of Directors  
August 21, 2019

3. Assist in review and selection of most responsive responsible bidder. Assist in development of an agreement with the selected bidder.
4. Review and approve all submittals and contract change orders.
5. Provide inspection services during construction.
6. Provide technical assistance during startup following completion of the project.
7. Provide record drawings upon completion of the project.

Some modifications to the scope and proposed dates for a tour and interviews of proposers may be made following a detailed review of the RFP by members of the SAG. The estimated cost for this project is \$250,000. The attached RFP, **Item 10**, includes the agreement template that has been prepared by General Counsel. The other attachments are listed but not included in the packet. The list of attachments could be modified based on input from the SAG.

**Recommendation**

Authorize the General Manager to issue a Request for Proposal to provide Engineering Services for Export Pump Station Motor Control Center Replacement Project in substantially similar form to the RFP attached hereto, subject to minor modification by the General Manager and General Counsel. Also authorize the General Manager to form a Selection Committee to review the Proposals and award a Professional Services Agreement with the selected Proposer, if any, in an amount not to exceed \$250,000.

**Attachments**

**10.** Request for Proposal to provide Engineering Services for Export Pump Station Motor Control Center Replacement Project.

# **LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY**

## **Request for Proposal**

### **Engineering Services for Export Pump Station Motor Control Center Replacement Project**

**Please submit one copy of the Proposal electronically by 5:00 p.m., September 27, 2019 to:**

Charles V. Weir, General Manager  
Livermore-Valley Water Management Agency  
7051 Dublin Boulevard  
Dublin, CA 94568  
[weir@lavwma.com](mailto:weir@lavwma.com)  
510-410-5923

August 15, 2019

Request for Proposal – LAVWMA Pump Station Risk Analysis and Forcemain Inspection  
 August 15, 2019  
 Page 2

## **PROJECT DESCRIPTION**

The Livermore-Amador Valley Water Management Agency (LAVWMA) is a joint powers agency created in 1974 by the cities of Livermore and Pleasanton and the Dublin San Ramon Services District for the purpose of discharging their treated wastewater to San Francisco Bay. Operations began in September 1979 with expansions in 1983, 1987 and 2003 bringing it to its current maximum discharge capacity of 41.2 mgd. The wastewater is conveyed via a 16-mile pipeline from Pleasanton to San Leandro and enters the East Bay Dischargers Authority (EBDA) system for dechlorination and discharge through a deepwater outfall to the San Francisco Bay.

LAVWMA's facilities span from the City of Livermore to the San Francisco Bay. LAVWMA receives treated wastewater from wastewater treatment plants operated by the City of Livermore and the Dublin San Ramon Services District (DSRSD). The combined average dry weather flowrate from these two facilities is limited by the joint powers agreement to a maximum flowrate of 31.8 million gallons per day (mgd). LAVWMA facilities are designed to export a maximum flow of 41.2 mgd during wet weather events. The treated effluent from the two treatment plants flows by gravity to the LAVWMA Export Pump Station in Pleasanton.

At the Pump Station, the water is combined and equalized in LAVWMA's three storage basins, which can hold up to 18 million gallons of water. There is additional storage at the Livermore and DSRSD treatment plants. The reservoirs allow LAVWMA to store water during large rain events and provide flexibility during summer months to operate the pump station during off-peak energy hours when electricity is least expensive. The LAVWMA pump station consists of ten 500-600 horsepower pumps (6 @ 500 HP and 4 @ 600 HP) which push the water through the LAVWMA pipelines over the Dublin Grade to San Francisco Bay for disposal.

There are two Motor Control Centers (MCC) at the pump station; one for the 500 HP pumps and one for the 600 HP pumps. Each MCC has its own feeder and meter from PG&E. The description of this project from LAVWMA's approved FYE20 Budget is:

Pump Station Motor Control Center (MCC) and Soft Starter Upgrades	This will be a two-year project. The pump station has two 2300V MCC's, MCC-P1 and MCC-P2. MCC-P1 was installed in 1979 and presently serves the six 500HP pumps. MCC-P2 was installed in 2002 and presently serves the four 600HP pumps. MCC-P1 has served reliably for 35 years due to excellent maintenance from DSRSD staff and in 2001 the starters were retrofitted with new vacuum contactors. However, the motor starter equipment is obsolete and replacement parts are hard to procure. MCC-P2 has also served reliably since 2002 when it was originally installed. Like starters in MCC-P1,
---	--

Request for Proposal – LAVWMA Pump Station Risk Analysis and Forcemain Inspection  
 August 15, 2019  
 Page 3

	the starters in MCC-P2 are coming to the end of their useful life and need to be replaced with newer motor starters.
--	--

The project is listed as a two-year project since the pump station must be able to operate at all times. If the schedule and operating conditions allow, the project could be completed in the first year.

LAVWMA is accepting proposals from qualified engineering firms to provide electrical engineering design services for a Capital Project to replace the MCCs. The selected firm will prepare the plans and specifications for incorporation into a Public Works Bid Packet for the MCC Replacement Project. The selected firm will also assist in bid packet review, agreement review, submittal review and approval, and provide startup services upon completion of the MCC Replacement Project. The contract for professional services resulting from this Request for Proposal (RFP) shall include the furnishing of all labor, materials and services as set forth in the Scope of Services section of this RFP.

### **SCOPE OF SERVICES**

1. Meet with LAVWMA, DSRSD, Pleasanton, and Livermore staff to review issues and address any identified questions.
2. Review provided records and others that may be provided during the course of this project and prepare plans, specifications, and engineer's estimate of cost, for use in preparing a full bid packet for the MCC Replacement Project.
3. Assist in review and selection of most responsive responsible bidder. Assist in development of an agreement with the selected bidder.
4. Review and approve all submittals and contract change orders.
5. Provide inspection services during construction.
6. Provide technical assistance during startup following completion of the project.
7. Provide record drawings upon completion of the project.

### **GENERAL INFORMATION**

- 1. Pump Station Tour.** A non-mandatory tour of the LAVWMA Export Pump Station is scheduled for 10:00 a.m., Tuesday, September 17, 2019. The tour will begin at the DSRSD Treatment Plant, 7399 Johnson Drive, Pleasanton and then will proceed to the pump station

Request for Proposal – LAVWMA Pump Station Risk Analysis and Forcemain Inspection  
August 15, 2019  
Page 4

located approximately one-half mile away off Johnson Drive. A tour of the pipeline routes can be arranged upon request.

- 2. Submittal Information.** Firms shall email one electronic (PDF) copy of the Proposal to:

**Charles V. Weir, General Manager**  
**Livermore-Amador Valley Water Management Agency**  
**7051 Dublin Boulevard**  
**Dublin, CA 94568**  
**510-410-5923**  
[weir@lavwma.com](mailto:weir@lavwma.com)

Proposals must be received by 5:00 p.m., Friday, September 27, 2019 (“Proposal Deadline”). Proposals received after that time may not be considered. LAVWMA will open the Proposals on or after September 30, 2019. LAVWMA reserves the right to postpone the date and time for receiving and/or opening Proposals. Interviews with Firms may be held and if they are, they will be tentatively scheduled the week of October 7, 2019. The anticipated Agreement award date will be on or about October 21, 2019.

- 3. Requests for Information.** Questions or objections relating to the RFP, the RFP procedures, or the required Services may only be submitted via email to [weir@lavwma.com](mailto:weir@lavwma.com) at least five calendar days prior to the Proposal Deadline. Any questions or objections that are not submitted within the time and manner specified will be deemed waived. LAVWMA will not be bound by the oral representations of any LAVWMA staff or officials. LAVWMA reserves the right to issue addenda responding to such questions or objections, which will become part of the RFP. Addenda will be sent as promptly as is practical to all Firms to whom the RFP has been issued. Each Firm is solely responsible for reviewing any and all addenda before submitting its Proposal.

- 4. Reservation of Rights/Disclaimers.** Upon receipt, each Proposal becomes the sole property of LAVWMA and will not be returned to the Firm. Each Firm is solely responsible for the costs it incurs to prepare and submit its Proposal. LAVWMA reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP at any time, or to decline to award the Agreement to any of the Firms. LAVWMA reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. LAVWMA reserves the right to reject any Proposal that is determined to contain false, misleading, or materially incomplete information. No Firm may withdraw its Proposal for a period of 60 days after the date set for the opening of Proposals. Submission of a Proposal shall constitute a firm offer to LAVWMA and Firm shall be bound to the prices set forth in its Proposal for the duration of the Agreement, except as otherwise indicated in the Agreement.

Request for Proposal – LAVWMA Pump Station Risk Analysis and Forcemain Inspection  
August 15, 2019  
Page 5

## **PROPOSALS**

**1. Proposal Requirements.** Proposals shall include the following information presented in a clear, concise and comprehensive manner:

- A. Cover Letter (limit of two pages)  
Provide a cover letter containing a summary of the Proposal and the name, address, phone and email of the Firm's representative.
- B. Approach, Organization and Staffing (limit of five pages, exclusive of resumes)  
Explain the Firm's approach to performing the Services described herein. Include a comprehensive description of the resources and methodology that will be used to complete each element of the requested Services. Include a work plan of how you will staff and supervise performance of the Services. Provide the names of the proposed project manager and key personnel, along with their resumes. Describe the training and expertise of the personnel who will be assigned to provide Services to LAVWMA.
- C. Qualifications and Experience (limit of three pages)  
Describe the Firm's qualifications, experience, and similar projects. Identify a minimum of three current relevant projects that are similar in scope and nature to the Services set forth in this RFP, including client contact information for each project.
- D. Cost Proposal  
Provide a cost estimate for completing the Scope of Services. LAVWMA recognizes the difficulty in providing accurate estimates for the Services and will consider this in the evaluation of Proposals. Provide a rate schedule for proposed personnel.
- E. Schedule  
Provide a proposed schedule for completing the Services.

**2. Proposal Modifications.** Unauthorized conditions, omissions, limitations or provisos attached to a Proposal will render the Proposal non-responsive and may cause its rejection. Modification of a Proposal already received will be considered only if the modification is received prior to the Proposal Deadline. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original Proposal.

Request for Proposal – LAVWMA Pump Station Risk Analysis and Forcemain Inspection  
 August 15, 2019  
 Page 6

## **SELECTION PROCESS**

**1. Selection Process.** Proposals will be reviewed by a Selection Committee in accordance with this Section. LAVWMA may, at its option, select a Firm for the Services solely on the basis of the Proposals or may elect to conduct interviews with certain Firms to ask questions about or to obtain more detail on their submitted Proposals.

**2. Evaluation Criteria.** Proposals will be reviewed by a Selection Committee for responsiveness to this RFP and evaluated based on the following factors:

V

- Approach to the Services, including the proposed schedule 0 – 30 points
- Qualifications and Experience 0 – 30 points
- Cost Proposal 0 – 30 points
- Interviews (if requested) 0 – 10 points

**3. Scoring.** LA WMA will evaluate responsive Proposals according to the evaluation criteria set forth above in order to determine which Proposal provides the best value and is most advantageous to LAVWMA. Points will be awarded, as indicated above, based on the information provided in the Proposal and relative to meeting LAVWMA's best interests. Selection will be based on the total number of points awarded by the Selection Committee.

**4. Award.** LAVWMA will award the Agreement, if at all, to the Firm whose Proposal is determined by LAVWMA, acting in its sole discretion, to provide the best value and be the most advantageous to LAVWMA based on the criteria set forth above.

## **MISCELLANEOUS**

**1. Form of Agreement.** A copy of LAVWMA's standard Agreement for Consultant Services ("Agreement") is attached as Exhibit A to this RFP and incorporated herein. By submitting a Proposal, a Firm agrees that it will enter into the Agreement, using the attached form, with no exceptions to the form of the Agreement. Submission of a Proposal shall constitute acknowledgment, upon which LAVWMA may rely, that a Firm has thoroughly examined and is familiar with the Agreement. Failure or neglect of a Firm to receive or examine the Agreement shall in no way relieve them of any obligation with respect to their Proposal or to the Agreement.

**2. Insurance Requirements.** The selected Firm, if any, shall, at no cost to LAVWMA, obtain and maintain during the term of the Agreement, the insurance amounts listed in the Agreement attached as Exhibit A.

**3. Protest Procedures.** Any protest challenging LAVWMA's selection or the selection process must be submitted within five business days following LAVWMA's issuance of notice of its selection. The protest must be submitted in writing via email to [weir@lavwma.com](mailto:weir@lavwma.com), and

Request for Proposal – LAVWMA Pump Station Risk Analysis and Forcemain Inspection  
August 15, 2019  
Page 7

must clearly specify the basis of the protest. The protest will be reviewed by the General Manager in consultation with the General Counsel, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, LAVWMA reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

**4. Proposals are Public Records.** Firms are hereby informed that upon submittal of its Proposal to LAVWMA in accordance with this RFP, the Proposal is the property of LAVWMA. LAVWMA shall consider each Proposal subject to the public disclosure requirements of the California Records Act (California Government Code sections 6250, etc. seq.), unless there is a legal exception to public disclosure. If a Firm believes that any portion of its Proposal is subject to a legal exception to public disclosure, the Firm shall: (1) clearly mark the relevant portions of its Proposal as “Confidential” and (2) upon request from LAVWMA, identify the legal basis for exception from disclosure under the Public Records Act and (3) the Firm shall defend, indemnify and hold harmless LAVWMA regarding any claim by any third party for the public disclosure of the “Confidential” portion of the Proposal.

**5. Conflict of Interest.** LAVWMA employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Firm. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, and unlawful activities.

**6. Attachments.**

**Exhibit A:** Agreement for Consultant Services  
**Exhibit B:** Map to DSRSD Treatment Plant  
**Exhibit C:** Schematic of Existing LAVWMA system  
**Exhibit D:** Schematic of Existing Facilities at LAVWMA Export Pump Station  
**Exhibit E:** May 2004 Electrical and Instrumentation Record Drawings



Request for Proposal – Export Pump Station Motor Control Center Design Replacement Project  
August 15, 2019  
Page 8

**Exhibit A**

<insert Agreement for Consultant Services>

## AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“**Agreement**”) is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), by and between the Livermore-Amador Valley Water Management Agency (“**LAVWMA**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**Consultant**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

### RECITALS

A. LAVWMA is a joint powers agency organized pursuant to Government Code section 6500, et seq., whose member agencies are the Dublin San Ramon Services District and the Cities of Livermore and Pleasanton (“**Member Agencies**”),

B. LAVWMA requires \_\_\_\_\_ services in connection with the \_\_\_\_\_.

C. Consultant has agreed to perform those services, as more fully set forth in this Agreement.

Now, therefore, for good and sufficient mutual consideration set forth herein, the Parties agree as follows:

### ARTICLE 1 - SCOPE OF SERVICES

- 1.1. **Scope of Services.** Consultant agrees to provide the services set forth in **Exhibit A, Scope of Services**, which is attached hereto and incorporated herein (“**Services**”). The provisions in the body of this Agreement will take precedence over any conflicting or inconsistent terms in Exhibit A.
- 1.2. **Compliance with Law.** Consultant will perform the Services in compliance with all applicable federal, state and local laws, codes, ordinances, rules, regulations, and orders (collectively, “**Laws**”).
- 1.3. **Professional Competence.** Consultant represents and warrants that it has the professional skills and experience necessary to perform the Services and that it will perform the Services in a skillful and professional manner. Consultant further represents and warrants that it has all the necessary qualifications, licenses, or certifications to perform the Services, which will be maintained throughout the Term of this Agreement, as defined below. Consultant will perform the Services in a manner consistent with the best professional practices and standards for Consultant’s profession in Northern California. Neither LAVWMA’s acceptance of nor payment for the Services will operate as a waiver or release of any of Consultant’s obligations pursuant to this Agreement.
- 1.4. **Independent Contractor.** Consultant is an independent contractor and will have control over its work and the means and methods by which the Services are performed.

