



ITEM NO. 10

OPERATIONS & MAINTENANCE COMMITTEE AGENDA

Monday, July 17, 2023

12:00 P.M.

**East Bay Dischargers Authority
2651 Grant Avenue, San Lorenzo, CA 94580**

Committee Members: Johnson (Chair); Lathi

OM1. Call to Order

OM2. Roll Call

OM3. Public Forum

OM4. EBDA Permit Compliance

(The Committee will be updated on EBDA's NPDES compliance.)

OM5. Status Report

(The Committee will be updated on EBDA's O&M activities.)

OM6. Motion Authorizing the General Manager to Execute a Force Main Maintenance Services Agreement with Union Sanitary District

(The Committee will consider the motion.)

OM7. Motion Authorizing the General Manager to Execute an Agreement with Nate Kauffman for Horizontal Levee Visioning and Communications in the Amount of \$30,000

(The Committee will consider the motion.)

OM8. Motion Authorizing the General Manager to Execute a Task Order-Based Agreement with GSE, Inc., Task Order Number 1 for As-Needed Services in an Amount Not to Exceed \$25,000 and Task Order Number 2 for OLEPS Wet Well Sluice Gate Repairs in the Amount of \$75,000

(The Committee will consider the motion.)

OM9. Motion Authorizing the General Manager to Execute a Work Order-Based Agreement with D.W. Nicholson Corporation, Task Order Number 1 for As-Needed Services in an Amount Not to Exceed \$25,000 and Task Order Number 2 for OLEPS Emergency Outfall Weir Improvement in the Amount of \$55,822

(The Committee will consider the motion.)

OM10.Adjournment

Any member of the public may address the Commission at the commencement of the meeting on any matter within the jurisdiction of the Commission. This should not relate to any item on the agenda. It is the policy of the Authority that each person addressing the Commission limit their presentation to three minutes. Non-English speakers using a translator will have a time limit of six minutes. Any member of the public desiring to provide comments to the Commission on an agenda item should do so at the time the item is considered. It is the policy of the Authority that oral comments be limited to three minutes per individual or ten minutes for an organization. Speaker's cards will be available in the Boardroom and are to be completed prior to speaking.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in an Authority meeting, or you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, contact Juanita Villasenor at juanita@ebda.org or (510) 278-5910. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the Authority staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

In compliance with SB 343, related writings of open session items are available for public inspection at East Bay Dischargers Authority, 2651 Grant Avenue, San Lorenzo, CA 94580. For your convenience, agenda items are posted on the East Bay Dischargers Authority website located at <http://www.ebda.org>.

**Next Scheduled Operations and Maintenance Committee is
Tuesday, September 19, 2023, at 2:00 p.m.**

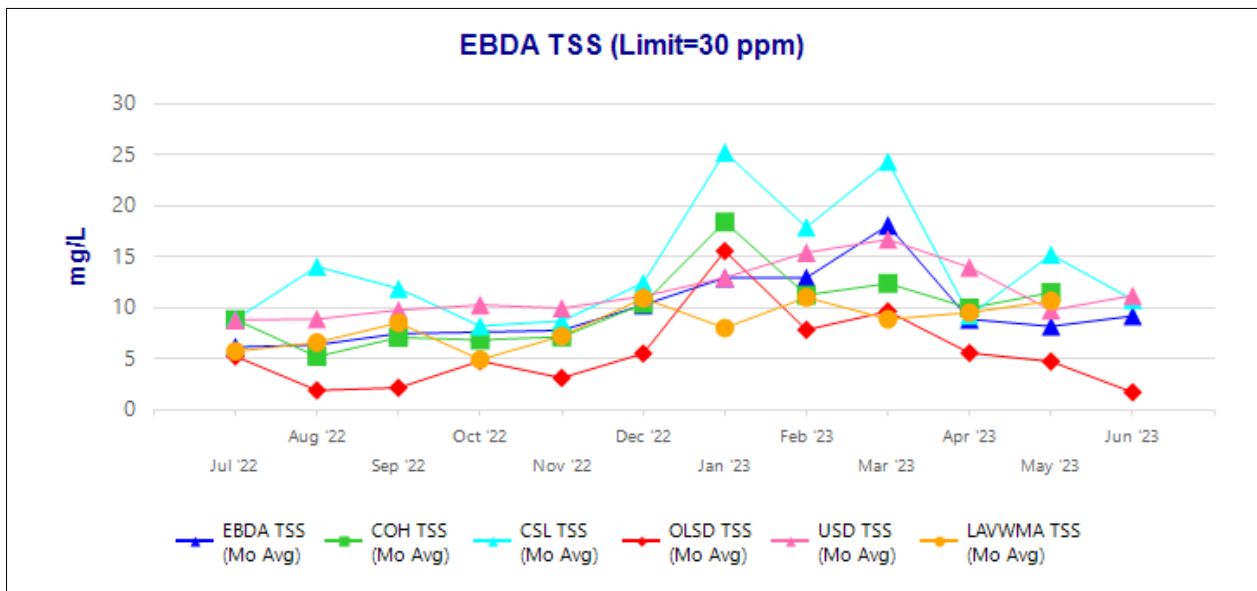
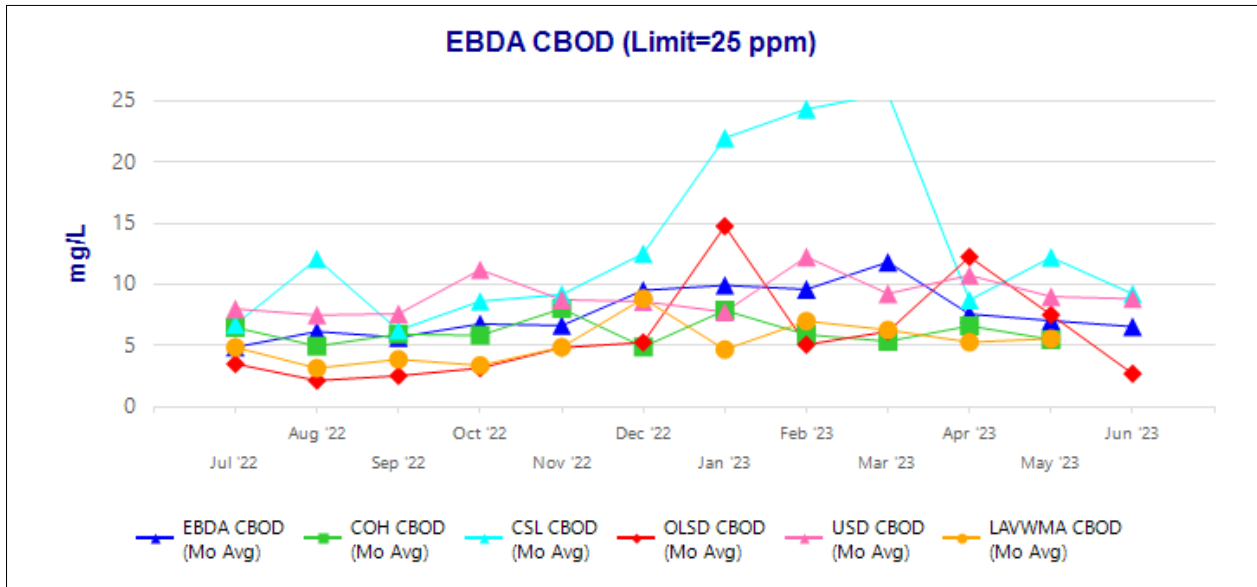
ITEM NO. OM4 EBDA PERMIT COMPLIANCE

Recommendation

For the Committee’s information only; no action is required.

Discussion

There were no NPDES permit violations in May, and preliminary data from June are also free of permit exceedances. Member Agency CBOD and TSS performance are shown below. A table with bacterial indicators is also included.