Consultant is not an employee of LAVWMA, which has no employees, and neither Consultant nor its employees or subconsultants is entitled to any health, retirement, or other such employee benefits from LAVWMA. Consultant warrants that it will not represent itself as an employee of LAVWMA. Except and only to the extent authorized under this Agreement, if at all, Consultant is not authorized to act as an agent of LAVWMA.

- 1.5. **Confidentiality.** Consultant agrees to maintain in confidence and not disclose to any person, public entity, or private entity, without LAVWMA's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of LAVWMA, including any data, information, technology, or material developed or obtained by Consultant during the performance of the Services.
- 1.6. **Ownership of Work Product.** Except as may otherwise be specified in Exhibit A, Scope of Services, all property rights, including copyrights, in any reports, studies, plans, specifications, drawings, diagrams, or other material prepared on behalf of LAVWMA pursuant to this Agreement, whether complete or incomplete, (collectively, "**Work Product**") will be and remain the sole property of LAVWMA. All Work Product not already provided to LAVWMA during the Term, as defined below, will be delivered to LAVWMA immediately upon completion of the Services, expiration of the Term, or termination of this Agreement, whichever occurs first. LAVWMA and its agents, employees, representatives, and assigns, may use the Work Product in whole or in part, or in modified form, for any purposes LAVWMA may deem appropriate without payment of any additional compensation to Consultant.
- 1.7. **Documentation.** Consultant will keep and maintain full and complete documentation and accounting records, employee time sheets, and correspondence pertaining to the performance of the Services, including Consultant's costs to perform the Services, and Consultant will make such documents available for review and/or audit by LAVWMA or LAVWMA's authorized representatives during normal business hours for at least four years following completion of the Services, expiration of the Term, or termination of this Agreement, whichever occurs first.
- 1.8. **Testimony.** Consultant agrees to testify at LAVWMA's request if litigation is brought against LAVWMA in connection with the Services. Unless the action is brought by Consultant or is based upon Consultant's alleged negligence or malfeasance, LAVWMA will compensate Consultant for its preparation and testimony at an hourly rate not to exceed Consultant's hourly rates for this Agreement, as set forth in Section 2.1, Compensation, and the exhibits incorporated therein.

## ARTICLE 2 - COMPENSATION

- 2.1. **Compensation.** LAVWMA will compensate Consultant for all Services fully performed in compliance with this Agreement to LAVWMA's satisfaction, as further specified in **Exhibit B, Compensation**, and accompanying **Exhibit B-1, Rate Schedule**, both of which are attached hereto and incorporated herein. Compensation for the Services will

not exceed \$\_\_\_\_\_ (“**Cost Ceiling**”), without prior written authorization by LAVWMA’s General Manager. Consultant will promptly notify LAVWMA in writing when the total amount it has invoiced meets or exceeds 90 percent of the Cost Ceiling.

- 2.2. **Invoices and Payment.** Consultant must submit monthly invoices in a form satisfactory to LAVWMA on or before the tenth day of each month for Services provided during the preceding calendar month. Each invoice must include, at a minimum, for each day that Services were provided: (a) the date that Services were provided; (b) a description of the Services provided; (c) the name, title/position, and hourly rate for each individual or subconsultant providing the Services; (d) the total time spent by each such individual or subconsultant providing the Services; (e) and itemized reimbursements as authorized in Section 3 of Exhibit B. The invoice must specify the starting and ending dates of the billing month covered by the invoice, the total amount due under the invoice, and the total amount billed to date, including all past invoices. Consultant must submit time and cost records as specified in Exhibit B, or as requested by LAVWMA, to substantiate its costs to perform the Services, including receipts for reimbursements and subconsultant invoices. LAVWMA reserves the right to withhold amounts in dispute based on Services not performed to LAVWMA’s satisfaction, damage caused by unexcused delay in Consultant’s performance of Services, or other material default of this Agreement. Within 30 days after receipt of an invoice submitted in compliance with this Section 2.2, LAVWMA will pay Consultant the amount due under the invoice, excepting only any disputed amounts, if any. Consultant will not stop or delay performance of the Services under this Agreement because of payment disputes with LAVWMA, but must comply with the dispute resolution procedures set forth in Section 7.9, Dispute Resolution.
- 2.3. **Final Payment.** LAVWMA will not release the final payment to Consultant until the Services have been fully completed to LAVWMA’s satisfaction, and LAVWMA has received all Work Product and deliverables required pursuant to this Agreement. Consultant will diligently continue and complete performance of the Services if the Services are not complete before Consultant’s total invoices exceed the amount of the Cost Ceiling.

### ARTICLE 3 - TIME OF PERFORMANCE

- 3.1. **Time.** Time is of the essence in the performance of all requirements of this Agreement. Unless terminated early pursuant to Section 3.2, Termination, this Agreement will remain in full force and effect until the Services are completed, which must be no later than \_\_\_\_\_, 20\_\_ (the “**Term**”). Consultant will diligently prosecute performance of the Services to ensure completion within the Term and in accordance with any milestones or schedule for completion as may be set forth or incorporated in Exhibit A, Scope of Services. Notwithstanding the foregoing, if the Services are not fully completed to LAVWMA’s satisfaction prior to expiration of the Term, LAVWMA, acting in its sole discretion, may unilaterally elect to extend the Term to allow for completion of Services, by giving written notice to Consultant prior to expiration of the Term.

- 3.2. **Termination.** Notwithstanding the foregoing, LAVWMA may elect to terminate this Agreement before expiration of the Term as follows:
- A. *Termination for Convenience.* LAVWMA may terminate this Agreement for convenience by giving seven business days written notice to Consultant. The notice of termination may include the effective date of the termination and instructions for submitting all Work Product to LAVWMA. If LAVWMA elects to terminate the Agreement without cause, it will pay Consultant for Services that LAVWMA determines have been satisfactorily provided up to the effective date of the termination, but LAVWMA may withhold final payment in part or in whole pending delivery to LAVWMA of all required Work Product.
  - B. *Termination for Cause.* If Consultant breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, LAVWMA may notify Consultant in writing of the breach, specifying the time within which the breach must be remedied. If Consultant fails to remedy or fails to take reasonable steps to remedy the breach as specified in the written notice, LAVWMA may terminate this Agreement immediately, by delivering written notice of termination to Consultant. The notice of termination may include the effective date of termination and instructions for submitting all Work Product to LAVWMA. Consultant will be entitled to payment for all Services that LAVWMA determines have been satisfactorily completed up to the effective date of termination, except that LAVWMA may deduct from final payment the total amount of any costs LAVWMA incurred because of Consultant's breach.
- 3.3. **Other Remedies.** Nothing in this Article 3 will be deemed to limit LAVWMA's rights or remedies under this Agreement.
- 3.4. **Survival.** The following provisions will survive expiration of the Term or termination of this Agreement: Section 1.5, Confidentiality; Section 1.6, Ownership of Work Product; Section 1.7, Documentation; Section 1.8, Testimony; Section 5.1, Indemnity; Article 6, Notices; and all provisions in Article 7, Miscellaneous, that relate to dispute resolution, litigation, and construction or interpretation of the Agreement.

#### ARTICLE 4 - DESIGNATED REPRESENTATIVES

- 4.1. **LAVWMA's Representative.** LAVWMA's General Manager is LAVWMA's primary representative for this Agreement, with responsibility and authority for administering and interpreting the terms and conditions of this Agreement, for matters relating to Consultant's performance under this Agreement, and for coordination between the Parties.
- 4.2. **Consultant Representative.** Consultant designates and LAVWMA hereby approves \_\_\_\_\_ as Consultant's primary representative for this Agreement, with immediate responsibility for the performance of the Services and for all matters relating to performance under this Agreement, including coordination between

the Parties. Any change in Consultant's designated representative is subject to prior written approval by LAVWMA's General Manager.

## ARTICLE 5 - INDEMNIFICATION AND INSURANCE

5.1. **Indemnification.** The terms and conditions set forth in subsection 5.1.A, Non-Design Professional, below, are applicable to this Agreement only if Consultant is not a "design professional" as that term is defined in and used in Civil Code section 2782.8. The terms and conditions set forth in subsection 5.1.B, Design Professional, below, are applicable to this Agreement only if Consultant is a "design professional" as that term is defined in and used in Civil Code section 2782.8.

- A. *Non-Design Professional.* Consultant will, to the full extent permitted by law, indemnify, hold harmless, and defend with counsel acceptable to LAVWMA at Consultant's sole expense, LAVWMA, its Member Agencies, and their respective governing bodies, officials, officers, employees, agents, and volunteers (collectively, "**Indemnified Parties**"), from and against all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, investigation costs, all legal costs and fees) (collectively, "**Liability**") of every nature arising out of or in connection with Consultant's performance of the Services and acts or omissions with respect to this Agreement, excepting only such Liability caused by the sole active negligence or sole willful misconduct of any one or more of the Indemnified Parties. This indemnification obligation is not limited by any limitation on the amount or type of damages payable under Workers' Compensation or other employee benefit acts or by insurance coverage limits, and will survive expiration or early termination of this Agreement. This paragraph does not apply to this Agreement if the Services are design professional services provided by a licensed architect, landscape architect, engineer, or land surveyor.
  
- B. *Design Professional.* To the full extent permitted by law, and subject to the limitations set forth in Civil Code section 2782.8, Consultant will indemnify, hold harmless, and defend with counsel acceptable to LAVWMA at Consultant's sole expense, LAVWMA, its Member Agencies, and their respective governing bodies, officials, officers, employees, agents, and volunteers (collectively, "**Indemnified Parties**"), from and against all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, investigation costs, all legal costs and fees) (collectively, "**Liability**") of every nature which arises out of, or pertains or relates to the negligence, recklessness, or willful misconduct of Consultant in performance of the Services, except such Liability caused by the active negligence, sole negligence, or willful misconduct of any one or more of the Indemnified Parties. This indemnification obligation is not limited by any limitation on the amount or type of damages payable under Workers' Compensation or other employee benefit acts or by insurance coverage limits, and will survive expiration or early termination of this Agreement. This paragraph applies to this Agreement only if

the Services are design professional services provided by a licensed architect, landscape architect, engineer, or land surveyor.

- 5.2. **Health and Safety.** Consultant may perform part of the Services at sites which contain unknown working conditions and contaminated materials. Consultant is solely responsible for the health and safety of Consultant's employees, agents, and subconsultants during the performance of the Services.
- 5.3. **Insurance.** Consultant must procure, provide, and maintain at all times during the Term of this Agreement, and for such additional periods as described herein, the insurance listed below with insurers that are licensed to do business in the State of California and which have an A.M. Best rating of no less than A:VII. The required insurance must cover the acts or omissions of Consultant, its employees, and its subconsultants relating to or arising from the performance of Services under this Agreement.
- A. *Comprehensive Automobile Liability Insurance.* Comprehensive Automobile Liability Insurance, issued on an occurrence basis, providing bodily injury liability and property damage, to protect against all liability arising out of the use of any owned, hired, or non-owned, passenger or commercial automobile, at a minimum amount of \$1,000,000 combined single limit and \$2,000,000 aggregate.
  - B. *Commercial General Liability Insurance.* Commercial General Liability Insurance, issued on an occurrence basis, with limits providing a minimum amount of \$1,000,000 combined single limit coverage for each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. The insurance must cover all operations including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by Consultant in this Agreement; (4) broad form property damage liability; (5) personal injury liability endorsement, including death; and (6) automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment.
  - C. *Professional Liability Insurance.* Professional Liability Insurance protecting against liabilities arising out of or in connection with negligent acts, errors, or omissions of Consultant, and Consultant's employees, agents, and subconsultants, in connection with this Agreement, at a minimum amount of \$1,000,000 combined single limit coverage and \$1,000,000 aggregate, on a claims made basis with a continuation of coverage extension for liabilities for two years from completion of the Services, expiration of the Term, or termination of the Agreement, whichever occurs first. The professional liability insurance must include coverage for contractual liability assumed by the Consultant under this Agreement.
  - D. *Workers Compensation Insurance.* Workers' Compensation insurance, occupational disease insurance and employer's liability insurance with minimum limits as required by Laws, covering all workplaces involved in this Agreement.

- E. *Certificates of Insurance.* Before beginning any Services under this Agreement, Consultant will provide LAVWMA with certificates of insurance evidencing that Consultant has obtained or maintains the insurance coverage required by this Section 5.3. The certificates must be on forms acceptable to LAVWMA. Each certificate of insurance must state, or include an endorsement stating, that the policy will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to LAVWMA, unless due to non-payment of premiums, in which case at least 10 days written notice must be provided.
- F. *Endorsements.* Consultant will also furnish LAVWMA with original endorsements in a form approved by LAVWMA, as follows:
- (1) Waiver of Subrogation: Consultant waives any right of subrogation and each required policy must include an endorsement waiving the insurer's right of subrogation against LAVWMA or LAVWMA's insurers.
  - (2) Additional Insured Coverage: The Automobile and Commercial General Liability policies must be endorsed to name LAVWMA, its Member Agencies, and their respective governing bodies, officials, officers, employees, agents, and volunteers (collectively, "**Additional Insureds**"), for all covered liability arising out of the operations by or on behalf of the named insured, and protecting the Additional Insureds against any and all liability for personal injury, death, or property damage or destruction arising directly or indirectly from performance or non-performance of the Services. Each additional insured endorsement must provide that the inclusion of more than one insured, including the Additional Insureds, will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.
  - (3) Primary Coverage: The insurance provided by Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss.
- G. *Additional Coverage.* Any insurance coverage carried by Consultant that is broader than or in excess of the specified minimum insurance requirements or limits specified above, including but not limited to any umbrella or excess insurance, will be available to the Additional Insureds for any covered liability. The requirements for coverage and limits will be the greater of: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.



- H. *Material Breach.* If Consultant fails to maintain insurance coverage or provided insurance documentation which is required pursuant to this Agreement, it will be deemed a material breach of this Agreement. LAVWMA, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, LAVWMA may elect to purchase the required insurance coverage, and without further notice to Consultant, may deduct from payment due to Consultant any premium costs incurred by LAVWMA for such insurance. These remedies are in addition to any other remedies available to LAVWMA for breach of this Agreement.
- I. *Subconsultants.* Before a subconsultant may perform Services pursuant to this Agreement, Consultant must submit evidence, including certificates of insurance and endorsements, that (1) the subconsultant is covered under Consultant's required policies, as specified above; or (2) the subconsultant has insurance coverage that meets or exceeds the minimum insurance requirements set forth in this Section 5.3.

## ARTICLE 6 - NOTICES

All notices or other communications hereunder must be in writing and personally delivered, transmitted electronically (including facsimile), or sent via a reputable overnight courier. Notice will be deemed received and effective as follows: (1) if personally delivered, on the date of delivery to the address of the person specified to receive such notice; (2) if transmitted electronically or by facsimile, on the date upon which the submission is received provided it is before 5:00 P.M. Pacific Time on a business day, otherwise the next business day; or (3) if delivered by an overnight courier for next business day delivery, on the date of delivery to the address of the person specified to receive the notice. Notice of change of address will be given by written notice in the manner described in this Article 6. Notice delivered as specified will be deemed effective, even if the intended recipient rejects or refuses to accept the notice, or delivery cannot be made because the recipient failed to give notice of a changed address as required herein. Unless changed in the manner specified herein, the addresses for notices given pursuant to this Agreement is as follows:

If to LAVWMA:

LAVWMA  
Attn: General Manager  
7051 Dublin Blvd.  
Dublin, CA 94568  
Phone: (925) 875-2233  
Facsimile: (925) 828-4907  
Email: weir@lavwma.com

If to CONSULTANT: [Consultant Business Name]

Attn: \_\_\_\_\_  
[Street Address]  
[City, State, Zip]  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

**ARTICLE 7 - MISCELLANEOUS**

- 7.1. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms and conditions between the Parties regarding the Services specified herein, and supersedes all prior oral or written understandings or agreements between the Parties.
- 7.2. **Amendment.** This Agreement may only be modified by a written amendment duly authorized and executed by both Parties, except for the limited exception set forth in Section 3.1, Time, for LAVWMA's discretionary, unilateral extension of the Term.
- 7.3. **Assignment and Successors.** The Services are deemed unique and Consultant will not assign, transfer, subcontract or otherwise substitute its rights or obligations under this Agreement, in whole or in part hereunder without the prior written consent of LAVWMA. This Agreement is binding on the heirs, successors, and permitted assigns of the Parties.
- 7.4. **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the remaining provisions will continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to give effect to the intentions of the Parties.
- 7.5. **Counterparts.** This Agreement may be signed in counterparts and, when fully signed, such counterparts will have the same effect as if signed in one document.
- 7.6. **Choice of Law and Venue.** This Agreement and all matters relating to it will be governed by the laws of the State of California without reference to its choice of laws principles, and venue will be in a court of competent jurisdiction in Alameda County, California, and no other place.
- 7.7. **Waiver.** No failure on the part of either Party to exercise any right or remedy hereunder will operate as a waiver of any other right or remedy that Party may have hereunder. No waiver of a breach, failure of any condition, or any right or remedy provided under this Agreement will be binding upon the waiving Party unless such waiver is in a writing signed by an authorized representative of the waiving Party. No waiver of a breach, failure of any condition, or any right or remedy, will constitute a continuing waiver or a waiver of any other breach, failure of any condition, or right or remedy, whether past or future, similar or dissimilar, unless and only to the extent specified in the signed, written waiver.
- 7.8. **Force Majeure.** If either Party is delayed, hindered in, or prevented from performing any duty required under this Agreement due to an unforeseen event outside that Party's control, including strikes, lockouts, labor or material shortages, power outage, riots, insurrection, war, fire, major earthquake, or other catastrophic event ("**Force Majeure Event**"), performance of that duty will be excused for the period during which and to the

extent the Force Majeure Event delays, hinders, or prevents performance of that duty. Delay or failure to perform resulting from a lack of funds or from circumstances within a Party's control do not constitute Force Majeure Events.

- 7.9. **Dispute Resolution.** The Parties will attempt to resolve any disputes arising from or pertaining to this Agreement by informal negotiations, conducted in face-to-face meetings of the principal representatives of the Parties if possible. If the Parties are unable to resolve a dispute in whole or in part through informal negotiations, the Parties will seek to resolve the matters remaining in dispute through mediation with a qualified, neutral mediator that is acceptable to each Party, and at a mutually agreed-upon date, time, and location. Sufficiently in advance of the mediation to allow meaningful time for review, the Parties will provide each other and the mediator any documents or information that are reasonably necessary to resolve the matter to be mediated, subject to limitations applicable to confidential and privileged documents and information. The Parties will share the cost of the mediation equally, but each Party will bear its own costs to prepare for and participate in the mediation, including its own legal costs.
- 7.10. **Attorney's Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 7.11. **Interpretation.** In the event this Agreement is ever construed in any dispute between the Parties, it and each of its provisions will be deemed to have been prepared jointly by the Parties. The rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement.
- 7.12. **Provisions Deemed Included.** Every provision required by Laws to be included in this Agreement will be deemed included, and the Agreement will be construed and enforced as though such any such required provision was fully set forth herein.
- 7.13. **Headings.** The headings in this Agreement are included for convenience only and will not affect the construction of any provision in this Agreement nor affect any of the rights or obligations of the Parties.
- 7.14. **Authority.** Each individual executing this Agreement on behalf of a Party represents that he or she is duly authorized to sign and deliver the Agreement on behalf of that Party and that this Agreement is binding on such Party in accordance with its terms. The Agreement must be executed on behalf of Consultant as specified below, and upon request by LAVWMA, Consultant must promptly provide written evidence to LAVWMA's reasonable satisfaction, that the individual(s) executing this Agreement on behalf of Consultant is/are fully authorized to bind Consultant to this Agreement.
- A. *Corporation.* If Consultant is a corporation, pursuant to Corporations Code section 313, the Agreement must be executed by two officers of the corporation as follows:

- (1) One signature by the chairperson, president, or any vice-president, and
  - (2) One signature by the secretary, any assistant secretary, chief financial officer, or any assistant treasurer.
- B. *Limited Liability Company.* If Consultant is a limited liability company (“LLC”), the Agreement must be executed by the chief executive of the LLC, or Consultant must attach a resolution of the LLC evidencing the authority of the signatory to bind the LLC.
- C. *Partnership.* If Consultant is a partnership, the Agreement must be signed by the managing partner or a partner authorized to execute agreements of this type on behalf of the partnership.
- D. *Sole Proprietorship.* If Consultant is a sole proprietorship, the Agreement must be signed by the owner.

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows.

**LIVERMORE-AMADOR VALLEY  
WATER MANAGEMENT AGENCY**

By: \_\_\_\_\_  
Charles V. Weir, General Manager

Date \_\_\_\_\_

Approved As To Form

By: \_\_\_\_\_  
Alexandra M. Barnhill, General Counsel

\_\_\_\_\_  
Consultant Business Name\*

By: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name and Title

By:\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
Name and Title

\*See Section 7.14, Authority, regarding Consultant’s signature requirements.

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

**EXHIBIT B****Compensation**

LAVWMA will compensate Consultant for Services satisfactorily performed in compliance with the Agreement based on Consultant's approved hourly rates, as set forth in **Exhibit B-1, Rate Schedule** and authorized reimbursements, as specified below, up to the Cost Ceiling (as defined in Section 2.1 of the Agreement). Consultant is responsible for prudent management of its time and resources to provide the Services on a cost-effective basis. Compensation will be solely based on the following costs, all of which count toward the Cost Ceiling:

1. *Direct Labor.* Consultant's compensation will be based on the total number of hours each employee of Consultant spent performing the Services times the approved hourly rate for each such employee as set forth in Exhibit B-1, Rate Schedule, including any work performed on overtime or on holidays or weekends, unless otherwise required by Laws.
2. *Subconsultant Costs.* Services provided by authorized subconsultants will be compensated based on Consultant's direct cost plus a markup of not more than 10%. A copy of each subconsultant's invoice for Services must be submitted with Consultant's invoice for those Services.
3. *Other Direct Costs.* Consultant will be reimbursed, as set forth below, for certain reasonable, direct costs which are necessarily incurred to perform the Services, but without any additional mark-up and subject to appropriate documentation for costs actually incurred, which must be submitted with the invoice seeking such reimbursement. Consultant will not be entitled to compensation for costs that have not yet been incurred, or for costs that are not reasonable under the circumstances.
  - a. Subject to LAVWMA's prior written authorization, Consultant will be reimbursed for reasonable living and traveling expenses.
  - b. Consultant will be reimbursed for personal vehicle use, at the current IRS approved mileage rate.
  - c. Consultant will be reimbursed for reproduction of Work Product as required under this Agreement, based on reasonable local rates for bulk reproduction or at other reasonable rates approved by LAVWMA.
  - d. Consultant will be reimbursed for special overnight delivery or messenger services.

**EXHIBIT B-1**

**Rate Schedule**

Pursuant to Section 1 of Exhibit B, Compensation, Consultant will be compensated based on the following hourly rates, which may not be modified, except by a written amendment as specified in Section 7.2, Amendment, of the Agreement.

<u>Title/Position:</u>	<u>Hourly Rate:</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>



Request for Proposal – Export Pump Station Motor Control Center Design Replacement Project  
August 15, 2019  
Page 9

**Exhibit B**

**To be inserted prior to issuance of the RFP**

<insert map to DSRSD Treatment Plant>

Request for Proposal – Export Pump Station Motor Control Center Design Replacement Project  
August 15, 2019  
Page 10

**Exhibit C**

**To be inserted prior to issuance of the RFP**

<insert Schematic of Existing LAVWMA system>

Request for Proposal – Export Pump Station Motor Control Center Design Replacement Project  
August 15, 2019  
Page 11

**Exhibit D**

**To be inserted prior to issuance of the RFP**

<insert Schematic of Existing Facilities at LAVWMA Export Pump Station>

Request for Proposal – Export Pump Station Motor Control Center Design Replacement Project  
August 15, 2019  
Page 12

**Exhibit E**

**To be inserted prior to issuance of the RFP**

<insert May 2004 Electrical and Instrumentation Record Drawings >

Page 1

Agenda Explanation  
Livermore-Amador Valley  
Water Management Agency  
Board of Directors  
August 21, 2019

**ITEM NO. 11 APPROVAL OF AN EXTENSION OF THE EAST BAY DISCHARGERS  
AUTHORITY / LIVERMORE-AMADOR VALLEY WATER MANAGEMENT  
AGENCY MASTER AGREEMENT FOR A PERIOD NOT TO EXCEED ONE YEAR**

**Action Requested**

Authorize the Chair, General Manager, and General Counsel to negotiate the terms and execute an extension to the Master Agreement with East Bay Dischargers Authority (EBDA) for a period not to exceed one year.

**Summary**

The Master Agreement with EBDA, copy attached, coincides with EBDA's Joint Powers Agreement (JPA) and terminates on January 1, 2020. EBDA and its member agencies are currently negotiating a new JPA with an anticipated term of twenty years. Although progress has been made, it is not certain that the EBDA JPA will be finalized prior to its expiration. The Staff Advisory Group (SAG) has been discussing EBDA agreement issues for the last several months. There is consensus on the need to continue service through EBDA beyond 2020 as well as the major points for a new agreement. However, there has been no discussion with EBDA since they are preoccupied with their own JPA.

The SAG has concluded that it is in LAVWMA's best interests to extend the existing agreement for a period not to exceed one year. EBDA's General Manager (GM) has asked the LAVWMA GM if LAVWMA would be willing to extend the agreement. The LAVWMA GM indicated a willingness to present that to his Board. The intent of an extension is to ensure continued operations with no change in the terms and conditions of the Master Agreement, other than the date the agreement terminates. It should also be noted that LAVWMA has paid off the buy-in fee described in Section 6.3 of the Master Agreement.

**Recommendation**

Authorize the Chair, General Manager, and General Counsel to negotiate the terms and execute an extension to the Master Agreement with East Bay Dischargers Authority for a period not to exceed one year.

**Attachments**

**11.** EBDA / LAVWMA Master Agreement dated April 26, 2007.

**EAST BAY DISCHARGERS AUTHORITY**  
**LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY**

**MASTER AGREEMENT**

**April 26, 2007**

LIVERMORE-AMADOR VALLEY  
WATER MANAGEMENT AGENCY  
7051 Dublin Boulevard  
P.O. Box 2945  
Dublin, CA 94568  
Ph (925) 551-4841  
Fax (925) 828-4907  
[www.lavwma.com](http://www.lavwma.com)

EAST BAY DISCHARGERS  
AUTHORITY  
2651 Grant Avenue  
San Lorenzo, CA 94580  
Ph (510) 278-5910  
Fax (510) 278-6547  
[www.ebda.org](http://www.ebda.org)

## TABLE OF CONTENTS

RECITALS .....	4
1. PRIOR AGREEMENTS SUPERSEDED.....	6
2. DEFINITIONS.....	6
3. AUTHORIZATION TO CONNECT TO THE EBDA SYSTEM.....	7
4. LAVWMA’S RIGHT OF DISCHARGE .....	7
4.1 GENERAL RIGHT OF DISCHARGE .....	7
4.2 INTERRUPTIBLE CAPACITY.....	7
4.3 EBDA’S EXCESS CAPACITY.. .....	8
4.4 LAVWMA’S ALTERNATE TEMPORARY DISPOSAL OPTIONS .....	8
4.5 LAVWMA’S ALTERNATE PERMANENT DISPOSAL OPTIONS .....	8
4.6 LAVWMA’S RELEASE OF ALL CLAIMS AS TO CAPACITY .....	8
4.7 EBDA’S TEMPORARY USE OF LAVWMA’S CAPACITY. ....	9
5. OPERATION OF LAVWMA FACILITIES .....	9
5.1 AVOIDANCE OF DISRUPTION TO EBDA FACILITIES .....	9
5.2 REPAIRS OR REPLACEMENT OF EBDA FACILITIES NECESSITATED BY LAVWMA OPERATIONS .....	10
5.3 OWNERSHIP OF FACILITIES.....	10
5.4 OPERATION REQUIREMENTS .....	10
5.5 LAVWMA’S FAILURE TO INTERRUPT FLOW - INDEMNIFICATION AND REMEDIES .....	11
5.6 ADDITIONAL INSUREDS.....	12
5.7 DAMAGE TO OR DESTRUCTION OF EBDA SYSTEM .....	12
5.8 MONITORING AND REPORTING.....	13
5.9 WASTEWATER DISCHARGE REQUIREMENTS .....	14
5.10 FAILURE TO MEET DISCHARGE REQUIREMENTS .....	14
5.11 OWNERSHIP OF WASTEWATER .....	15
6. LAVWMA’S FINANCIAL PARTICIPATION IN THE EBDA SYSTEM .....	16
6.1 OPERATIONS AND MAINTENANCE .....	16
6.2 CAPITAL PROJECT COSTS.....	16
6.3 CAPITAL BUY-IN: .....	16
6.4 LAVWMA FAILURE TO COMPLY WITH FINANCIAL TERMS .....	17
7. MUTUAL INDEMNIFICATION .....	17
8. TERM OF THE AGREEMENT.....	18
9. AMENDMENT OR EXTENSION OF AGREEMENT .....	18
10. ENTIRE AGREEMENT.....	18
11. NO MATERIAL CHANGE .....	19
12. SEVERABILITY .....	19
13. COSTS / ATTORNEYS FEES.....	19
14. NON-ASSIGNMENT BY LAVWMA.....	19

15. MEDIATION OR NON-BINDING ARBITRATION ..... 20

16. DISSOLUTION OR MODIFICATION OF EITHER PARTY ..... 20

    16.1 DISSOLUTION OR MODIFICATION OF EBDA..... 20

    16.2 DISSOLUTION OR MODIFICATION OF LAVWMA ..... 21

17. NOTICES..... 21

EXHIBIT A



**MASTER AGREEMENT TO PROVIDE SEWER SYSTEM DISCHARGE SERVICES  
BETWEEN EAST BAY DISCHARGERS AUTHORITY  
AND LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY**

This Agreement is made between East Bay Dischargers Authority (a Joint Powers Agency comprised of the Cities of Hayward and San Leandro, Oro Loma Sanitary District, Castro Valley Sanitary District, and Union Sanitary District), hereinafter referred to as “EBDA” and Livermore-Amador Valley Water Management Agency (a Joint Powers Agency comprised of the Cities of Livermore and Pleasanton and the Dublin San Ramon Services District (DSRSD)) hereinafter referred to as “LAVWMA” EBDA and LAVWMA are collectively referred to herein as the “Parties.” This agreement shall hereinafter be referred to as the “Master Agreement.”