EBDA Bacterial Indicators

Date	FECAL	ENTERO
	MPN/ 100mL	MPN/ 100mL
Limit (90th Percentile)	1100	1100
Limit (Geomean)	500	280
July 2022 Geomean	20	6
August 2022 Geomean	15	34
September 2022 Geomean	43	28
October 2022 Geomean	12	4
November 2022 Geomean	6	6
December 2022 Geomean	21	9
January 2023 Geomean	12	14
February 2023 Geomean	4	2
March 2023 Geomean	3	2
April 2023 Geomean	10	7
5/1/2023	22	50
5/2/2023	13	32
5/8/2023	2	215
5/9/2023	8	84
5/15/2023	33	217
5/16/2023	23	181
5/22/2023	26	55
5/23/2023	130	429
5/29/2023	14	192
5/30/2023	4	142
May 2023 Geomean	15	122
6/5/2023	4	133
6/6/2023	2	86
6/7/2023	NA	104
6/12/2023	2400	84
6/13/2023	17	49
6/14/2023	NA	65
6/19/2023	4	120
6/20/2023	2	88
6/26/2023	2	102
6/27/2023	2	45
June 2023 Geomean	8	83

ITEM NO. OM5 STATUS REPORT

Union Effluent Pump Station (UEPS)

Effluent Pump No. 6 Variable Frequency Drive (VFD)

On July 7, 2023, USD maintenance staff installed the new VFD inverter section for Effluent Pump No. 6. The VFD is operating without any issues at this time.

Hayward Effluent Pump Station (HEPS)

Effluent Pump Replacement Project

The new Effluent Pumps are currently on order with the lead time quoted as 28 weeks, which would have the pumps arriving in late December 2023 or January 2024, assuming no further supply chain delays. EBDA would most likely postpone the installation of the new pumps until the end of the wet season in April or May of 2024.

Oro Loma Effluent Pump Station (OLEPS)

Emergency Outfall Upgrade

Staff is recommending approval of a motion authorizing the General Manager to execute an agreement with D.W. Nicholson Corporation (DWN) for the OLEPS Emergency Outfall Weir Upgrade in the amount of \$55,822. See Item No. OM9.

Main Electrical Switchboard Upgrade

On June 27, 2023, Schneider Electric completed the last item on their punch list, and the OLEPS Main Electrical Switchboard Upgrade Project is now complete. Todd Beecher, EBDA's contract electrical engineer, will now be starting the next phase of the OLEPS Electrical Upgrade Project with the design of two new Automatic Transfer Switches (ATSs).

Skywest Pump Station

Recycled Water Production

During the month of June 2023, the Skywest Recycled Water System operated for three days and produced 1.66 million gallons of recycled water.

Marina Dechlorination Facility (MDF)

No change; all equipment is operational.

Force Main

Staff is recommending approval of the Agreement with Union Sanitary District (USD) for expanded force main preventative maintenance services. See Item OM6.

Operations Center

No change; all equipment is operational.

Miscellaneous Items

Underground Service Alerts

EBDA received seventeen (17) Underground Service Alert (USA) tickets during the month of June 2023. Eleven required an Electronic Positive Response (EPR) and calls/emails to the excavators, and of the eleven, four required field verification.

EBDA Vehicle

On September 16, 2022, a Purchase Order was submitted to National Auto Fleet Group for EBDA's new F-150 Truck. On September 26, 2022, staff traded in EBDA's 2008 Ford Ranger for \$9,100. Due to the high trade-in value, it was necessary to trade-in the truck as soon as possible before the trade-in value was reduced. The new F-150 is on order, and EBDA is waiting for an estimated delivery date from Ford.

Special Projects

Roof Replacement Projects

The Administration Building, the MDF Sodium Bisulfite (SBS) Building, and the OLEPS roofs are all complete. On June 29, 2023, an inspection was conducted and a punch list was developed. The roofing contractor is currently working on the punch list items and a final inspection will be scheduled.

Cargill Brine Project

Following certification of the Final Environmental Impact Report (EIR) for the proposed project by the Commission in June, Cargill informed EBDA staff that they have made the decision to pause design and related work on the proposed pipeline route and re-evaluate the "Bayside" pipeline route.

To meet the agreed schedule with Union City to combine their Union City Boulevard Bike Path Project with the Cargill brine pipeline installation, Cargill would have needed to start spending real money on pipeline construction in Union City this month. Given the uncertainties and risks associated with the franchise agreements through all the cities, they decided they are unable to make those investments right now. The Bayside route, while it will be challenging from an environmental permitting standpoint, gives Cargill more control since they have land use rights along significant portions of it.

In terms of next steps, Cargill plans to begin engineering analyses to establish the new pipeline route. The route shown below from the EIR (in yellow) shows a general concept, but this has not been analyzed thoroughly or optimized. Since Cargill is entirely re-engineering the pipeline and route, EBDA staff has requested they take another look at

connecting at or after MDF instead of OLEPS, which would alleviate EBDA's concerns about corrosion.

Cargill's preliminary schedule shows revised CEQA analysis in 2025, and construction beginning in 2028. In the interim, staff will continue at a measured pace negotiating the operating agreement between Cargill and EBDA.



Advanced Quantitative Precipitation Information (AQPI) Project

The regional AQPI project continues to move forward with a goal of improving prediction of rainfall events in the Bay Area. Following a series of delays, the East Bay radar was installed at Rocky Ridge in December 2022. Contra Costa County staff is currently working through data communications issues. EBDA members can access regional data through AQPI's data portal. Program Management of AQPI is shifting from Colorado State University to the Center for Western Weather and Water Extremes (CW3E) at Scripps Institution of Oceanography, UC San Diego. CW3E will be developing an updated website and data management tools, and a user group meeting to inform tool development was held on July 5, 2023.

ITEM NO. OM6 MOTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A FORCE MAIN MAINTENANCE SERVICES AGREEMENT WITH UNION SANITARY DISTRICT

Recommendation

Authorize the General Manager to execute the Agreement with Union Sanitary District (USD).

Background

EBDA relies on Member Agency staff to operate and maintain its infrastructure, under the direction of EBDA's Operations & Maintenance (O&M) Manager. Historically, the City of San Leandro (San Leandro) has performed O&M of the Marina Dechlorination Facility (MDF) and the San Leandro Effluent Pump Station (SLEPS), provided laboratory services, and performed preventative maintenance on the majority of EBDA's force main. Oro Loma Sanitary District (OLSD) has performed O&M for the Oro Loma Effluent Pump Station (OLEPS), City of Hayward (Hayward) has performed O&M for the Hayward Effluent Pump Station (HEPS), and USD has performed O&M for the Union Effluent Pump Station (UEPS) and performed preventative maintenance on the southern-most segment of EBDA's force main. The Member Agencies provide, and are reimbursed for, these services under agreements with EBDA. The current agreements between EBDA and San Leandro, OLSD, Hayward, and USD have been in place since 1993. The agreements are identical.

Discussion

Staff is recommending updating each of the Member Agency agreements to modernize them and ensure consistency with current practices. The goal is for the agreements to remain essentially identical to one another, and broadly consistent with existing terms. The scope of services for each agreement would be contained in an attachment.

As discussed previously with the Commission, staff is recommending shifting the majority of force main preventative maintenance from San Leandro to USD. This shift is consistent with the shift in force main responsibilities under the Amended and Restated Joint Powers Agreement approved in 2020. Under the new JPA, San Leandro took ownership of the force main segment from San Leandro to MDF, in exchange for no longer having liability for EBDA's southern force main. Under the new proposed approach, San Leandro would continue to maintain the force main segment from OLEPS to SLEPS, and USD would perform maintenance on the segment from UEPS to OLEPS.

USD requested that a new agreement be executed prior to commencing expanded force main preventative maintenance responsibilities. The attached proposed agreement was developed by USD in consultation with EBDA staff. The key terms are aligned with the historic agreement. Specifically, labor costs will be reimbursed at an overhead rate of 2.0, and materials and supplies will include a 10% markup. Vehicle use will be billed based on a vehicle rate schedule that will be updated periodically.

The proposed agreement deals specifically with maintenance of the force main. As noted above, USD also operates and maintains the UEPS. Staff is working with USD to develop a new O&M agreement for the pump station. Together, the force main and pump station agreements will supersede the 1993 USD agreement. To keep the Member Agencies' agreements with EBDA identical, the USD O&M agreements would be consistent with new agreements with Hayward for HEPS, OLSD for OLEPS, and San Leandro for continuing lab, MDF, and force main services. The expectation is that the key financial terms will be consistent with those contained in the proposed USD force main agreement. The additional agreements will be brought to the Commission for consideration in the coming months.

FORCE MAIN MAINTENANCE SERVICES AGREEMENT

This Force Main Maintenance Services Agreement (“Agreement”) by and between Union Sanitary District, a California sanitary district (“District”), and the East Bay Dischargers Authority, a joint powers agency (“EBDA”) is entered into as of _____ (the “Execution Date”). District and EBDA may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

Recitals:

WHEREAS, EBDA requires assistance maintaining EBDA’s force main connecting the Union Effluent Pump Station with the Marina Dechlorination Facility in San Leandro (the “EBDA Force Main”).

WHEREAS, District desires to provide routine maintenance services of the EBDA Force Main and additional maintenance tasks, subject to reimbursement of District’s costs, as provided herein.

NOW, THEREFORE, in consideration of the matters contained in this Agreement, EBDA and District mutually agree as follows:

1. Scope of Services.

1.1 Routine Services. Subject to the terms and conditions set forth in this Agreement, District agrees to assign employees to provide routine maintenance services on the EBDA Force Main, as set forth and according to the schedule in Exhibit A, attached hereto and incorporated herein by this reference (“Routine Services”), as may be updated from time to time by mutual agreement of the Parties. District agrees to furnish labor, materials, tools, equipment, and incidental and customary work necessary to fully and adequately perform and complete the Routine Services. The Routine Services shall be performed in accordance with EBDA’s and USD’s Preventive Maintenance Procedures. District shall notify EBDA of any deficiencies observed. District shall be compensated as set forth in Section 3 below.

1.2 Additional Services. EBDA may request District to provide additional services in addition to the Routine Services (the “Additional Services”). Any Additional Services must be documented in writing from EBDA, such as an email, and shall be acknowledged by the District. District shall be compensated for Additional Services as set forth in Section 3, or as specified in the written Task Order.

1.3 Emergency Services. District shall perform services in the event of an emergency, damage or other time-sensitive issue impacting the EBDA Force Main as set forth below, which services are collectively defined as the “Emergency Services.”

1.4 Performance of Services. The Routine Services, Additional Services and Emergency Services shall collectively hereinafter be referred to as the “Services.”

a. In the event that District discovers damage to, a defect in, or other concern with the EBDA Force Main during the performance of the Services that requires timely resolution, the District shall notify the EBDA Contract Administrator, as defined in Section 8, and await direction from EBDA. District shall perform Emergency Services under this subsection (a) as directed by EBDA, and such Emergency Services shall be documented in a Task Order executed by the Parties as soon as practicable.

b. If, in the event of an area-wide emergency, such as an earthquake or other natural disaster, EBDA notifies District and requests assistance with the EBDA Force Main, District will first assess its own facilities and ability to respond and reply to EBDA's request within 24 hours with an estimate of when District resources would be able to assist. District shall perform Emergency Services under this subsection (b) as directed by EBDA, and such Emergency Services shall be documented in writing from EBDA, such as an email, and shall be acknowledged by the District as soon as practicable.

c. If EBDA notifies District of an asset failure, damage or spill concerning the EBDA Force Main and requests assistance from the District, District will respond as soon as possible, but within four (4) hours. District shall perform Emergency Services under this subsection (c) as directed by EBDA, and such Emergency Services shall be documented in writing from EBDA, such as an email, and shall be acknowledged by the District as soon as practicable.

d. If District determines, in its sole judgement, that it is unable to respond to EBDA's request for District to perform Services, District shall notify EBDA as soon as possible and inform EBDA of when District will be able to perform the requested Services. District's inability to perform Services shall not be considered a breach of this Agreement.

1.5 Unsafe or Hazardous Condition. District is not required to perform the Services in the event that an unsafe or hazardous condition exists or is created by the EBDA Force Main, and District shall not be in breach of this Agreement for failure to perform due to an unsafe or hazardous condition. At the written request of EBDA, such as an email, the District may resolve such issues as an Additional Service, prior to performing the Services.

2. Effective Date. This Agreement shall be effective sixty days (60) after the Execution Date ("Effective Date") and shall continue in full force and effect for a period of ten (10) years, unless earlier terminated by EBDA or District as provided herein. This Agreement may be extended by written agreement of both Parties.

3. Compensation.

3.1 Compensation for Services. EBDA shall compensate District for the Services performed as follows:

a. All direct salary costs at the hourly rate maintained by District plus overhead. Overhead costs are defined as those costs to cover all non-productive time and fringe benefits measured by or applicable to the time of performance of such direct salary, including but not limited to, worker's compensation insurance, social security, state and federal unemployment insurance, medical insurance, salary continuation insurance, pension plan costs

and allowances for vacation, sick leave and holiday pay allowable under federal and state law. The overhead rate shall be 2.0.

b. All equipment costs in accordance with the Rate Schedule for Vehicles attached as Exhibit C, which shall be periodically updated at the discretion of the District, with notice to EBDA. Vehicle rates shall apply when vehicles are in active use and shall not include idle time.

c. Costs of materials and supplies based on invoice or approved rate plus 10 percent administrative cost.

3.2 Billing. The District will submit monthly invoices together with an itemized statement of Services provided, as soon as practicable, but no later than forty-five (45) days from the month the services were provided, or as otherwise agreed to by the Parties. The statement shall describe the Services provided, together with such other reasonable detail and supporting documentation as may be required by EBDA. EBDA will pay all invoiced charges within thirty (30) days of receiving a valid invoice.

3.3 Maintenance of Records. District shall maintain all financial and payroll records in accordance with District's standard practices and make them available to EBDA upon request.

4. District Employees. No relationship of employer and employee is created by this Agreement, it being understood that District staff providing assistance to EBDA under this Agreement are and will remain District employees and neither District nor any of its employees or representatives shall have any claim under this Agreement or otherwise against EBDA, its officers, agents, or employees, for retirement benefits, vacation pay, sick leave, retirement benefits, social security, or unemployment insurance benefits or employee benefits of any kind. District staff shall continue to be covered by District worker's compensation insurance during any Services provided pursuant to this Agreement, and District assumes full responsibility for complying with all applicable CalPERS contributions and related reporting requirements.

5. Control of Services. EBDA agrees that all Services shall be performed by District, unless otherwise approved in writing by EBDA. The personnel performing the Services under this Agreement on behalf of District shall at all times be under District's exclusive direction and control. District will determine the means, methods and details of performing the Services subject to the requirements of this Agreement.

6. Safety. District shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property while performing the Services only and shall otherwise exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the Services are to be performed.

7. EBDA Responsibilities.

7.1 EBDA Force Main. EBDA shall be responsible for the safety and condition of the EBDA Force Main and shall provide District with its 2018 Transport System Condition Assessment as an inventory of the EBDA Force Main and its condition prior to the Effective

Date. As set forth in Section 1.3 above, the District is not required to perform the Services in the event an unsafe or hazardous condition exists or is created by the EBDA Force Main. District's performance of Services hereunder shall not create an ongoing obligation for District to, or relieve EBDA's obligation to, maintain EBDA Force Main in a safe condition and good working order.

7.2 Reporting. EBDA shall continue to be responsible for investigating spills from the EBDA Force Main and filing or reporting any California Integrated Water Quality System (CIWQS) or others reports required in connection with any spill from the EBDA Force Main, unless such spill occurs as a result of actions by District staff, in which case the District shall be responsible for investigating but not submitting the CWIQS report as the District is not the owner of the facilities. District shall cooperate in any investigation as reasonably requested by EBDA.

8. Contract Administration. EBDA's General Manager or their designee ("EBDA Contract Administrator") shall administer this Agreement on behalf of EBDA, and District's General Manager or their designee shall administer this Agreement on behalf of District ("District Contract Administrator"). Contract administration shall include the negotiation and execution of Task Orders for Additional Services. EBDA's Contract Administrator shall also provide direction regarding Emergency Services.

9. Indemnification and Hold Harmless.

9.1 District Indemnity. District hereby agrees to indemnify, defend and hold harmless EBDA and its elected and appointed officials, officers, officials, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, to the extent arising out of or resulting from any negligent or willful act or omission performed by District, or any of its officers, agents, employees, or anyone directly or indirectly acting on behalf of District under this Agreement.

9.2 EBDA Indemnity. EBDA hereby agrees to indemnify, defend and hold harmless District and its elected and appointed officials, officers, officials, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, to the extent arising out of or resulting from the condition of the EBDA Force Main, or any negligent or willful act or omission by EBDA, or any of its officers, agents, employees, or anyone directly or indirectly acting on behalf of EBDA under this Agreement.