**Recitals**

WHEREAS, EBDA owns, operates and maintains pump stations and a forcemain and outfall system (hereinafter referred to as the “EBDA system”) extending from central and southern Alameda County to a deepwater discharge into the San Francisco Bay which receives and discharges treated wastewater from EBDA member agencies in compliance with federal and state water quality requirements; and

WHEREAS, LAVWMA owns, operates and maintains facilities for the collection and treatment of wastewater (hereinafter referred to as the “LAVWMA facilities”) generated by LAVWMA member agencies which is exported to and through the EBDA system and discharged into the San Francisco Bay; and

WHEREAS, as between LAVWMA and EBDA, as joint powers authorities and not as between the individual agencies making up said joint powers authorities, the export of wastewater from LAVWMA to EBDA is currently governed by the following agreements:

- 1) East Bay Dischargers Authority - Livermore-Amador Valley Water Management Agency (February 1, 1978);
- 2) First Amendment To East Bay Dischargers Authority - Livermore-Amador Valley Water Management Agency Agreement (March 26, 1981);
- 3) Agreement To Provide Additional System Discharge Services Between East Bay Dischargers Authority And Livermore - Amador Valley Water Management Agency (June 20, 1985);
- 4) First Amendment To Agreement To Provide Additional System Discharge Services Between East Bay Dischargers Authority And Livermore - Amador Valley Water Management Agency (February 18, 1993);
- 5) Second Amendment To East Bay Dischargers Authority - Livermore-Amador Valley Water Management Agency Agreement (February 18, 1993);
- 6) 1998 Interim Agreement To Provide Additional System Discharge Service Between East Bay Dischargers Authority And Livermore- Amador Valley Water Management Agency (March 18, 1998).

The above agreements shall hereinafter be referred to collectively as the “Prior Agreements”;  
and

WHEREAS, there are numerous separate agreements between member agencies of EBDA, and/or EBDA and/or member agencies of LAVWMA, and/or LAVWMA, which are not affected or modified by this Master Agreement (the “Individual Contracts”)

WHEREAS, LAVWMA exports its wastewater through its facilities constructed near or through the jurisdictions of certain EBDA member agencies, per terms of Individual Contracts, connecting to a point approximately one mile north of EBDA’s Oro Loma Pump Station for ultimate discharge into San Francisco Bay; and

WHEREAS, under the terms of the Prior Agreements, EBDA and LAVWMA, as joint powers authorities, have established certain standards as to the scope and conditions under which LAVWMA’s export of wastewater to and through the EBDA system has been accommodated, including, but not limited to allocation of capacity rights to LAVWMA and allocation of costs to

LAVWMA for the use of the EBDA system, at all times, however, subject to certain of the Individual Contracts; and

WHEREAS, the parties wish to execute a Master Agreement which will, in all respects, supersede the Prior Agreements, but in no way affect the Individual Contracts, for the purposes of consolidating all relevant provisions contained in the Prior Agreements into one document and for the purpose of eliminating redundant and obsolete provisions contained therein.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good, adequate, independent and sufficient consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Prior Agreements Superseded**

Upon execution of this Master Agreement by both parties, the Prior Agreements described in the above recitals, will be superseded and will have no further force or effect.

2. **Definitions**

For purposes of this Master Agreement, the following terms are defined as follows:

2.1 “EBDA’s Design Capacity” The agreed upon capacity of 189.1 million gallons per day of the EBDA System as it is currently designed to accept and discharge wastewater.

2.2 “EBDA’s Excess Capacity” Any actual capacity of the EBDA System, at any particular time, to accept and discharge wastewater in excess of EBDA’s Design Capacity.

2.3 “MGD” Million gallons per day.

2.4 “PWWF” (Peak Wet Weather Flow) The instantaneous rate of flow in MGD, made up of dry weather flow plus the infiltration and inflow flows typically found as a result of a precipitation event, as measured at LAVWMA’s monitoring station located approximately one mile north of EBDA’s Oro Loma Pump Station.

2.5 “Treated Wastewater” Wastewater which complies with all National Pollutant Discharge Elimination System (NPDES) permit requirements imposed upon EBDA as well as NPDES permit requirements imposed directly upon LAVWMA or its member agencies by any regulatory agency.

3. **Authorization to Connect to the EBDA System**

LAVWMA is authorized by EBDA to connect its wastewater line to EBDA’s System along EBDA’s forcemain north of the Oro Loma Pump Station and south of the Marina Outfall and to discharge its treated wastewater in and through the EBDA forcemain subject to the provisions, limitations and conditions of this Master Agreement.

4. **LAVWMA’s Right of Discharge**

4.1 General Right of Discharge. Subject to the provisions, limitations and conditions of this Master Agreement, LAVWMA shall have the right to discharge a total of 41.2 MGD PWWF into the EBDA system, which right consists of Firm Capacity of 19.72 MGD and 21.48 MGD of “Interruptible Capacity”.

4.2 Interruptible Capacity. LAVWMA’s “Interruptible Capacity” refers to that capacity which exceeds LAVWMA’s Firm Capacity of 19.72 MGD and which is restricted to the difference between EBDA’s Design Capacity of 189.1 MGD and the actual total combined instantaneous flow from all EBDA member agencies plus LAVWMA’s Firm Capacity of 19.72 MGD which occurs at any particular time.

LAVWMA’s Interruptible Capacity is thus variable and dynamic as the actual flow rate changes continuously throughout any given hour, day, and season. As an example, assuming an EBDA Design Capacity of 189.1 MGD, if the combined actual flow from all EBDA member agencies reaches 169.4 MGD, then the LAVWMA capacity to discharge treated wastewater into

the EBDA system beyond its Firm Capacity of 19.72 MGD would be zero and, hence, interrupted.

4.3 EBDA's Excess Capacity. In the event that the EBDA system produces an actual instantaneous capacity greater than its Design Capacity, EBDA may allow LAVWMA the right to use this "Excess Capacity" for short duration peak flows on an interruptible basis, but at all times subject to the paramount rights of EBDA and its member agencies to utilize all or any portion of such excess capacity for discharge of wet and dry weather flows.

4.4 LAVWMA's Alternate Temporary Disposal Options. LAVWMA shall provide disposal options for all interruptible flows in accordance with the measures and timetables described in LAVWMA's certified EIR for its Export Expansion Project and in compliance with current and future NPDES permits; provided, however, that such disposal options must be capable of allowing LAVWMA to immediately interrupt its flows above 19.72 MGD when requested by EBDA as herein provided and must be fully operational so as to coincide with increases in dry weather flows and PWWF of LAVWMA member agencies.

4.5 LAVWMA's Alternate Permanent Disposal Options. LAVWMA, and its member agencies, recognize that over time the likelihood of interruption by EBDA is expected to increase and will require future planning and additional facilities. In that event, it will be the responsibility of LAVWMA to provide alternate means of disposing of the interrupted flows of LAVWMA.

4.6 LAVWMA'S Release of all Claims as to Capacity. The parties, in entering this Master Agreement, have done so in order to formalize a granting of Interruptible Capacity in lieu of pursuing adversarial actions including but not limited to legislation, direct, or inverse condemnation. In addition, LAVWMA relinquishes all claims to any Excess Capacity and any

Interruptible Capacity in the EBDA system above the currently specified Interruptible Capacity of 21.48 MGD (which itself can be interrupted to the point of nonexistence at the direction of EBDA) unless this agreement is amended in writing by the parties.

4.7 EBDA's Temporary Use of LAVWMA's Capacity. EBDA shall not do anything within EBDA's control which would injure or prohibit LAVWMA from utilizing the Firm Capacity set forth herein. If EBDA wishes to utilize any portion of LAVWMA's Firm Capacity, which is not in actual use by LAVWMA or necessary for LAVWMA's anticipated needs, EBDA shall submit a written proposal to LAVWMA detailing the nature, duration and volume of the proposed usage. LAVWMA may give its written permission, subject to any conditions negotiated by the parties for usage of LAVWMA's Firm Capacity by EBDA. The parties agree and understand that if any unused LAVWMA Firm Capacity is available, this capacity may be used by EBDA for short duration peak flows provided such usage does not jeopardize the flows of LAVWMA's Firm Capacity in the EBDA System. LAVWMA retains complete ownership of the discharge rights for the amount of Firm Capacity set forth in this Master Agreement. LAVWMA may transfer or sell to EBDA or to any EBDA member agency any portion of its Firm Capacity rights described in this Master Agreement which LAVWMA determines is unnecessary for its future needs. LAVWMA may not transfer or sell to anyone any portion of its right to Interruptible Capacity, or of its right to Excess Capacity, without the prior written consent of EBDA and each EBDA member agency which consent can be denied in the sole discretion of EBDA or any EBDA member agency.

## 5. Operation of LAVWMA Facilities

5.1 Avoidance of Disruption to EBDA Facilities. Certain LAVWMA facilities for the transportation and discharge of wastewater into the EBDA system must necessarily traverse the

jurisdictions of some or all of EBDA's member agencies. LAVWMA agrees that the construction, operation and repair of these facilities will be performed in such a manner as to avoid or minimize disruption of the services provided by these member agencies and shall further be performed in a manner which will provide a minimum of inconvenience to the residents of these member agencies as well as to the general public and in a manner consistent with certain of the Individual Contracts.

5.2 Repairs or Replacement of EBDA Facilities Necessitated by LAVWMA Operations.

LAVWMA will promptly make any repairs or replacements to any EBDA member agency's facilities necessitated by LAVWMA's construction, operation or repair activities in conformance with the standards, procedures, and specifications of EBDA and its member agencies having jurisdiction, and certain of the Individual Contracts, and that neither EBDA nor its member agencies will incur any costs for relocation of their respective facilities or for any damages sustained by EBDA or its member agencies as a result of the construction, operation or repair of any LAVWMA facilities.

5.3 Ownership of Facilities. EBDA shall own the physical facilities known as the pump stations, forcemain, and outfall system and, in addition, shall own the connection link (consisting of a tee and valve) at LAVWMA's point of connection north of the Oro Loma Pump Station.

5.4 Operation Requirements. LAVWMA will design, operate and maintain its facilities at no cost to EBDA such that the maximum pressure on a closed valve at the point of connection to EBDA's System will not exceed an equivalent water surface elevation of 65 feet above mean sea level. EBDA's valve at the point of connection shall be operated only by EBDA only after providing oral or written notice to LAVWMA.

It is anticipated that either EBDA or LAVWMA may be required to discontinue service from time to time for inspection, maintenance and repair of each party's respective facilities, in which event each shall give the other adequate advance written notice for the other to make provisions for adequate disposal, to isolate the two systems, and to protect each system from damage. In the event that either party makes or causes any significant change in the operation of its facilities that would foreseeably affect the other, it shall advise the other either orally or in writing as soon as such change is known.

In the event of an emergency requiring an immediate shut-down or isolation of either EBDA's or LAVWMA's facilities, both parties shall coordinate their operations and jointly take the affected facility out of service to avoid or minimize damage to either party's facilities.

Each party shall operate and maintain its respective system so as not to damage the other party's system. Each party shall hold the other free and harmless from all liability or damage incurred by the other or by a third party as a direct and proximate result of any failure by such party to properly operate and maintain its system.

5.5 LAVWMA's Failure to Interrupt Flow - Indemnification and Remedies. If LAVWMA fails to interrupt flow immediately upon proper notification and request, LAVWMA shall indemnify EBDA and the EBDA member agencies from all direct or consequential damages as well as from any increased costs, including, but not limited to, increased operation and maintenance costs for EBDA or its member agencies, and from any regulatory actions or third party lawsuits and further provide legal defense for EBDA and its member agencies together with all related costs thereto. In addition, and notwithstanding the remedies provided elsewhere in this Master Agreement, either party may seek equitable relief against the other for violation of this Master Agreement. With respect to LAVWMA's responsibility to interrupt its flow upon



flow upon proper notification and request, it is difficult, if not impossible, to determine EBDA's or EBDA's member agencies direct or consequential damages due to any failure of LAVWMA to interrupt its flow. Therefore, the parties agree that a court of competent jurisdiction, in addition to granting any other legal or equitable relief, may issue specific orders directing LAVWMA or its member agencies to interrupt such flow in the event of any such failure. Notwithstanding any provision herein to the contrary, no provision of this Master Agreement shall be construed as consent on the part of EBDA or any EBDA member agency to LAVWMA's failure to interrupt flow.

5.6 Additional Insureds. At all times, LAVWMA shall name EBDA and its member agencies as additional insureds on its liability policies and, if unable to do so, shall procure new liability policies in the name of EBDA and its member agencies providing EBDA and its member agencies liability insurance similar to that maintained by LAVWMA for itself and its own member agencies.

5.7 Damage to or Destruction of EBDA System. Notwithstanding any provision of this Master Agreement to the contrary, in the event that the EBDA system is damaged or destroyed by causes beyond the control or responsibility of EBDA such that LAVWMA flows covered under this Master Agreement cannot be accommodated in the EBDA system, EBDA shall not be liable to LAVWMA or its member agencies for failure to provide the services described herein. EBDA will use its best efforts to repair its system and restore service within a reasonable time. During this period of time, LAVWMA flows that cannot be accommodated within the EBDA system shall be exempt from operation and maintenance cost as described in Paragraph 6.1 of this Master Agreement. In the event that EBDA cannot restore service within a reasonable time,

the parties will negotiate in good faith to amend the terms of this Master Agreement to reflect changed conditions.