10. Insurance. Each Party shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by reference.

11. Termination.

11.1 Termination for Convenience. Either Party may terminate this Agreement with or without cause by providing written notice to the other Party no earlier than one (1) year from the termination date. In the event of termination for convenience,

termination shall be effective the later of one (1) year after delivery of a termination notice or such other date as may be set forth in the termination notice.

11.2 Termination for Cause. Either Party may terminate this Agreement in whole or part for default should the other Party commit a material breach of this Agreement, and such breach has not been cured within thirty (30) calendar days of the date of notice by the Party demanding such cure, or if the breach cannot be cured within such thirty (30)-day period, the breaching Party has commenced a cure and cures to completion within a reasonable time period. In the event of termination for cause, termination shall be deemed effective sixty (60) days after delivery of a termination notice.

11.3 Payment to District Up to Termination. In the event of termination for convenience or for cause, District will be entitled to payment for all Services up to the effective date of the termination.

12. Status of Parties. District is a California sanitary district and EBDA is a joint powers agency organized and operating pursuant to the statutes of the State of California. The Parties are thus separate legal entities and independent parties. District shall have no authority, express or implied, pursuant to this Agreement to bind EBDA to any obligation whatsoever. Similarly, EBDA shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

13. Compliance with Laws. District shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law.

14. Governing Law; Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California except with reference to its choice of laws principles. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

15. Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested, to the entities and addresses listed below. Notice shall be deemed to have been given and received upon the date of actual delivery, if delivered personally, or the date of delivery, if delivered by registered mail. Either Party to this Agreement may at any time, upon notice to the other party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given.

To: EBDA
East Bay Dischargers Authority
Attn: General Manager
2651 Grant Avenue
San Lorenzo, CA 94580

To: USD
Union Sanitary District
Attn: General Manager
5072 Benson Road
Union City, CA 94587

16. Integration and Modification. This Agreement represents the entire integrated agreement between EBDA and District, supersedes all prior negotiations, representations or agreements either written or oral, between the Parties, and may be amended only by written instrument signed by the EBDA and District.

17. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

18. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to any third party.

19. No Party Drafter; Captions. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party. Any caption preceding the text of any section, paragraph or subsection is included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

20. Assignment Prohibited. Neither the District nor EBDA may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

21. Authority. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of District and EBDA.

22. Counterparts. The Parties recognize and agree that separate counterpart signature pages may be used but that all such pages constitute one and the same Agreement.

[signatures follow on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

EAST BAY DISCHARGERS AUTHORITY

UNION SANITARY DISTRICT

By: _____
Jacqueline T. Zipkin, P.E.
Title: General Manager

By: _____
Paul R. Eldredge, P.E.
Title: General Manager/District Engineer

Approved as to Form:

Approved as to Form:

General Counsel

General Counsel

EXHIBIT A

DESCRIPTION OF FORCE MAIN PREVENTATIVE MAINTENANCE SERVICES

Location	Asset Type to be Maintained	Frequency of Maintenance Activities
108+98 OLEPS North Vault	Sump	Monthly
0+00 OLEPS South Vault	60" Valve & Sump	Monthly
0+00 OLEPS South Vault	Bypass Valve	Bi Annual
20+05	2" Snorkel	Bi Annual
39+25	2" Snorkel	Bi Annual
55+55	6" ARV	Monthly
62+45 Dry Weather Only	6" ARV	Monthly
71+80 Dry Weather Only	2" Snorkel	Bi Annual
87+25	6" ARV	Monthly
94+90	8" Blow Off	Bi Annual
103+00 60" Valve Vault	60" Valve & sump	Bi Annual
107+00 HEPS Vault	Valve & Sump	Monthly
107+12 HEPS Surge Tower	6" Valves	Monthly
20+00	2" Snorkel	Bi Annual
39+40	2" Snorkel	Bi Annual
51+43 Hayward Marsh	Blow Off	Quarterly
70+85	2" Snorkel	Bi Annual
75+52	8" Blow Off	Bi Annual
91+40	6" ARV	Monthly
108+26	8" Blow Off	Quarterly
127+33	6" ARV	Monthly
150+00	2" Snorkel	Bi Annual
173+67	2" Snorkel	Bi Annual
199+40	2" Snorkel	Bi Annual
209+87	6" ARV	Monthly
230+44	8" Blow Off	Bi Annual
249+22	8" ARV	Monthly
261+10	8" Blow Off	Quarterly
268+91	8" ARV	Monthly
276+02	8" Blow Off	Quarterly
294+02 UEPS North Vault	Sump	Monthly
294+44 UEPS South Vault	Valve & Sump	Monthly

Preventative Maintenance Activities Include:

1. Removing and disposing of water from all station locations
2. Landscaping and vegetation removal at all station locations
3. Exercising of ARV and Blow Off isolation valve(s)
4. Exercising of ARV floats
5. In place cleaning of ARV's
6. Removal, Cleaning and Reinstallation of ARV's
7. Exercise/flush sump pumps
8. 60" Valve Vault - test both high level floats, verify intruder alarm and float alarms are received by USD Operations

EXHIBIT B

INSURANCE

[to be inserted]

EXHIBIT C
RATE SCHEDULE FOR VEHICLES

USD FLEET VEHICLE LISTING WITH RATE CODE & RATES as of 7-10-2023

Unit ID	Rate Code	Rate Code Description	Vehicle Description	Hourly Rate
T3343	HT2	COMBO/HYDRO VAC (T&TT) 48-60	Vactor Combo Unit	\$129.66
T3252	HT2	COMBO/HYDRO VAC (T&TT) 48-60	VACTOR COMBO UNIT	\$129.66
T3346	HT2	COMBO/HYDRO VAC (T&TT) 48-60	Vactor Combo Unit	\$129.66
T2053	TV	TV VAN	FORD E-450 TV VAN	\$96.51
T2371	TV	TV VAN	F-550 TV TRUCK	\$96.51
T2372	TV	TV VAN	F-550 TV TRUCK	\$96.51
T2355	TV	TV VAN	Utilimaster TV Van	\$96.51
T3329	DT2	DUMP TRUCK (TRUON)(TRUN) 3AXL	STERLING DUMP TRUCK	\$93.59
T3344	DT2	DUMP TRUCK (TRUON)(TRUN) 3AXL	International Dump Truck	\$93.59
T2377	HT1	HYDRO/JET RODDER (T&TT) 36-48	Ford F-550 Pipe Hunter	\$92.17
T3345	HT1	HYDRO/JET RODDER (T&TT) 36-48	Vac-Con Jetter	\$92.17
T3342	HT1	HYDRO/JET RODDER (T&TT) 36-48	Vactor Ram Jet	\$92.17
T3022	CT2	T&TT 20-28 & COMP 016-025	FORD CF7000	\$86.24
T2373	CT2	T&TT 20-28 & COMP 016-025	F-650 Construction Truck	\$86.24
T2374	CT2	T&TT 20-28 & COMP 016-025	F-650 Construction Truck	\$86.24
T3272	TT	TANK/WATER TRUCK	WATER TRUCK	\$77.47
T2378	TT	TANK/WATER TRUCK	F-550 Water Truck	\$77.47
T2376	DT1	DUMP TRUCK (TRUON)(TRUN) 2AXL	F-550 Dump Truck	\$73.34
T3099	DT1	DUMP TRUCK (TRUON)(TRUN) 2AXL	FLATBED	\$73.34
T1377	V2D	PUS/VANS.5-1T(TRUCK)T&TT)06-12 & COMP 016-025	Chevy Silverado 3500	\$70.92
T1375	V2D	PUS/VANS.5-1T(TRUCK)T&TT)06-12 & COMP 016-025	Chevy Silverado 3500	\$70.92
T1373	V2D	PUS/VANS.5-1T(TRUCK)T&TT)06-12 & COMP 016-025	Chevy Silverado 3500	\$70.92
T1369	V2D	PUS/VANS.5-1T(TRUCK)T&TT)06-12 & COMP 016-025	Chevy Silverado 3500	\$70.92
T3262	BT2	BOOM TRUCK (HCETD)TC-110) 6870	CRANE TRUCK	\$59.99
T3076	WT	LG WINCH TRK(TRUCK)T&TT) 12-20	WINCH TRUCK	\$54.17
T2017	WT	LG WINCH TRK(TRUCK)T&TT) 12-20	DUAL WINCH RIG	\$54.17
T4355	T4	SPECIALTY TRAILER (TB-2) 12-14) & (PERMA) PLT18)	Slip Line Trailer	\$49.98
E5393	ACT	TLRMNTD AIR COMP(AIRCP 025-045	Doosan Air Compressor	\$48.69
E5350	ACT	TLRMNTD AIR COMP(AIRCP 025-045	AIR COMPRESSOR	\$48.69
E5384	P6	PUMP<4167G(PUMWA)APMP)125-250	GODWIN 12" PUMP-IPS BYPASS PUMP	\$42.70
E5386	P6	PUMP<4167G(PUMWA)APMP)125-250	GODWIN 12" PUMP-NPS BYPASS PUMP	\$42.70
E5287	P6	PUMP<4167G(PUMWA)APMP)125-250	10" Diesel Pump	\$42.70
T2375	ST1	SERVICVE TRUCK(TRUCK)06-12	F-550 Flatbed Dump	\$42.39
T1326	ST1	SERVICVE TRUCK(TRUCK)06-12	CHEVY SILVERADO 3500	\$42.39
T1327	ST1	SERVICVE TRUCK(TRUCK)06-12	CHEVY SILVERADO 3500	\$42.39
T1328	ST1	SERVICVE TRUCK(TRUCK)06-12	CHEVY SILVERADO 3500	\$42.39
T1271	ST1	SERVICVE TRUCK(TRUCK)06-12	DODGE RAM 2500	\$42.39
T2269	ST1	SERVICVE TRUCK(TRUCK)06-12	CHEV SILVERADO 3500	\$42.39
T1267	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	DODGE RAM 2500	\$42.39
T1268	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	DODGE RAM 2500	\$42.39
T1358	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	F-350 SUPER DUTY	\$42.39
T1359	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	F-350 SUPER DUTY	\$42.39
T1360	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	F-250 SUPER DUTY	\$42.39
T1361	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	F-250 SUPER DUTY	\$42.39