5.8 Monitoring and Reporting. LAVWMA shall maintain a sampling and monitoring facility along its pipeline within one mile of the point of connection to the EBDA system. The facility shall contain an automatic proportional sampler to collect that information necessary to determine that the quality of LAVWMA's treated effluent meets all wastewater discharge requirements described in Paragraph 5.9 herein. LAVWMA shall arrange to have the samples collected, analyzed, and reported to EBDA within 10 days after the end of each calendar month and within ten days of a request from EBDA for sampling and testing to identify a wastewater discharge requirement violation in accordance with applicable and state-of-the-art laboratory procedures. In addition, LAVWMA will measure the instantaneous rate of flow, totalized flow, chlorine residual, and pressure in its pipeline and shall transmit that data to an EBDA operation center within five miles of the point of monitoring. Transmission of data to EBDA shall include equipment and transmission of signal, at LAVWMA's sole cost, to provide for a visual indicator, plus a printed record (chart or data logger) that is compatible with EBDA's Supervisory Control and Data Acquisition System (SCADA).

EBDA shall monitor the outfall effluent discharge and receiving waters in accordance with procedure and requirements of the appropriate regulatory agencies.

The parties shall have a mutual right of inspection and auditing of financial operation and maintenance records, monitoring and metering equipment and facilities for purposes, including but not limited to, calibrating the equipment, taking samples, and reviewing records; provided, however, that each party shall exercise this right through their respective managers and in otherwise reasonable manner.

Each party shall provide the other party with monthly reports on the quantity and quality of effluent which is discharged by each party and its member agencies into the EBDA System.

LAVWMA will report to EBDA as soon as possible, but within 24 hours, any violation of the wastewater requirement of Paragraph 5.9 of this Master Agreement. A written statement of the probable cause and the nature and time schedule for corrective action being taken or to be taken will be furnished to EBDA as soon as practicable.

5.9 Wastewater Discharge Requirements. Under the provisions of this Master Agreement, LAVWMA will discharge its wastewater into EBDA's facilities such that its treated wastewater complies with all NPDES permit requirements imposed upon EBDA as well as any NPDES permit requirements imposed directly upon LAVWMA or its member agencies by any regulatory agency. EBDA shall perform the dechlorination requirements imposed by both federal and state agencies. LAVWMA will reimburse EBDA for dechlorination costs as described in Exhibit "A" attached hereto.

5.10 Failure to Meet Discharge Requirements. LAVWMA shall hold EBDA harmless from all liability and damages incurred by EBDA as a direct and proximate result of any failure by LAVWMA to meet the discharge requirements specified in Paragraph 5.9, including but not limited to legal, engineering, administrative expenses, fines, and damages incurred by EBDA or its member agencies as a result of any order issued by any federal, state or regional agency or any order or injunction issued by any court of law. Upon notification of each violation, LAVWMA will take prompt, corrective actions as necessary to meet said discharge requirements.

In the event that LAVWMA is made responsible for any fines, sanctions, or damages imposed due to the failure of EBDA to meet discharge requirements described in Paragraph 5.9,

EBDA will hold LAVWMA and its member agencies free and harmless from liabilities and damages incurred by it, which liabilities and damages are the direct and proximate result of a violation by EBDA which liabilities and damages include, but are not limited to, legal, engineering, administrative expenses, fines and damages incurred by LAVWMA or its member agencies as a result of any order issued by any federal, state or regional agency or by any order or injunction issued by any court of law. Upon notification, EBDA shall take prompt and corrective action as may be necessary to meet said discharge requirements.

5.11 Ownership of Wastewater. LAVWMA will retain ownership of its wastewater until it is discharged into EBDA's forcemain system. Thereafter, EBDA owns said wastewater. LAVWMA maintains the right to market its wastewater for recycling purposes within EBDA's service area. LAVWMA's water recycling projects shall be limited to those that are in the corridor of its existing pipeline through EBDA's service area. Such projects are subject to technical and economic review and should be approved by the appropriate water-purveying agency. EBDA shall assist in developing markets and implementing projects. Reporting of LAVWMA flows, for the purpose of determining variable rate cost sharing of operation and maintenance expense, shall be in accordance with EBDA's Water Recycling Policy adopted February 21, 1991, as it currently exists or as it is subsequently amended. All flows diverted from the LAVWMA pipeline for recycling purposes within EBDA's contiguous service area shall not be deducted from the total reported flow exported from the LAVWMA service area. Recycled flows diverted within either service area shall not reduce or increase LAVWMA's capacity allocation in the EBDA System.

6. **LAVWMA'S Financial Participation in the EBDA System**

6.1 Operations and Maintenance. LAVWMA shall be responsible for its share of all costs of EBDA, except those costs specifically associated with the pump stations at Alvarado and Hayward and the forcemain from Alvarado to Oro Loma. The costs shall include: operations, maintenance, administration, studies, reports, and renewal and replacement of equipment including equipment covered by EBDA's Renewal and Replacement Program. Certain costs shall be allocated on a case-by-case basis subject to a separate agreement between the parties. LAVWMA's share of the costs are identified in Exhibit A, attached hereto and made a part hereof as though fully set forth herein.

6.2 Capital Project Costs. LAVWMA is responsible for its share of costs for any capital project that is intended to replace or repair any EBDA facility, except the Alvarado and Hayward Pump Stations and the forcemain from Alvarado to Oro Loma. Projects covered by this section do not include those projects covered under Section 6.1. Costs attributable to LAVWMA are exclusive of funds received from insurance or state or federal relief. LAVWMA's cost sharing allocation is identified in Exhibit A.

6.3 Capital Buy-in. LAVWMA has previously agreed and continues to agree in this Master Agreement to pay to EBDA the sum of \$10,000,000 to "buy in" to the EBDA System under the following terms and conditions:

- a) LAVWMA has paid an initial sum of \$3,000,000 plus accrued interest.
- b) LAVWMA agrees to continue to pay the remaining principal balance plus accrued interest which commenced under the Prior Agreements on July 1, 2000, and annually thereafter through and including July 1, 2030. In the event that EBDA is dissolved before July 1,

2030, payments shall be made to EBDA's successor as provided in EBDA's Joint Exercise of Powers Agreement.

c) The annual interest rate applied shall not be less than 3% per annum, nor more than 6% per annum. The annual interest rate during any fiscal year (July 1 - June 30) shall be defined as the percentage change in the Bureau of Labor Statistics Consumer Price Index-All Urban Consumers (CPI-U) for all items for San Francisco-Oakland-San Jose, California. For the base year 1982-84, the CPI-U = 100. Interest shall be rounded to the nearest 0.01%. The annual payment is calculated by using the mortgage payment method, using an adjustable interest rate. The following formula is used to determine the annual payment:

$$\text{Payment} = \text{Principal} \times \frac{\text{Interest Rate}}{1 - 1 / (1 + \text{interest rate})^n}$$

Where n = term in years.

6.4 LAVWMA Failure to Comply with Financial Terms. Should LAVWMA fail to comply with the financial terms of this Master Agreement and not make payment within sixty (60) days after receiving written notice and demand for payment from EBDA, EBDA may commence action to specifically enforce the terms of this Master Agreement in accordance with Paragraph 5.5 of this Master Agreement

## 7. **Mutual Indemnification**

Each party shall operate and maintain its systems so as not to damage the other party's system. Each party shall hold the other free and harmless from all liability or damages incurred by the other as a direct and proximate result of any failure by such party to properly operate and maintain its system. LAVWMA further agrees to indemnify, defend and hold EBDA, its commissioners and officers, member agencies and their directors, council members and officers free from all claims, suits, damages, costs, losses and expenses that it may incur because of or

resulting from LAVWMA's Export Expansion Project, the design, construction, or operation thereof.

8. **Term of the Agreement**

The term of this Master Agreement shall extend until January 1, 2020, which coincides with the term of EBDA's Joint Exercise of Powers Agreement; provided, however, that provision for Capital Buy-in (Par. 6.3) and all indemnification provisions contained in this Master Agreement shall survive the expiration of this Master Agreement. In addition, LAVWMA shall continue to be responsible for its share of operations, maintenance, and other costs as described in Paragraphs 6.1 and 6.2 as long as LAVWMA continues to discharge through the EBDA System even after this Master Agreement expires.

9. **Amendment or Extension of Agreement**

This Master Agreement may be amended or extended at any time by the written agreement of the parties. Any such amendment or extension shall be effective upon the date of final execution thereof.

10. **Entire Agreement**

This Master Agreement constitutes the entire agreement of the parties and supersedes any and all agreements, undertakings, negotiations, or discussions, either oral or in writing, expressed or implied, regarding matters that are the subject of this Master Agreement. The parties acknowledge a) that no statements or promises, oral or otherwise, have been made that are not embodied in this Master Agreement; b) that they have not executed this Master Agreement in reliance on any such statement or promise; and c) that no statement or promise not contained in this Master Agreement including any purported supplements, modifications, waivers, or

terminations of the Master Agreement shall be valid or binding unless executed in writing by both parties. This Master Agreement in no way affects the Individual Contracts.

11. **No Material Change**

The parties acknowledge and agree that this Master Agreement is not intended to materially modify the general relationship of the parties as described in the Prior Agreements, and shall not be interpreted in a manner which would result in a material change in that general relationship.

12. **Severability**

Should any portion, term, condition or provision of this Master Agreement be decided by a court of competent jurisdiction to be void, unenforceable, or ineffective, the validity of the remaining portions, terms, conditions, or provisions will not be affected thereby; provided, however, that the intentions of the parties are not materially distorted by the failure of said position, term, condition, or provision of this Master Agreement.

13. **Costs / Attorneys Fees**

Should either party be required to commence litigation, the prevailing party shall be entitled to recover its costs including reasonable attorney's fees.

14. **Non-Assignment by LAVWMA**

Except as provided in Paragraph 4.7 of this Master Agreement, LAVWMA, and any successor agency of LAVWMA, is specifically prohibited from assigning or transferring, alienating, leasing, or contradicting away all, or any of its rights under this Master Agreement to any person or entity providing sewer services outside of LAVWMA's service area as it is currently described in its Amended Joint Powers Agreement dated September 10, 1997, or as it may hereafter be extended or modified as provided in Section 25210.30, et seq, of the California



Government Code without the written consent of EBDA. Any such attempted assignment, transfer, alienation, lease, or contracting away of such rights in violation of this paragraph is null, void, and of no effect.

15. **Mediation or Non-Binding Arbitration**

All claims and disputes relating to this Master Agreement shall be subject to, at the option of both parties, mediation or non-binding arbitration in accordance with the arbitration rules of the American Arbitration Association, except as modified herein. Either party may request mediation or non-binding arbitration by filing such request in writing with the other party. Should the other party fail to consent to mediation or non-binding arbitration within thirty (30) days of receipt of a request therefor, either party may proceed with litigation.

The arbitrator or arbitrators are authorized to award to the party whose contention is clearly upheld such sums, including reasonable attorneys fees, as they deem proper for the expenses incident to the arbitration. Otherwise, costs of arbitration shall be borne equally by the parties.

Use or operation of either party's facilities shall not be interrupted or delayed due to any mediation or arbitration proceedings, except by written agreement of both parties.

If legal action is initiated, either party shall have the right to introduce the record of any arbitration as evidence to the trial court. The trial shall be de novo with no limitation on the introduction of evidence not contained in the arbitration record. The decision of the arbitration panel shall be given no special weight or presumption.

16. **Dissolution or Modification of Either Party**

16.1 Dissolution or Modification of EBDA. In the event that EBDA is modified or terminated by virtue of actions taken pursuant to its Joint Powers Agreement, the right of

LAVWMA to use EBDA facilities shall continue and any assignee(s) or transferee(s) of ownership to EBDA facilities shall be subject to this Master Agreement.

16.2 Dissolution or Modification of LAVWMA. In the event that LAVWMA is modified or terminated by virtue of action taken pursuant to its Joint Powers Agreement, any assignee or transferee shall be entitled to assignment of all of LAVWMA's right, title, and interest to use said facilities as set forth in this Master Agreement on condition that said transferee or assignee assumes the terms thereof.

## 17. Notices

All notices provided to be given, or which may be given by either party to the other, shall be in writing sent by (a) United States Certified Mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, or (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or (c) telecopy or similar means if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means, provided that the receiving party actually receives an accurate transmission of the notices, as follows:

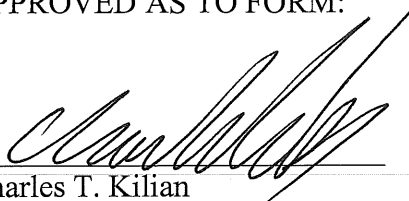
EBDA:                   General Manager  
                               East Bay Dischargers Authority  
                               2651 Grant Avenue  
                               San Lorenzo, CA 94580-1841  
                               Fax: 510-278-5910  
                               E-mail: [cweir@ebda.org](mailto:cweir@ebda.org)

LAVWMA:             General Manager  
                               Livermore-Amador Valley Water Management Agency  
                               7051 Dublin Boulevard  
                               Dublin, CA 94568  
                               Fax: 925-829-1180 (DSRSD)  
                               E-mail: [cummings@lavwma.com](mailto:cummings@lavwma.com)

These addresses, fax numbers, and email addresses may be changed by written notice to the other parties, provided that no notice of a change of address shall be effective until actual receipt of that notice.


In Witness Whereof, the parties hereto consent to the above terms and conditions as of this 26th day of April, 2007.

APPROVED AS TO FORM:

  
Charles T. Kilian  
Legal Counsel for EBDA

EAST BAY DISCHARGERS AUTHORITY

By:   
Harry Francis, Chair

By:   
Charles V. Weir, General Manager

APPROVED AS TO FORM:

  
Michelle Kenyon  
General Counsel for LAVWMA

LIVERMORE-AMADOR VALLEY WATER  
MANAGEMENT AGENCY (LAVWMA)

By:   
Jeffrey G. Hansen, Chairman

By:   
Ed Cummings, General Manager

EXHIBIT "A"

1. LAVWMA shall reimburse EBDA for the costs attributable to LAVWMA's use of and capacity rights in EBDA's facilities. Said costs will be determined in accordance with the following definitions:
2. Dechlorination Costs: Dechlorination costs are those direct costs incurred by EBDA for power and chemicals used in dechlorinating LAVWMA's flows. LAVWMA's share of these costs is a function of both flow and chlorine residual. LAVWMA's percent share of these costs is determined on a monthly basis by the following formula:

$$Y = \frac{D(A \times C_A)}{(B \times C_B)} \times 100 \quad \text{where}$$

Y = LAVWMA's percentage of Dechlorination Costs  
 D = Total cost of power and chemicals for dechlorination  
 A = LAVWMA reported effluent flow  
 C<sub>A</sub> = Arithmetic mean of residual chlorine concentration in mg/L of LAVWMA discharge to EBDA system  
 B = Total flow through dechlorination station  
 C<sub>B</sub> = Arithmetic mean of residual chlorine concentration in mg/L of total flow through dechlorination station

3. Fixed Costs: As defined by EBDA's Second Amended Joint Exercise of Powers Agreement, "Fixed Costs include all Operation and Maintenance costs not defined below as 'Variable Costs'." Fixed costs shall be apportioned to LAVWMA according to the following schedule:

Date	LAVWMA's Range of PWWFs, MGD	Fixed Cost Percentage
Effective Date of Prior Agreements to 12/31/99	≤ 21.00	11.03%
1/1/2000 to 12/31/2004	≥ 21.01 to ≤ 25.04	12.82%
1/1/2005 to 12/31/2010	≥ 25.05 to ≤ 29.08	14.46%
1/1/2011 to 12/31/2014	≥ 29.09 to ≤ 33.12	15.97%
1/1/2015 to 12/31/2019	≥ 33.13 to ≤ 37.16	17.34%
1/1/2020 and beyond	≥ 37.17 to ≤ 41.20	18.60%

- 3.1 For any given month, should LAVWMA's peak wet weather flow exceed the values in the table, then the fixed cost percentage associated with the

PWWF in the table shall apply. As an example, on March 15, 2012, if LAVWMA's PWWF is 34.25 MGD, then LAVWMA's Fixed Cost Percentage for that month shall be 17.34%.