USD FLEET VEHICLE LISTING WITH RATE CODE & RATES as of 7-10-2023

Unit ID	Rate Code	Rate Code Description	Vehicle Description	Hourly Rate
T1370	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	Chevy Silverado 3500	\$42.39
T1371	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	Chevy Silverado 3500	\$42.39
T1372	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	Chevy Silverado 3500	\$42.39
T1374	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	Chevy Silverado 3500	\$42.39
T1384	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	2020 Silverado ARV Truck	\$42.39
T1383	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	2020 F-150	\$42.39
T1376	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	Chevy Silverado 3500	\$42.39
T1378	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	F-250 Super Duty	\$42.39
T1379	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	F-250 Super Duty	\$42.39
T1381	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	Chevy Silverado 3500	\$42.39
T1382	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	Chevy Silverado 3500	\$42.39
C7348	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, Yellow	\$37.61
C7349	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, Red	\$37.61
C7350	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, Green	\$37.61
C7356	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Coco Truck Cart	\$37.61
C7354	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, White	\$37.61
C7355	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, White	\$37.61
C7351	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, Yellow	\$37.61
C7352	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, White	\$37.61
C7353	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, White	\$37.61
T1380	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Ford F-150 4x4	\$37.61
P8366	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Chevy Volt	\$37.61
P8367	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Chevy Volt	\$37.61
P8368	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Chevy Bolt	\$37.61
P8369	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Chevy Bolt	\$37.61
P8371	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Chevy Bolt	\$37.61
P8370	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Chevy Bolt	\$37.61
P8365	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2014 Ford Transit Connect	\$37.61
T1368	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	TOYOTA TACOMA	\$37.61
P8363	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Dodge Caravan	\$37.61
P8364	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Dodge Caravan Cargo	\$37.61
T1367	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	CHEVY COLORADO 4WD	\$37.61
P8330	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Dodge Caravan	\$37.61
T1337	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	CHEV COLORADO 4WD	\$37.61
T1338	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	DODGE DAKOTA	\$37.61
T1339	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	CHEVY COLORADO	\$37.61
T1340	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	CHEVY COLORADO 4WD	\$37.61
P8035	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	1999 CHEVY ASTRO VAN	\$37.61
T1066	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2002 CHEVY 1500	\$37.61
T1256	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2004 DODGE DAKOTA	\$37.61
P8257	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2004 TOYOTA PRIUS	\$37.61
T1303	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2007 CHEVY COLORADO	\$37.61
T1304	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2007 CHEVY COLORADO	\$37.61
T1305	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2007 CHEVY COLORADO	\$37.61

USD FLEET VEHICLE LISTING WITH RATE CODE & RATES as of 7-10-2023

Unit ID	Rate Code	Rate Code Description	Vehicle Description	Hourly Rate
T1306	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2007 CHEVY COLORADO	\$37.61
T1309	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2007 CHEVY COLORADO	\$37.61
E5352	P5	PUMP<2083G(PUMWA)APMP)050-125	4" GODWIN PUMP	\$36.72
E5381	P5	PUMP<2083G(PUMWA)APMP)050-125	4" GODWIN PUMP	\$36.72
E5382	P5	PUMP<2083G(PUMWA)APMP)050-125	GODWIN 8" PUMP-BOYCE BYPASS PUMP	\$36.72
E5371	P5	PUMP<2083G(PUMWA)APMP)050-125	6" GODWIN PUMP	\$36.72
E5374	P5	PUMP<2083G(PUMWA)APMP)050-125	6" GODWIN PUMP	\$36.72
T4352	T5	LOWBED TRLR (TRAIL) (LB-A) 100	TILT DECK TRAILER	\$17.61
T4104	T5	LOWBED TRLR (TRAIL) (LB-A) 100	BACKHOE TRAILER	\$17.61
T4312	T5	LOWBED TRLR (TRAIL) (LB-A) 100	FLAT BED TRAILER	\$17.61
T4281	T5	LOWBED TRLR (TRAIL) (LB-A) 100	BACKHOE TRAILER	\$17.61
T4174	T5	LOWBED TRLR (TRAIL) (LB-A) 100	FLATBED TRAILER	\$17.61
E5100	WELDER	TLRMNTD WELDER(WELD)AWM250-500	TRAILER WELDER	\$17.19
E5273	LT	LIGHT TOWER (ELGEN)LITE)4LIGHT	BALDOR LIGHT TOWER	\$10.91
E5315	PW	PRESSURE WASHER	Steam Cleaner Trailer Mounted	\$10.63
E5389	PW	PRESSURE WASHER	Steam cleaner/Power washer	\$10.63
E5290	P1	PUMP <167G(PUMWA)APMP) 000-010	3" GORMAN RUPP PORTABLE PUMP	\$4.60
E5319	AB	ARROW BOARD (TRAF)A)(FLAS) TM	SOLAR ARROW BOARD	\$4.46
E5336	AB	ARROW BOARD (TRAF)A)(FLAS) TM	SOLAR ARROW BOARD	\$4.46
E5387	AB	ARROW BOARD (TRAF)A)(FLAS) TM	Arrow Board, Wanco	\$4.46
E5388	AB	ARROW BOARD (TRAF)A)(FLAS) TM	Arrow Board, Wanco	\$4.46
T4270	T3	TRLR <12000(TRAIT) (TB-2)04-06	BYPASS HOSE TRAILER	\$1.66
T4242	T3	TRLR <12000(TRAIT) (TB-2)04-06	CONCRETE SAW TRAILER	\$1.66
T4286	T3	TRLR <12000(TRAIT) (TB-2)04-06	EMERGENCY RESPONSE TRAILER	\$1.66
T4351	T3	TRLR <12000(TRAIT) (TB-2)04-06	TILT BED TRAILER	\$1.66
T4353	T3	TRLR <12000(TRAIT) (TB-2)04-06	Support Tow Trailer	\$1.66
T4354	T3	TRLR <12000(TRAIT) (TB-2)04-06	Easement Maint. Trailer	\$1.66