- 3.2 For any given month, should LAVWMA's peak wet weather flow exceed 41.20 MGD, then the Fixed Cost Percentage (F) shall be determined by the following formulae:

$$F = F_A + F_I$$

$$F_A = C_F/E + [C_F/E(C_I/E - C_I/E\{1-D_R\})]$$

$$F_I = (C_I/E)(1-D_R) \quad \text{where,}$$

$F_A$  = Adjusted Firm Capacity Percentage

$F_I$  = Adjusted Interruptible Capacity Percentage

$C_F$  = LAVWMA's Firm Capacity of 19.72 MGD

$C_I$  = LAVWMA's Interruptible Capacity, where  $C_I = P - C_F$

$P$  = LAVWMA's Peak Wet Weather Flow for the Month

$E$  = EBDA's Effective Design Capacity, where  $E = 189.12 + P - C_F$

$D_R$  = LAVWMA's Maximum Discount Rate of 10.47%

Example, if LAVWMA's peak wet weather flow for the month is 45 MGD, then:

$$F = 9.31\% + 10.56\% = 19.87\%$$

In addition, LAVWMA shall pay a 10% penalty on the total fixed costs for the month as determined by the above formulae.

- 3.3 Should LAVWMA's peak wet weather flow exceed 41.20 MGD in any two months during a twelve consecutive month period, then the higher percentage calculated in 3.2 above shall apply to all fixed costs for the next twelve month period.
- 3.4 A new maximum peak wet weather flow figure and associated fixed cost percentage shall be established should LAVWMA's peak wet weather flow exceed 41.20 MGD under any of the following conditions:
- 3.4.1 Any three months during a twelve consecutive month period.
- 3.4.2 Any four months during a twenty-four consecutive month period.
- 3.4.3 Three or more days during any 30 consecutive day period.

- 3.5 The new fixed cost percentage shall be determined by the formula in 3.2 above, where a new  $D_R$  is determined by the following formula:

$$D_R = \frac{P_N - 19.72}{51.28} \times 25.00\%$$

where,  $P_N$  = the peak wet weather flow determined from 3.4, above.

4. Variable Costs: As defined by EBDA's Second Amended Joint Exercise of Powers Agreement, "Variable Costs shall be deemed to be costs of energy used for pumping, chemical costs used in operation of the Joint Facilities and maintenance and repair charges incurred in the operation and maintenance of the system." LAVWMA's variable cost rate percentage shall be determined on a monthly basis and shall be determined by the following formula:  $(A \div B) \times 100$ , where A and B are as defined above. This percentage shall not be used in LAVWMA's costs for power and chemicals for dechlorination as defined by Dechlorination Costs above.
5. Capital Project and R&R Fund Costs Capital Project Costs shall be charged according to the Fixed Cost Percentage described in Number 3, above.
6. LAVWMA Participation in EBDA Programs LAVWMA shall be responsible for percent costs as defined above in the following EBDA Fiscal Year Programs:

Program 12 06 General Administration - includes all costs associated with the overall administration and management of EBDA's ongoing business operations as a wastewater management agency.

Program 12 10 Outfall and Forcemains - for LAVWMA shall include all costs associated with the forcemain between the Oro Loma Pump Station and the Marina Dechlorination Facility, the forcemain between the San Leandro Pump Station, and the Bay Outfall.

Program 12 12 San Leandro Pump Station - includes all costs associated with the operation and maintenance of the facility.

Program 12 14 Marina Dechlorination Facility - includes all costs associated with the operation and maintenance of the facility.

Program 12 16 Oro Loma Pump Station - includes all costs associated with the operation and maintenance of the facility.

Program 12 21 Bay & Effluent Monitoring - includes all costs associated with required NPDES laboratory analysis, receiving water monitoring, and reporting.

Special Projects - LAVWMA shall participate in other projects that are directly related to the interests of LAVWMA as agreed upon by the General Managers of EBDA and LAVWMA. Such projects may be required by the RWQCB or may be of mutual benefit. Cost sharing for LAVWMA may be based on one of the above definitions, if appropriate, or by some other mutually agreed upon basis.

7. Manner of Payment of Costs: EBDA shall submit to LAVWMA by May 1 of each year, a detailed estimate of LAVWMA's share of above noted costs for the next fiscal year, July 1 through June 30. EBDA shall adopt its budget by June 1 preceding each fiscal year and shall submit a copy of the adopted budget to LAVWMA immediately upon adoption. LAVWMA shall include in its budget said estimated costs for each fiscal year and submit a copy of its budget to EBDA immediately upon adoption. In the event actual costs are greater than those budgeted, EBDA shall advise LAVWMA of the projected costs, justification, and revised estimate of additional funds needed, at least two (2) months prior to the anticipated date of reaching LAVWMA's budget limitation. LAVWMA shall make such arrangements as necessary for reimbursing the actual costs incurred.
8. EBDA Shall invoice LAVWMA on a quarterly basis for all non-capital estimated fiscal year budget costs. Following the close of the fiscal year, EBDA shall issue a final invoice for actual fiscal year costs including actual costs for capital and renewal-replacement projects. LAVWMA shall make payment within thirty (30) days of receipt of said invoice from EBDA. Should LAVWMA be due a credit for actual fiscal year costs EBDA, may, at its discretion deduct said credit from the next quarterly invoice.

Page 1

Agenda Explanation  
 Livermore-Amador Valley  
 Water Management Agency  
 Board of Directors  
 August 21, 2019

## **ITEM NO. 12 UPDATE AND RESPONSE TO VARIOUS LEGAL AND LEGISLATIVE ISSUES**

### **Action Requested**

None at this time.

### **Summary**

CASA has not updated its list Bill Positions since March 3, 2019. That list was reviewed at the May 15, 2019 Board Meeting. **Attachment 11** is a list of bills of interest to LAVWMA agencies being tracked by CSDA.

The status of highlighted bills from the last meeting include the following:

SB332 (Hertzberg) Wastewater Treatment: recycled water, which would require dischargers to the ocean or Bays, including LAVWMA to reduce flow by at least 50% on or before January 1, 2030 and by at least 95% on or before January 1, 2040. The bill also would assess penalties of \$2,000 per acre foot (approximately \$6,000 per million gallons). This bill is currently on hold.

AB1672 (Bloom) Product Labeling: flushable products is a CASA sponsored bill that attempts to solve the problem of so called “flushable” wipes from clogging collection systems and damaging equipment at treatment plants. LAVWMA member agencies have written support letters for this legislation. This bill is also on hold.

SB13 (Wieckowski) Accessory Dwelling Units, is another bill wherein the Legislature is attempting to dictate what the impact / capacity / connection fees can be for accessory dwelling units and how the units should be connected to the system. The bill is still active and is opposed by CSDA.

There are bills dealing with microfibers, microplastics, and recycled water, that may be of interest to the member agencies. The list from CSDA provides a good summary of the bills.

On August 15, 2019, the California Supreme Court decided *City of Oroville v. Superior Court of Butte County*. This is the first inverse condemnation case the court has considered in over two decades. It made a helpful clarification in the law for public entities’ defense of this type of condemnation claim. Here, a sewer backup flooded a suite of dentists’ offices that should have been, but were not, protected by a backflow prevention valve. The dentists argued the City should be responsible for the damage because a blockage in the system (often caused by root intrusion, FOG, or other misuse) posed an inherent risk that was a substantial cause of the damage to the private property. The City argued that it had properly designed and maintained its



Page 2

Agenda Explanation  
Livermore-Amador Valley  
Water Management Agency  
Board of Directors  
August 21, 2019

system and the damage could have been averted if the backflow valve had been installed as required.

The Court rejected a strict liability concept where an agency is automatically liable for any damage connected to the sewer system. It then described a new two-part test for causation. First, the plaintiff must link their injury to an inherent risk presented by the deliberate design, construction, or maintenance of the public project. Second, that inherent risk must be a substantial cause of the damage. This test lets courts consider the role a plaintiff's acts or omissions in the chain of causation. Here, because the damage to the dentists' offices could have been avoided, if they had complied with the law, the loss suffered by them was not compensable. Even though the City failed to effectively enforce its backflow valve requirements, the analysis did not change. This case shows that having a reasonable O&M policy, in light of the risks and available resources, can avoid inverse liability, but a "fix it when it fails" policy poses potential liability.

**Recommendation**

There is no recommendation at this time.



# Water, Conservation and Open Space Bills

Thursday, August 15, 2019

**AB 60**    **(Friedman D)**    **Water conservation: water meters: accuracy standards.**

**Current Text:** Amended: 2/25/2019

[html](#) [pdf](#)

**Introduced:** 12/3/2018

**Status:** 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/24/2019)(May be acted upon Jan 2020) **Location:** 5/17/2019-A. 2 YEAR

**Summary:**

Would require the State Energy Resources Conservation and Development Commission, on or before January 1, 2022, to adopt regulations setting standards for the accuracy of water meters, as specified. The bill would prohibit any water meter manufactured on or after the effective date of those regulations from being sold or offered for sale in the state, or installed by a water purveyor, unless it is certified by the manufacturer to be in compliance with those standards.

**Position: Watch Assigned:**

RGervase **District Type:**

Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 4/1/2019 A-2/25/2019 to: Watch

**AB 134**    **(Bloom D)**    **Safe Drinking Water Restoration.**

**Current Text:** Amended: 5/20/2019

[html](#) [pdf](#)

**Introduced:** 12/5/2018

**Status:** 7/10/2019-Failed Deadline pursuant to Rule 61(a)(10). (Last location was E.Q. on 6/12/2019)(May be acted upon Jan 2020)

**Location:** 7/10/2019-S. 2 YEAR

**Summary:**

Would require the State Water Resources Control Board to report to the Legislature by July 1, 2025, on its progress in restoring safe drinking water to all California communities and to create an internet website that provides data transparency for all of the board's activities described in this measure.

The bill would require the board to develop metrics to measure the efficacy of the fund in ensuring safe and affordable drinking water for all Californians.

**Position: Watch Assigned:**

RGervase **District Type:**

Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 3/11/2019 I-12/5/2018 to: Watch 2/22/2019 I-12/5/2018

to:

2/22/2019 I-12/5/2018 to: Watch

**AB 223**      **(Stone, Mark D)**      **California Safe Drinking Water Act: microplastics.**

**Current Text:** Introduced: 1/16/2019      [html](#) [pdf](#)

**Introduced:** 1/16/2019

**Status:** 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was E.S. & T.M. on 2/4/2019)(May be acted upon Jan 2020)

**Location:** 4/26/2019-A. 2 YEAR

**Summary:**

The California Safe Drinking Water Act requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Current law requires the state board, on or before July 1, 2020, to adopt a definition of microplastics in drinking water and, on or before July 1, 2021, to adopt a standard methodology to be used in the testing of drinking water for microplastics and requirements for 4 years of testing and reporting of microplastics in drinking water, including public disclosure of those results. This bill would require the state board, to the extent possible, and where feasible and cost effective, to work with the State Department of Public Health in complying with those requirements.

**Position: Watch Assigned:**

RGervase **District Type:**

Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 3/11/2019 I-1/16/2019 to: Watch

**AB 231**      **(Mathis R)**      **California Environmental Quality Act: exemption: recycled water.**

**Current Text:** Introduced: 1/17/2019      [html](#) [pdf](#)

**Introduced:** 1/17/2019

Item No. 12

**Status:** 5/9/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was NAT. RES. on 2/7/2019)(May be acted upon Jan 2020)(Recorded 4/26/2019)

**Location:** 2/7/2019-A. 2 YEAR

**Summary:**

Would exempt from CEQA a project to construct or expand a recycled water pipeline for the purpose of mitigating drought conditions for which a state of emergency was proclaimed by the Governor if the project meets specified criteria. Because a lead agency would be required to determine if a project qualifies for this exemption, this bill would impose a state-mandated local program. The bill would also exempt from CEQA the development and approval of building standards by state agencies for recycled water systems. **Attachments:**

[Assembly Bill 231 \(Mathis\) Asm Natural Resources Committee - Support](#)

[Assembly Bill 231 \(Mathis\) Author - Support](#)

**Position:** Support 3

**Assigned:** RGervase **District**

**Type:** Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 3/4/2019 I-1/17/2019 to: Support 3

[AB 292](#)     [\(Quirk D\)](#)     **Recycled water: raw water and groundwater augmentation.**

**Current Text:** Amended: 6/20/2019     [html](#) [pdf](#)

**Introduced:** 1/28/2019

**Status:** 8/13/2019-Read second time. Ordered to third reading.

**Location:** 8/13/2019-S. THIRD READING

**Summary:**

Current law requires the State Water Resources Control Board, on or before December 31, 2023, to adopt uniform water recycling criteria for direct potable reuse through raw water augmentation, as specified. Current law defines “direct potable reuse” and “indirect potable reuse for groundwater recharge” for these purposes. This bill would eliminate the definition of “direct potable reuse” and instead would substitute the term “groundwater augmentation” for “indirect potable reuse for groundwater recharge” in these definitions. The bill would revise the definition of “treated drinking water augmentation.”

**Position:** Support 3

**Assigned:** DGibbons **District**

**Type:** Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 3/4/2019 I-1/28/2019 to: Support 3

**AB 382 (Mathis R) Integrated regional water management plans: grant funding upper watershed health.** Item No. 12

**Current Text:** Introduced: 2/5/2019 [html](#) [pdf](#)

**Introduced:** 2/5/2019

**Status:** 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 3/20/2019)(May be acted upon Jan 2020) **Location:** 5/17/2019-A. 2 YEAR

**Summary:**

Current law provides that an integrated regional water management plan is eligible for funding allocated specifically for implementation of integrated regional water management. Current law requires certain state agencies to include in any set of criteria used to select projects and programs for funding, a criterion that provides a preference for regional projects or programs. This bill would require the department to include in any criteria used to select a project or program for grant funding authorized on or after January 1, 2020 a criterion that provides a preference for a regional water management group undertaking a project improving upper watershed health upstream and outside of the defined geographical area covered by the group's plan.