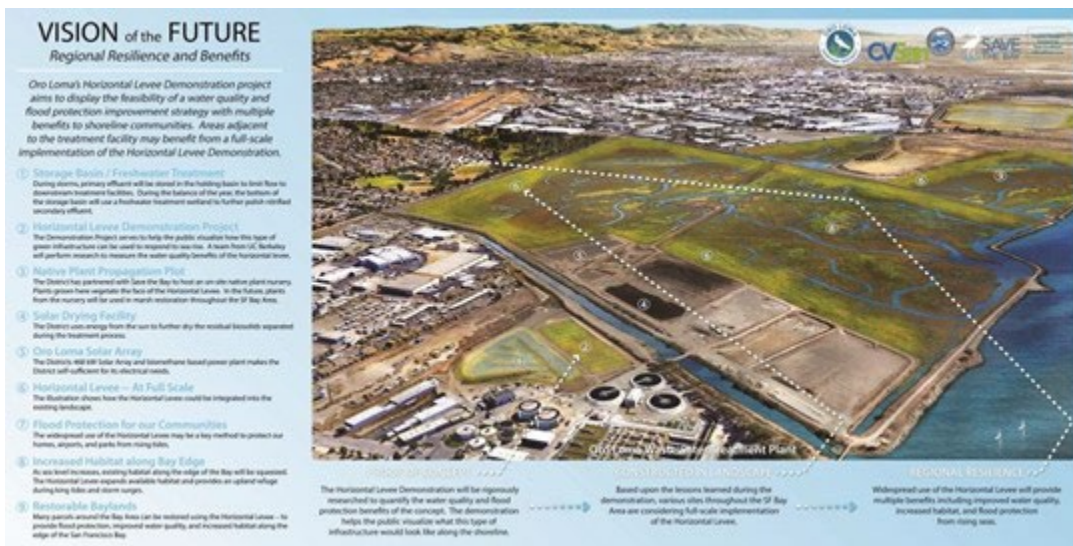
ITEM NO. OM7 MOTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH NATE KAUFFMAN FOR HORIZONTAL LEVEE VISIONING AND COMMUNICATIONS IN THE AMOUNT OF \$30,000

Recommendation

Approve the motion authorizing the agreement.

Background

Wetlands, horizontal levees, and other “Nature-based Solutions” (NbS) have the potential to provide multiple benefits including water quality improvement through reduction of nutrients and contaminants of emerging concern, creation or restoration of habitat, and protection from sea level rise. Working with Oro Loma and Castro Valley Sanitary Districts and a host of other stakeholders, EBDA has been championing the concept of horizontal levees for multi-benefit shoreline resilience around the Bay. This included creation of the Oro Loma Horizontal Levee demonstration project, a “living laboratory” where research continues. As part of the original project development, landscape architect, Nate Kauffman, was retained by Oro Loma to develop graphics illustrating what the horizontal levee might look like at scale, including the vision board below. Dr. Kauffman is Director of the Sustainable Environmental Design Program at U.C. Berkeley.



As noted previously, the Authority has been engaged more recently in several parallel projects that seek to advance NbS concepts along the East Bay shoreline, including the Transforming Shorelines Project. Transforming Shorelines is led by the San Francisco Estuary Partnership (SFEP) and funded by USEPA Region 9 under its Water Quality Improvement Fund. The project contains a number of components aimed at advancing NbS at wastewater treatment plants. Elements include:

- Establishment of the Transforming Shorelines Collaborative, a stakeholder group that will collaborate on challenges and opportunities associated with NbS projects around the Bay, including San Leandro, Hayward, Oro Loma, and others
- Continued U.C. Berkeley research at the Oro Loma Horizontal Levee demonstration project, including study of reverse osmosis (RO) concentrate treatment
- A feasibility study for NbS at the Hayward Ponds
- Design and environmental permitting of the EBDA First Mile horizontal levee project
- Collaboration for development of treatment wetlands at San Leandro

EBDA is leading the First Mile project and championed the Hayward study, with support from SFEP and the EBDA Member Agencies. In November 2019, the Commission approved Resolution 19-42 authorizing the General Manager to enter into a funding agreement with the Association of Bay Area Governments, SFEP's parent agency. Per that agreement, SFEP is passing through \$650,000 in grant funds to EBDA to reimburse the Authority for consultant costs.

In coordination with SFEP, City of Hayward, and East Bay Regional Park District (EBRPD) staff, Authority staff developed a Request for Proposals (RFP) seeking an engineering and environmental consultant for the Hayward and First Mile projects and selected Environmental Science Associates (ESA). In December 2021, the Commission approved a \$600,000 contract with ESA for design work associated with the two projects. \$50,000 of the grant funds was held in reserve for related projects.

Discussion

As the First Mile and other horizontal levee projects around the region move forward toward implementation, there is a growing need to help decision-makers, funders, and the public understand the context for and benefits of these nature-based solutions. Staff is recommending contracting with Dr. Kauffman to develop a new set of drawings that highlight different aspects of the First Mile project. The proposed scope, attached, includes development of an eight-drawing suite of images, plus some contingency for adding or refining drawings as needed, which would only be spent upon authorization by EBDA.

The full \$30,000 would be reimbursed by EPA via SFEP under the grant. Work would be completed this calendar year. The images would then be used by EBDA, SFEP, and other partners in presentations, websites, and meetings as part of stakeholder engagement on the First Mile project in the coming years. A full public and stakeholder engagement plan will be developed when the project implementation schedule is better defined, and it will be brought to the Commission for discussion and input.

SCOPE of WORK

June 6th, 2023

Project: Horizontal Levee Visioning and Communications // First Mile Project

Clients / Partners : San Francisco Estuary Partnership (hereinafter referred to as SFEP; Primary Point of Contact: Heidi Nutters); East Bay Dischargers Authority (hereinafter EBDA; Primary Point of Contact: Jackie Zipkin)

Consultant / Prepared by : Nate Kauffman, PhD

Project Location & Background

Recent experimental results at the Oro Loma Sanitary District's Wastewater Treatment Plant (WWTP) Horizontal Levee Demonstration Project have shown promising results for a nature-based approach to sea level rise (SLR) adaptation. This project explores the capabilities of a constructed landform to provide multiple services and advantages for adjacent communities, infrastructure, and the regional estuary and landscape by: building a physical barrier to mute and mitigate flooding; establishing an ecotone habitat, refugio and transition zone to support and protect myriad species and promote biodiversity; reducing pollutant loading to the San Francisco estuary; alleviate stresses, impacts and costs to water infrastructure; and expanding numerous sociocultural benefits to local residents.

Oro Loma WWTP is located adjacent to a site managed by East Bay Regional Park District (EBRPD) that may serve as the next logical stage in project development and management, namely through the construction of a Horizontal Levee that physically interacts with the Baylands, unlike the demonstration project. For the purposes of this Scope and the various tasks and deliverables associated with its undertaking, the site and potential Horizontal Levee construction scheme are referred to herein as the "First Mile" site and project (or shorthanded simply as First Mile).

Project Goals and Intention

Work to plan, finance and construct networks of SLR adaptation projects is a complex undertaking still in its nascent stages. This project is intended to build broader interest, understanding, awareness and support for various goals and outcomes that may be realized by incorporating Horizontal Levees into applied regional adaptation planning work. Broadly, the project seeks to provide visioning materials and communications consulting services for imagining and illustrating possible stages in the inception of First Mile and its concept development; and through conveying some of its key functions, elements and characteristics. These deliverables, likewise, are intended to provide and broaden a platform for the consideration of Horizontal Levee landform technologies and their associated services.

Consultant Services :

To satisfy the aforementioned goals and intentions of First Mile, the Consultant will supply several services and materials to the Client. These include:

- Collaboration with Clients to identify and agree upon approaches for conveying aspects of First Mile to multiple stakeholders, including the public, practitioners/planners and policymakers/local leaders and decision makers.
- Development and provision of a suite of visualizations (deliverables) that render and convey various aspects of First Mile, and its possible functions and outcomes.
- Collaborative scheduling, coordination and structuring of discussions/meetings with Project and Core Teams. Integration of technical information from existing reports and documents; and *technical* feedback from advisers to guide the development of certain project deliverables.*
- Strategic advising to aid in the effective use of deliverables for communications purposes including outreach, educational and planning purposes.