**Position:** Watch Assigned:

**RGervase District Type:**

Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 3/11/2019 I-2/5/2019 to: Watch

**AB 405 (Rubio, Blanca D) Sales and use taxes: exemption: water treatment.**

**Current Text:** Amended: 4/25/2019 [html](#) [pdf](#)

**Introduced:** 2/7/2019

**Status:** 5/16/2019-Joint Rule 62(a), file notice suspended. In committee: Held under submission.

**Location:** 5/15/2019-A. APPR. SUSPENSE FILE

**Summary:**

Would, on and after January 1, 2020, and before January 1, 2025, exempt from that Sales and Use Tax the gross receipts from the sale in this state of, and the storage, use, or other consumption in this state of, chemicals used by a city, county, public utility, and sanitation district to treat water, recycled water, or wastewater regardless of whether those chemicals or other agents become a component part thereof and regardless of whether the treatment takes place before or after the delivery to consumers.

**Attachments:**

[Assembly Bill 405 \(Rubio\) Author - Support](#)

**Position:** Support 3

**Assigned:** RGervase

**District Type:** Sanitation/Wastewater, Water Storage

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Budget

**Public Notes:** 3/4/2019 I-2/7/2019 to: Support 3

**AB 487**    **(Gallagher R)**    **Department of Water Resources: dams and reservoirs: fees and penalty plus interest.**

**Current Text:** Chaptered: 7/12/2019

[html](#) [pdf](#)

**Introduced:** 2/12/2019

**Status:** 7/12/2019-Approved by the Governor. Chaptered by Secretary of State - Chapter 89, Statutes of 2019.

**Location:** 7/12/2019-A. CHAPTERED

**Summary:**

Current law requires the of Water Resources to adopt, by regulation, a schedule of fees to cover the department's reasonable regulatory costs in carrying out the supervision of dam safety, which may include, but is not limited to, the costs of reviewing an inundation map, the amounts necessary to repay budgetary loans, and a prudent reserve. Existing law requires that a penalty plus interest, as set forth in existing law, be imposed for fees received after July 1 in any year. This bill would instead authorize that a penalty plus interest may be imposed for fees received more than 30 days after the July 1 required date of payment in any year.

**Position:** Watch Assigned:

RGervase **District Type:**

Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 3/11/2019 I-2/12/2019 to: Watch

**AB 636**    **(Gray D)**    **State Water Resources Control Board: water quality objectives.**

**Current Text:** Introduced: 2/15/2019

[html](#) [pdf](#)

**Introduced:** 2/15/2019

**Status:** 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was E.S. & T.M. on 3/14/2019)(May be acted upon Jan 2020)

**Location:** 4/26/2019-A. 2 YEAR

**Summary:**

Would prohibit the State Water Resources Control Board from implementing water quality objectives for which the state board makes a certain finding relating to environmental quality until it has submitted the water quality

objectives and a statement of that finding to the appropriate policy committees of the Legislature and each committee has held a hearing on these matters.

**Position:** Watch Assigned:

RGervase **District Type:**

Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 4/1/2019 I-2/15/2019 to: Watch

**AB 637 (Gray D) State Water Resources Control Board: disadvantaged communities: drinking water.**

**Current Text:** Amended: 4/11/2019 [html](#) [pdf](#)

**Introduced:** 2/15/2019

**Status:** 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/1/2019)(May be acted upon Jan 2020) **Location:** 5/17/2019-A. 2 YEAR

**Summary:**

Would require the State Water Resources Control Board, before taking an action that significantly impacts drinking water, to use existing information to identify impacted disadvantaged communities and to seek to reduce impacts to those communities to the greatest extent practicable. The bill would also require the board to ensure that disadvantaged communities are provided an opportunity to participate in the public process for a decision that significantly impacts drinking water by holding a public hearing in or near an impacted community.

**Position:** Watch Assigned:

RGervase **District Type:**

Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 4/1/2019 A-4/11/2019 to: Watch

i

**AB 756 (Garcia, Cristina D) Public water systems: perfluoroalkyl substances and polyfluoroalkyl substances.**

**Current Text:** Chaptered: 7/31/2019 [html](#) [pdf](#)

**Introduced:** 2/19/2019

**Status:** 7/31/2019-Approved by the Governor. Chaptered by Secretary of State - Chapter 162, Statutes of 2019.

**Location:** 7/31/2019-A. CHAPTERED

**Summary:**

Would authorize the State Water Resources Control Board to order a public water system to monitor for perfluoroalkyl substances and polyfluoroalkyl substances. The bill would require a community water system or a nontransient noncommunity water system, upon a detection of these substances, to report that detection, as specified. The bill would require a community water system or a nontransient noncommunity water system where a detected level of these substances exceeds the response level to take a water source where the detected levels exceed the response level out of use or provide a prescribed public notification.

**Position:** Watch Assigned:

RGervase **District Type:**

Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 4/1/2019 A-3/13/2019 to: Watch

**AB 841 (Ting D) Drinking water: contaminants: perfluoroalkyl and polyfluoroalkyl substances.**

**Current Text:** Amended: 3/20/2019 [html](#) [pdf](#)

**Introduced:** 2/20/2019

**Status:** 7/10/2019-Failed Deadline pursuant to Rule 61(a)(10). (Last location was E.Q. on 5/29/2019)(May be acted upon Jan 2020)

**Location:** 7/10/2019-S. 2 YEAR

**Summary:**

Would require the Office of Environmental Health Hazard Assessment to adopt and complete a work plan within prescribed timeframes to assess which substances in the class of perfluoroalkyl and polyfluoroalkyl substances should be identified as a potential risk to human health, as provided. The bill would require the office, as part of those assessments, to determine which of the substances are appropriate candidates for notification levels to be adopted by the state board. The bill would require the Office of Environmental Health Hazard Assessment, by January 1, 2022, to provide to the Legislature an update on the assessment.

**Position:** Watch Assigned:

RGervase **District Type:**

Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 4/1/2019 A-3/20/2019 to: Watch

**AB 937 (Rivas, Robert D) Waste discharge requirements: produced water: oil and gas operations.**

**Current Text:** Introduced: 2/20/2019 [html](#) [pdf](#)

**Introduced:** 2/20/2019

**Status:** 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was E.S. & T.M. on 3/4/2019)(May be acted upon Jan 2020)

**Location:** 4/26/2019-A. 2 YEAR

**Summary:**

Would authorize a regional board to approve a waste discharge requirement for the use or reuse of produced water from an oil and gas operation for agricultural purposes or for groundwater recharge, only if, after a public hearing, it finds that the California Council on Science and Technology has reviewed the best available independent scientific evidence and



has found the use will not pose a significant risk to the public from any contaminants in the produced water, as provided.

**Position:** Watch Assigned:

RGervase **District Type:**

Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Wastewater

**Working Group:** Environment

**Public Notes:** 4/1/2019 I-2/20/2019 to: Watch

**AB 1180**      **(Friedman D)**      **Water: recycled water.**

**Current Text:** Amended: 6/18/2019      [html](#) [pdf](#)

**Introduced:** 2/21/2019

**Status:** 6/24/2019-In committee: Referred to APPR. suspense file.

**Location:** 6/24/2019-S. APPR. SUSPENSE FILE

**Summary:**

The California Safe Drinking Water Act requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Current law requires, on or before January 1, 2020, the state board to adopt standards for backflow protection and cross- connection control through the adoption of a policy handbook, as specified. This bill would require that handbook to include provisions for the use of a swivel or changeover device to supply potable water to a dual-plumbed system during an interruption in recycled water service.

**Attachments:**

[Assembly Bill 1180 \(Friedman\) Sen Appropriations Committee - Support](#)

**Position:** Support 3

**Assigned:** DGibbons **District**

**Type:** Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 4/1/2019 A-3/28/2019 to: Support 3

**AB 1204**      **(Rubio, Blanca D)**      **Public water systems: primary drinking water standards: implementation date.**

**Current Text:** Introduced: 2/21/2019      [html](#) [pdf](#)

**Introduced:** 2/21/2019

**Status:** 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was E.S. & T.M. on 3/11/2019)(May be acted upon Jan 2020)

**Location:** 4/26/2019-A. 2 YEAR

**Summary:**

Would require the adoption or amendment of a primary drinking water standard137a of 148

contaminant in drinking water not regulated by a federal primary drinking water standard or that is more stringent than a federal primary drinking water standard to take effect 3 years after the date on which the state board adopts or amends the primary drinking water standard. The bill would authorize the state board to delay the effective date of the primary drinking water standard adoption or amendment by no more than 2 additional years as necessary for capital improvements to comply with a maximum contaminant level or treatment technique.

**Position:** Support 3

**Assigned:** RGervase **District**

**Type:** Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 4/1/2019 I-2/21/2019 to: Support 3

**AB 1381**      **(Salas D)**      **Safe Drinking Water Plan.**

**Current Text:** Amended: 3/18/2019      [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Status:** 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was E.S. & T.M. on 3/18/2019)(May be acted upon Jan 2020)

**Location:** 4/26/2019-A. 2 YEAR

**Summary:**

Would require the State Water Resources Control Board, in its Safe Drinking Water Plan, to identify, within the state, public water systems that consistently fail to deliver water that meets all applicable standards under the California Safe Drinking Water Act, specified areas in which persons have, and specified populations having, limited access to, or ability to pay for, safe and affordable drinking water, and strategies to address the changing needs of current and future populations. The bill would also require the plan to include a publicly accessible map that identifies areas that consistently lack, or are at risk of losing, access to safe and affordable drinking water.

**Position:** Watch **Assigned:**

RGervase **District Type:**

Water

**Subject Area:** Water,

Wastewater, and

Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 4/1/2019 A-3/18/2019 to: Watch

**AB 1414**      **(Friedman D)**      **Urban retail water suppliers: reporting.**

**Current Text:** Amended: 6/3/2019      [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Status:** 6/25/2019-Read second time. Ordered to third reading.

**Location:** 6/25/2019-S. THIRD READING

**Summary:**

Would require each urban retail water supplier to submit a completed and validated water loss audit report as prescribed by the Department of Water Resources on or before October 1 of each year until October 1, 2023, if reporting on a calendar year basis and on or before January 1 of each year until January 1, 2024, if reporting on a fiscal year basis. The bill would require on or before January 1, 2024, and on or before January 1 of each year thereafter, each urban retail water supplier to submit a completed and validated water loss audit report for the previous calendar year or previous fiscal year as part of an existing report relating to its urban water use.

**Position:** Watch Assigned:

RGervase **District Type:**

Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 4/1/2019 I-2/22/2019 to: Watch

**AB 1588 (Gloria D) Drinking water and wastewater operator certification programs.**

**Current Text:** Amended: 6/25/2019 [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Status:** 8/15/2019-Action From CONSENT CALENDAR: To THIRD READING.

**Location:** 8/15/2019-S. THIRD READING

**Summary:**

Current law requires the State Water Resources Control Board to issue a water treatment operator certificate and water distribution operator certificate by reciprocity to any person holding a valid, unexpired, comparable certification issued by another state, the United States, prescribed territories or tribal governments, or a unit of any of these. Current law requires the board to classify types of wastewater treatment plants for the purpose of determining the levels of competence necessary to operate them. This bill would require the board to evaluate opportunities to issue a water treatment operator certificate or water distribution operator certificate by reciprocity, or a wastewater certificate by examination waiver, to persons who performed duties comparable to those duties while serving in the United States military, as specified.

**Attachments:**

**[Assembly Bill 1588 \(Gloria\) Author - Support](#)**

**Position:** Support 3

**Assigned:** DGibbons **District**

**Type:** Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

Public Notes: 4/1/2019 I-2/22/2019 to: Support 3

**AB 1672**      **(Bloom D)**      **Solid waste: flushable products.**

**Current Text:** Amended: 4/25/2019      [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Status:** 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/8/2019)(May be acted upon Jan 2020) **Location:** 5/17/2019-A. 2 YEAR

**Summary:**

The California Integrated Waste Management Act of 1989, administered by the Department of Resources Recycling and Recovery, generally regulates the disposal, management, and recycling of solid waste. This bill would, among other things, on or after January 1, 2021, prohibit a covered entity, as defined, from labeling a covered product as safe to flush, safe for sewer systems, or safe for septic systems, unless the product is a flushable wipe that meets certain performance standards. The bill would require nonflushable products to be labeled clearly and conspicuously to communicate that they should not be flushed, as specified.

**Position:** Support 3

**Assigned:** RGervase

**District Type:** Sanitation/Wastewater

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Wastewater

**Working Group:** Environment

**Public Notes:** 4/26/2019 A-4/25/2019 to: Support 3 3/11/2019 I-2/22/2019 to: Watch

**SB 134**      **(Hertzberg D)**      **Water conservation: water losses: enforcement.**

**Current Text:** Amended: 5/8/2019      [html](#) [pdf](#)

**Introduced:** 1/15/2019

**Status:** 8/15/2019-Action From APPR.: Read second time.To THIRD READING.

**Location:** 8/15/2019-A. THIRD READING

**Summary:**

Current law requires the State Water Resources Control Board, no earlier than January 1, 2019, and no later than July 1, 2020, to adopt rules requiring urban retail water suppliers to meet performance standards for the volume of water losses. This bill would prohibit the board from issuing an information order, written notice, or conservation order to an urban retail water supplier that does not meet its urban water use objective if the board determines the urban retail water supplier is not meeting its urban water use objective solely because the volume of water loss exceeds the urban retail water supplier's standard for water loss and the board is taking enforcement action against the urban retail water supplier for not meeting the performance standards for the volume of water losses.

**Position:** Support 3

**Assigned:** DGibbons **District**

**Type:** Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 3/4/2019 I-1/15/2019 to: Support 3

**SB 166**      **(Wiener D)**      **Process water treatment systems: breweries.**

**Current Text:** Amended: 7/5/2019      [html](#) [pdf](#)

**Introduced:** 1/28/2019

**Status:** 7/5/2019-Read second time and amended. Re-referred to Com. on APPR.

**Location:** 7/5/2019-A. APPR.

**Summary:**

Current law requires, on or before December 1, 2022, the State Water Resources Control Board, in consultation with specified state agencies, to adopt regulations for risk-based water quality standards for the onsite treatment and reuse of nonpotable water, as provided. Current law requires that a local jurisdiction establish a program for onsite treated nonpotable water systems before any such systems are installed. This bill would require the state board, on or before December 1, 2025, in consultation with the State Department of Public Health, Food and Drug Branch, to adopt regulations for microbiological, chemical, and physical water quality and treatment requirements for voluntary onsite treatment and reuse of process water in breweries, as specified.

**Position:** Watch **Assigned:** RGervase

**District Type:** W a t e r

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 3/4/2019 I-1/28/2019 to: Watch

**SB 200**      **(Monning D)**      **Drinking water.**

**Current Text:** Chaptered: 7/24/2019      [html](#) [pdf](#)

**Introduced:** 1/31/2019

**Status:** 7/24/2019-Approved by the Governor. Chaptered by Secretary of State. Chapter 120, Statutes of 2019.

**Location:** 7/24/2019-S. CHAPTERED

**Summary:**

Would establish the Safe and Affordable Drinking Water Fund in the State Treasury to help water systems provide an adequate and affordable supply of safe drinking water in both the near and the long terms. The bill would authorize the State Water Resources Control Board to provide for the deposit into the fund of certain moneys and would continuously appropriate the moneys in the fund to the state board for grants, loans, contracts, or services to assist eligible recipients.