* Please Note: A frequently-encountered situation on projects of this nature features the ballooning of tasks commensurate with the number of included decision-makers whose approval is required for the finalization of deliverables and their included elements. This, in turn, tends to produce scope creep if and when the Consultant is expected to facilitate or incorporate a “design by committee” approach – and often this comes at the cost of simultaneously weakening the visual cohesiveness, technical rigor and/or artistic standards of the Consultant and, more importantly, reducing the strategic value of the deliverables and diminishing their usefulness.

For these reasons, while the Consultant will productively and professionally engage with technical advisors and “third party” Project stakeholders to incorporate their feedback and suggestions, he must also protect the integrity of his workflow, craft and overall endeavor of the project to ensure high-quality results. It is therefore imperative that the Project Team maintain a high-level of communication regarding the decision making process as it relates to the creative process, vision, experience and capabilities of the Consultant while including and integrating the most important third party needs and notes for influencing work products. In short, any deliverable that tries to be “everything to everyone” is likely to work well for no one – though this reality can,

in part, be addressed by including a number of deliverables designed to satisfy and/or apply to different stakeholders, as is the case in the First Mile Project scoped here.

Tentative Timeline and Scheduling

- June 2023: Initial meetings with Client to define a draft scope of work; refinement of scope for agreed-upon terms, definitions and deliverables; finalization of budgets and near-term (3-month) schedule of tasks; provision of 2nd round (not sketched included in this SOW) analog/hand drawn rough drafts of deliverables.
- August 2023: Initial “Red-line” editing sessions initially with Project Team and/or Transforming Shorelines Core Team (TSCT); ongoing discussion and planning for use of deliverables at regional science conferences, local meetings etc.; development of digital rough drafts for review, refinement, approval.
- September-October 2023: Secondary and/or followup Red Line sessions with Project Team for finalization, review and completion of digital drafts; packaging and formatting for distribution, internal use and external broadcast; coordination for outreach and communications with final deliverables. Final project deliverables will be furnished in draft form in/as 50%/75% complete before project close.
- November 2023 (by or before Thanksgiving weekend): Project close. Delivery and archiving of final work products packaged and formatted based on Client needs, standards, etc. Additional outreach and comms coordination possible and pursuable as necessary and agreed upon.

Note: Some flexibility in project milestones and exact action items based on various team member schedules, etc. will be expected. The Consultant will work to coordinate, schedule, structure and lead discussions and ?

Specified and Suggested Deliverables

The following thumbnail sketches describe planned and proposed deliverables as a function of initial two meetings between SFEP, EBDA and Consultant (Project Team). These are intended as working/rough drafts to identify the various audiences, levels of engagement, formats, and strategies for illustrating commensurate visual elements identified as important by the Project Team. Sketches and annotated elements are included here to establish and agree upon terms

captured by this scope of work including the costs, timing and strategic stages involved in successfully executing the project. The proposed drawings fall into 3 categories:

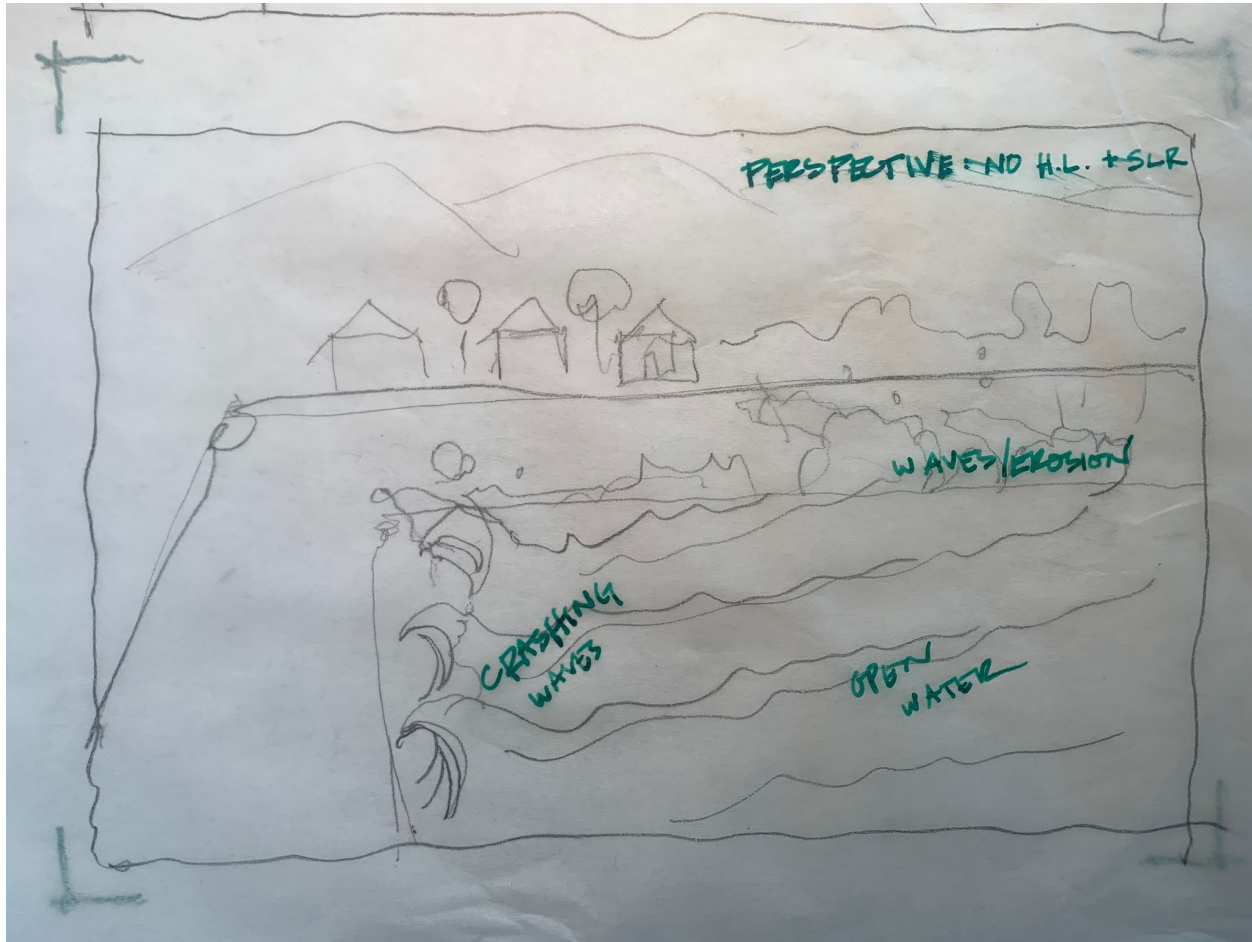
- “Photo-real” illustrations: Renderings stressing evocative and aesthetic aspects of First Mile, including social and cultural services, amenities or activities.
- Diagrammatic and schematic drawings: Displaying the “mechanics” of the project, its hydrologic and biogeophysical elements and various functions.
- “Birdseye” illustrations: Elevated aerial views of the project and surrounding local context; and/or displaying alternative future scenarios (constructed vs. not).

* Note: The following suite of eight (8) drawings represent a multi-pronged approach involving various strategies for communications, visioning and educational purposes that may target or best be utilized with certain stakeholders; and/or which may apply to various scenarios, timeframes, events, etc. As such, this Draft Scope lays out a budget and timeline for completing the comprehensive set described, and may be adjusted by the Project Team with commensurate impacts on overall scope, prior to formal contract adoption.

List of Draft Deliverables



PERSPECTIVE 1: With Horizontal Levee. Ground-level view facing East near the 90-degree bend in First Mile project. Drawing conveys pedestrian and bike(?) access and amenities potentially including overlook for birdwatching, etc. Situates project in local landscape/neighborhood with views of regional hills and shows wildlife, realistic vegetative cover of HL and waters of the Bay. Fully illustrative and photo-realistic.