**Position:** Watch **Assigned:**

**RGervase District Type:**

Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 3/11/2019 I-1/31/2019 to: Watch 2/22/2019 I-1/31/2019  
to: Watch

**SB 332      (Hertzberg D)      **Wastewater treatment: recycled water.****

**Current Text:** Amended: 4/30/2019      [html](#) [pdf](#)

**Introduced:** 2/19/2019

**Status:** 5/17/2019-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/13/2019)(May be acted upon Jan 2020)

**Location:** 5/17/2019-S. 2 YEAR

**Summary:**

Would declare, except in compliance with the bill's provisions, that the discharge of treated wastewater from ocean outfalls is a waste and unreasonable use of water. The bill would require each wastewater treatment facility that discharges through an ocean outfall and affiliated water suppliers to reduce the facility's annual flow as compared to the average annual wastewater discharge baseline volume, as prescribed, by at least 50% on or before January 1, 2030, and by at least 95% on or before January 1, 2040. The bill would subject the owner or operator of a wastewater treatment facility, as well as the affiliated water suppliers, to a civil penalty of \$2,000 per acre-foot of water above the required reduction in overall volume discharge for the failure to meet these deadlines.

**Attachments:**

**SB 332 (Hertzberg) - Sen EQ Coalition Letter**

**Position:** Oppose 3

**Assigned:** RGervase

**District Type:** Sanitation/Wastewater

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Wastewater

**Working Group:** Environment

**Public Notes:** 3/11/2019 I-2/19/2019 to: Oppose 3

**SB 335      (Hurtado D)      **Provision of sewer service: onsite sewage treatment system: opt out.****

**Current Text:** Introduced: 2/19/2019      [html](#) [pdf](#)

**Introduced:** 2/19/2019

**Status:** 4/26/2019-Failed Deadline pursuant to Rule 61(a)(2). (Last location was E.Q. on 2/28/2019)(May be acted upon Jan 2020)

**Location:** 4/26/2019-S. 2 YEAR

**Summary:**

The Porter-Cologne Water Quality Control Act authorizes the property owner of an affected residence to opt out of an order for the provision of sewer service for a maximum of 5 years for the residence from the date of the issuance of the order by demonstrating to a regional board that the residence is served by an onsite sewage treatment system that is not inadequate and was installed no more than 10 years prior to the issuance of the order. This bill would authorize the property owner of an affected residence to opt out of such an order for a maximum of 5 years if the adequate onsite sewage treatment system was installed no more than 5 years prior to the issuance of the order.

**Position:** Watch

**Assigned:** RGervase

**District Type:** Sanitation/Wastewater

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Wastewater

**Working Group:** Environment

**Public Notes:** 4/1/2019 I-2/19/2019 to: Watch

**SB 669 (Caballero D) Water quality: Safe Drinking Water Fund.**

**Current Text:** Introduced: 2/22/2019

[html](#) [pdf](#)

**Introduced:** 2/22/2019

**Status:** 5/16/2019-May 16 hearing: Held in committee and under submission.

**Location:** 5/13/2019-S. APPR. SUSPENSE FILE

**Summary:**

Would establish the Safe Drinking Water Fund in the State Treasury and would provide that moneys in the fund are continuously appropriated to the State Water Resources Control Board. The bill would require the state board to administer the fund to assist community water systems in disadvantaged communities that are chronically noncompliant relative to the federal and state drinking water standards and do not have the financial capacity to pay for operation and maintenance costs to comply with those standards, as specified.

**Attachments:**

**[Senate Bill 669 \(Caballero\) Sen Environmental Quality Committee - Support](#)**

**[Senate Bill 669 \(Caballero\) Author - Support](#)**

**Position:** Support 3

**Assigned:** RGervase **District**

**Type:** Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** Water

**Working Group:** Environment

**Public Notes:** 3/4/2019 I-2/22/2019 to: Support 3

**Current Text:** Introduced: 2/22/2019

[html](#) [pdf](#)

**Introduced:** 2/22/2019

**Status:** 3/14/2019-Referred to Com. on RLS.

**Location:** 2/22/2019-S. RLS.

**Summary:**

Current law specifies that the storing of water underground, including the diversion of streams and the flowing of water on lands necessary to the accomplishment of that storage, constitutes a beneficial use of water if the water so stored is thereafter applied to the beneficial purposes for which the appropriation for storage was made. This bill would make a nonsubstantive change in those provisions.

**Position: Watch Assigned:**

RGervase **District Type:**

Water

**Subject Area:** Water, Wastewater, and Conservation

**Issues:** SPOT

**Working Group:** Environment



## ITEM NO. 13 GENERAL MANAGER'S REPORT

### Action Requested

None at this time. This is an information item only.

### Summary

The General Manager's (GM) tenure began on April 17, 2014. A two year extension was approved on April 20, 2016, and a three year extension was approved on February 21, 2018. The agreement requires a report on hours worked during the fiscal year at each Board meeting. There is a limitation of 1,000 hours per fiscal year. For the fiscal year ending June 30, 2019 the General Manager billed LAVWMA 467.50 hours. For the fiscal year ending June 30, 2020 the General Manager has billed LAVWMA approximately 60 hours.

In addition to the brief descriptions below, there are several items of interest for the Board's review:

1. **Asset Management.** DSRSD staff continues to refine the equipment listing, particularly the useful lives and replacement costs which are key to ensuring the fund balance is adequate for the projects that are scheduled. The list was helpful in identifying projects for the capital projects listed in the budget that was approved in May.
2. **Records Management Project.** This project is temporarily on hold pending the restoration of the DSRSD main office. The current original cost estimate for the project was \$22,461. The revised cost estimate is for \$25,036. Fortunately, there was no water damage to LAVWMA's records during the flooding of the building as the records were either above the water line or in a building that was not flooded.
3. **EBDA Issues.** The EBDA continue to develop a revised JPA. There are several issues that are still being discussed as well as a list of topics yet to be addressed. The attorneys for the member agencies have not been actively involved. LAVWMA's General Counsel is tracking all issues. EBDA's intent is to get a full draft for review to the managers and attorneys in September and to get approval on the final version by the agencies by the end of November.  
  
LAVWMA's agreement with EBDA coincides with their JPA and terminates January 1, 2020. The Board will consider an extension of up to one year at its meeting in August.
4. **Wet Weather Issues.** There has been significant precipitation throughout the winter and spring. Although there were few huge storms, rainfall totals are well above the norm. This has resulted in considerable expenses for power above the budgeted amount.

Agenda Explanation  
Livermore-Amador Valley  
Water Management Agency  
Board of Directors  
August 21, 2019

Following is a brief description of major activities since the May 15, 2019 Board meeting:

- Attended LAVWMA O&M meetings with DSRSD, Livermore and Pleasanton staff.
- Prepared and distributed agenda packet for the July Staff Advisory Group meeting. Attended July 29, 2019 SAG meeting.
- Drafted items for August 21, 2019 Board Agenda and prepared packet for distribution.
- Drafted minutes from May 15, 2019 Board meeting and revised based on comments received.
- Made updates to website as needed for files and legal requirements.
- Met with DSRSD staff in an effort to install the SSL Certificate for the website. Determined there were issues with authorized users and resolved those.
- Contacted a company called Computer Courage who updated the BACWA website and is doing EBDA's to ask for a proposal to update the LAVWMA website.
- Continued to work with General Counsel to track legislation of interest to LAVWMA and the member agencies.
- Monitored progress of pump station projects managed by DSRSD staff.
- Reviewed and approved invoices for payment by DSRSD.
- Continued to Discuss Asset Management issues with DSRSD staff. LAVWMA will follow their lead.
- Worked with DSRSD staff on various inquiries regarding projects near the forcemain to ensure there would be no issues of concern with the integrity of the forcemain. Set up new group email list for notifications.
- Met with DSRSD staff and consultants to review plans for landscaping within the easement at the Stoneridge Corporate Center. Discussed easements rights with General Counsel
- Attended EBDA MAC meetings for the JPA renewal. Made detailed notes and shared with General Counsel and member agency staff.
- Discussed EBDA agreement issues with SAG members on several occasions. Prepared various cost scenarios for consideration. Revised costs to exclude San Leandro costs based on new EBDA JPA.
- Worked with DSRSD staff to revise maps used on USA system. Should greatly reduce the number of false alerts.
- Attended EBDA Managers Advisory Committee (MAC) meetings.
- Participated in EBDA Manager's email discussions regarding JPA revision issues, including cost allocation issues.
- Worked with General Counsel to prepare RFPs for Risk Analysis and MCC replacement projects.
- Discussed issues with General Counsel regarding LAVWMA and DERWA.
- Met with PG&E and member agency staff to discuss PSPS and related issues.
- Prepared and submitted monthly invoices for LAVWMA General Management services.

Page 3

Agenda Explanation  
Livermore-Amador Valley  
Water Management Agency  
Board of Directors  
August 21, 2019

- Reviewed and commented on Statement of Facts for 2019 and filed same.
- Reviewed various financial reports prepared by DSRSD staff.
- Met with DSRSD staff to discuss financial reporting issues. Began receiving additional files to assist in revising financial reporting to the Board.
- Met with CSDA Financial Corporation staff to discuss possible bond refinancing. Discussed same with DSRSD staff and concluded that waiting to refinance in two years was much more cost effective.
- Updated the FYE20 Budget to include more detail for EBDA expenses and sent to member agencies.
- Researched SB269 as requested by DSRSD staff. Determined potential problems with the term “waste.”
- Responded to a request from WorkDay to install a generator within the easement. Denied request.
- Reviewed and edited annual wet weather report to Regional Board.
- Contacted Regional Board staff to ask about testing the Alamo Canal discharge. Was informed it could be done under maintenance provisions. Notified DSRSD staff and scheduled future time to develop a plan to conduct tests during wet weather.
- Logged into Samsara website at various times to monitor pump station and flows.
- Reviewed and approved DSRSD monthly invoices for O&M services.
- Continued working with EBDA and LAVWMA agency staff to address enterococcus issues.
- Reviewed EBDA and DSRSD agenda packets.
- Reviewed various O&M projects conducted by DSRSD staff on behalf of LAVWMA.
- Responded to various emails and phone calls from outside agencies and organizations.

Attached for the Board’s information, is the most recent Action Item List.

### **Next Meeting**

The next Regular Board meeting is scheduled for November 20, 2019.

### **Recommendation**

None at this time. This is an information item only.

## LAVWMA Action Item List

Month: August 2019

SAG Task	Responsible Party	Due Date	Status	Completion Date
Items for August 21, 2019 LAVWMA Board Meeting	SAG	5/15/2019	Usual reports, Update on possible bond refinancing, Generator Project, MCC Replacement Project, EBDA JPA Update, Options for renewal of agreement with EBDA	
Operations Coordination Committee Task	Responsible Party	Due Date	Status	Completion Date
<b>FYE 2019 Replacement Projects: See Items Below</b>	Delight/Lopez	Various dates	Refer to information below.	
1. Rebuild Three Pumps - estimated cost of \$60,000 each, total \$180,000. Rebuild three motors at estimated cost or \$36,000.	Quinlan	6/30/2019	Have requested three quotes. Hoping for Selzer as they repaired the last one.	
2. Resealing of all three Storage Basins - estimated cost \$200,000	Quinlan	TBA	The basins need to be resealed approximately every ten years. Rebar is showing in some areas. A survey is being conducted to determine if the basins are settling. That study will be completed by October 2019. At that time the basins will be resealed unless there are settling issues.	
3. San Leandro Sample Station Assessment. Estimated cost is \$25,000.		TBA	The SLSS station has to be designed to measure chlorine residual and monitor pH continuously. These parameters have to be measured both when effluent is going to EBDA and when effluent is dechlorinated and diverted to San Lorenzo Creek during wet weather events or during system testing. Composite samples of LAVWMA's effluent need to be taken when its directed to both EBDA and San Lorenzo Creek. Grab samples of LAVWMAs Effluent also need to be collected for Bacteriological analysis in both situations. The design of the SLSS is complicated by the following factors: 1) The discharge to San Lorenzo Creek wet weather outfall is rare; 2) During normal daily operations the LAVWMA pumps shut off during peak demand periods and therefore the pipeline is not full during those times; 3) The station is not staffed continuously. The goal of this project is to work with operational staff and the RWQCB to design the station to meet operational, maintenance and regulatory expectations in a manner which creates as little day to day maintenance as possible.	
4. Surge valve replacement with Motorized Operating Ball Valve and Flow Meter Replacement - PRV automation at the SLSS. Estimated cost is \$40,000.	Quinlan		The existing pressure relief valves at the SLSS are mechanically actuated. These mechanical actuators are difficult to test and exercise on a regular basis and therefore unpredictable when the valves are actually needed to operate in an emergency. This project will replace one of the two existing mechanically actuated valves with a motor operated valve. The motor actuated valve will have more precise control and will allow O&M staff to exercise the valve on a regular preventive maintenance schedule which means an increase in reliability. Also, the existing 30" magnetic flow meter at the vault located in the park is beyond its useful life, is failing, and needs to be replaced. The existing manhole is not large enough to accommodate the changing of the mag meter tube. This portion of the project is to design a new vault and hatch and to replace the existing flow meter tube and transmitter.	
5. Pump Station Motor Control Center (MCC) and Soft Starter Upgrades. Estimated cost is \$1,100,000 over two fiscal years.	Atendido		This will be a two-year project. The pump station has two 2300V MCC's, MCC-P1 and MCC-P2. MCC-P1 was installed in 1979 and presently serves the six 500HP pumps. MCC-P2 was installed in 2002 and presently serves the four 600HP pumps. MCC-P1 has served reliably for 35 years due to excellent maintenance from DSRSD staff and in 2001 the starters were retrofitted with new vacuum contactors. However, the motor starter equipment is obsolete and replacement parts are hard to procure. MCC-P2 has also served reliably since 2002 when it was originally installed. Like starters in MCC-P1, the starters in MCC-P2 are coming to the end of their useful life and need to be replaced with newer motor starters. A draft RFP has been prepared for review by the SAG and for approval by the Board at the August 21, 2014 meeting.	
6. Road Drainage Improvements at the LAVWMA Pump Station. Estimated cost is \$35,000.	Quinlan		This project will improve road drainage north of the storage basins.	
7. Replace generator at pump station and install new generator to run two pumps during PG&E Public Safety Power Shutoffs. Estimated cost is \$1,750,000.			After detailed discussion, the SAG is recommending a comprehensive risk analysis of the pump station power issues in both dry and wet weather as well as an inspection of the pipelines for a risk analysis and evaluation of remaining useful life.	
<b>Other Items</b>				
Wet Weather Issues	Fuller	10/31/2019	Planning underway for 2019/20	
Live test of SLSS system	Fuller/Atendido	TBD	Conducted in April. No significant issues.	
Wet Well Isolation Gates	Quinlan	6/30/2019	Gate is in good shape but won't fully close. No date set, perhaps this winter.	
EBDA Enterococcus Issue	Fuller		No issues at this time.	
YTD O&M Expenses compared to budget	Carson, Weir	Ongoing	Reviewed at every Operations Coordination Meeting.	