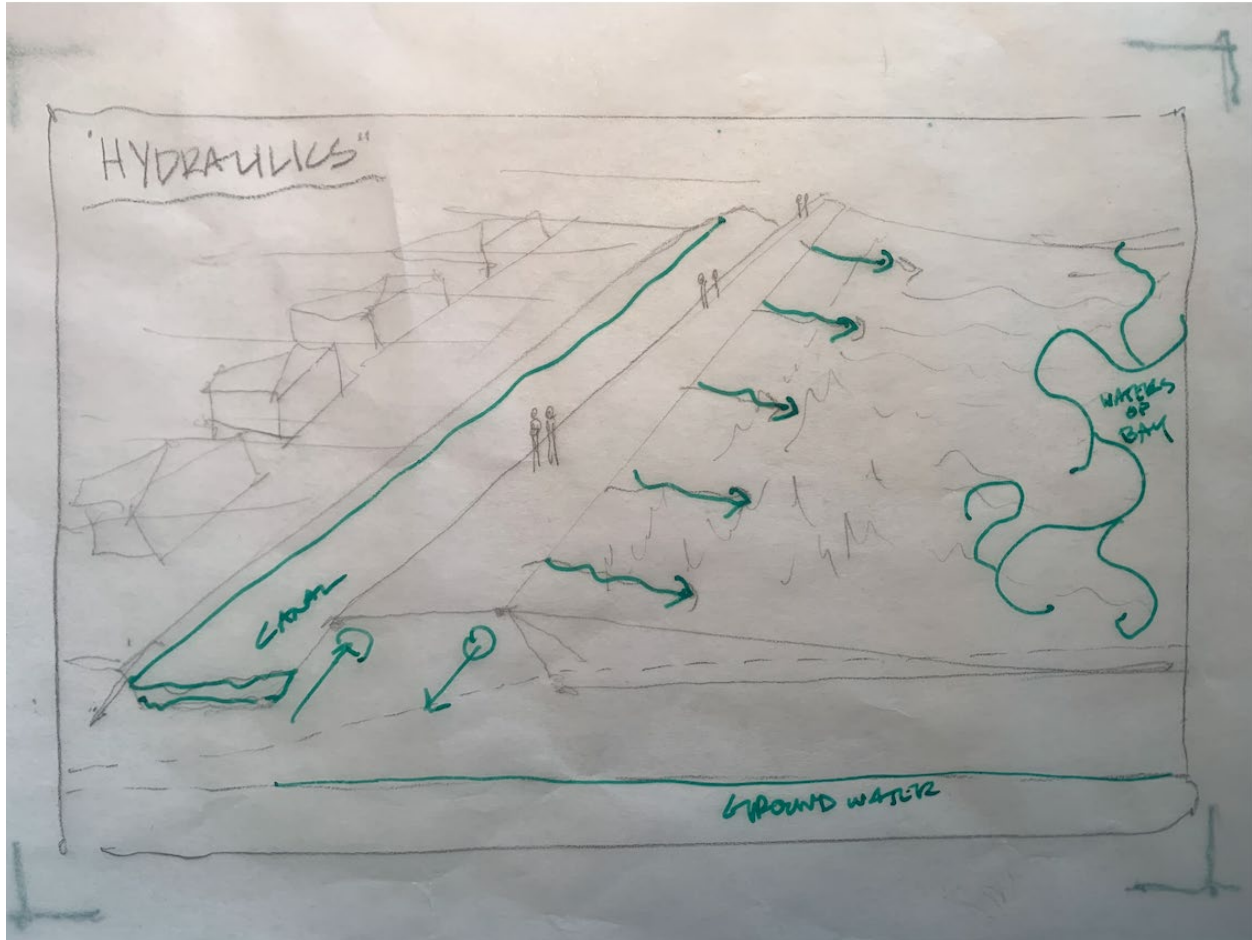
PERSPECTIVE 2: Without Horizontal Levee. Ground-level view facing East near the 90-degree bend in First Mile project. Drawing conveys a rainy-day/stormy scenario/event inundating the project site due to the effects of rain/waves/tides/SLR. Evident in the drawing are breaking waves, runups from surge and general conveyance of future conditions without established buffer zones. Fully illustrative and photo-realistic.



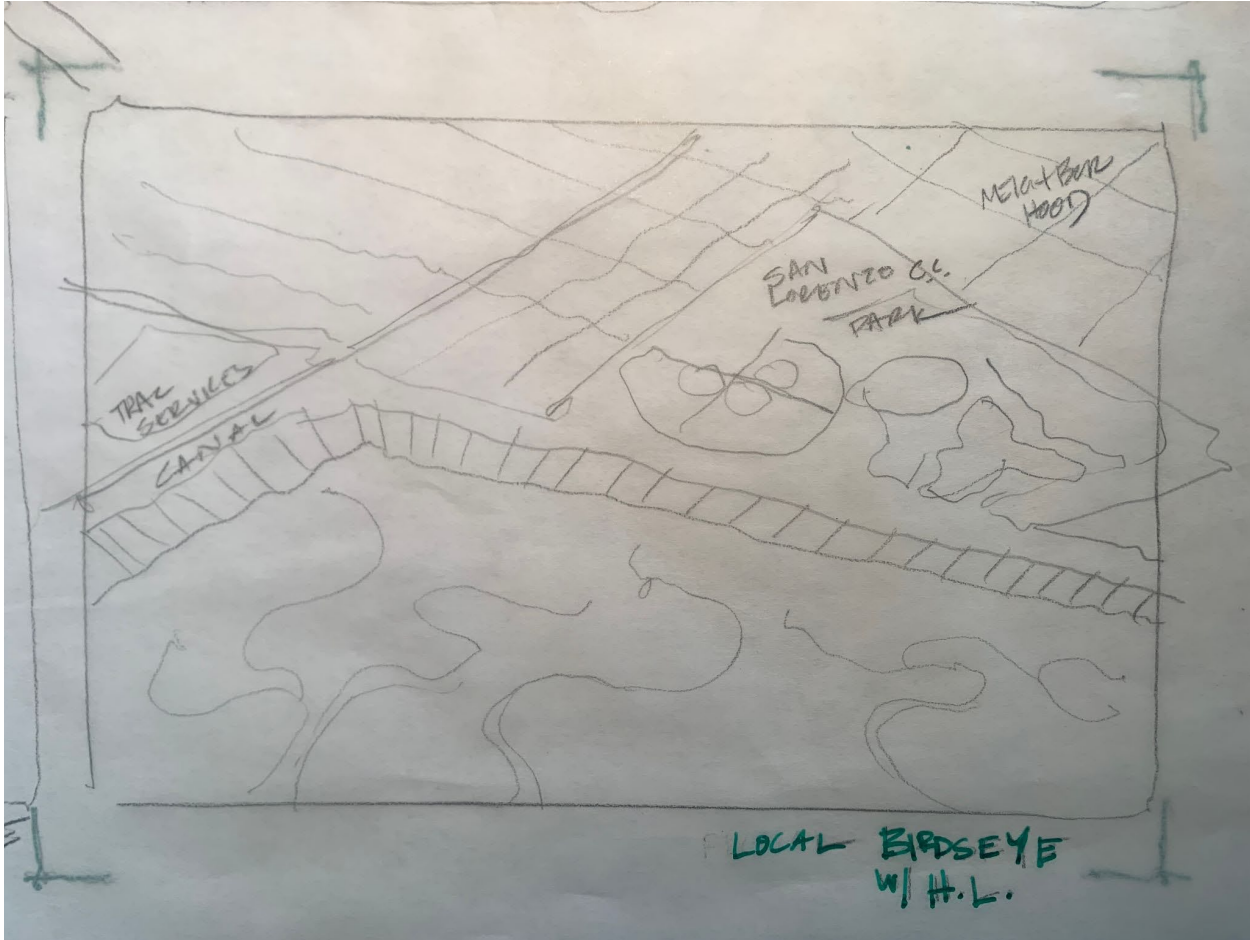
PERSPECTIVE 3: Community Access and Amenities. Ground-level view facing South down axis of existing levee. Drawing shows a future scenario in which First Mile has been integrated into the Bay Trail or a local access and pedestrian/bike circulation scheme. Elements including a pedestrian bridge connecting neighborhood and/or existing park and community services to First Mile; Sociocultural use and utility, timeframe is likely decades away. Fully illustrative and photo-realistic.



PERSPECTIVE 4: Indigenous Landscapes. Ground-level view facing East from mid-face of HL. Shows use of the HL to host and support growth, harvesting, restoration and reuse of natural resources related to indigenous communities and uses. Drawing may show segment of HL as “working” landscape in contrast to the off-limits preservation model. Drawing may utilize “hybrid” graphic elements to capture and convey relationships between resources and their uses by people in addition to broader biodiversity and landscape ecological processes.



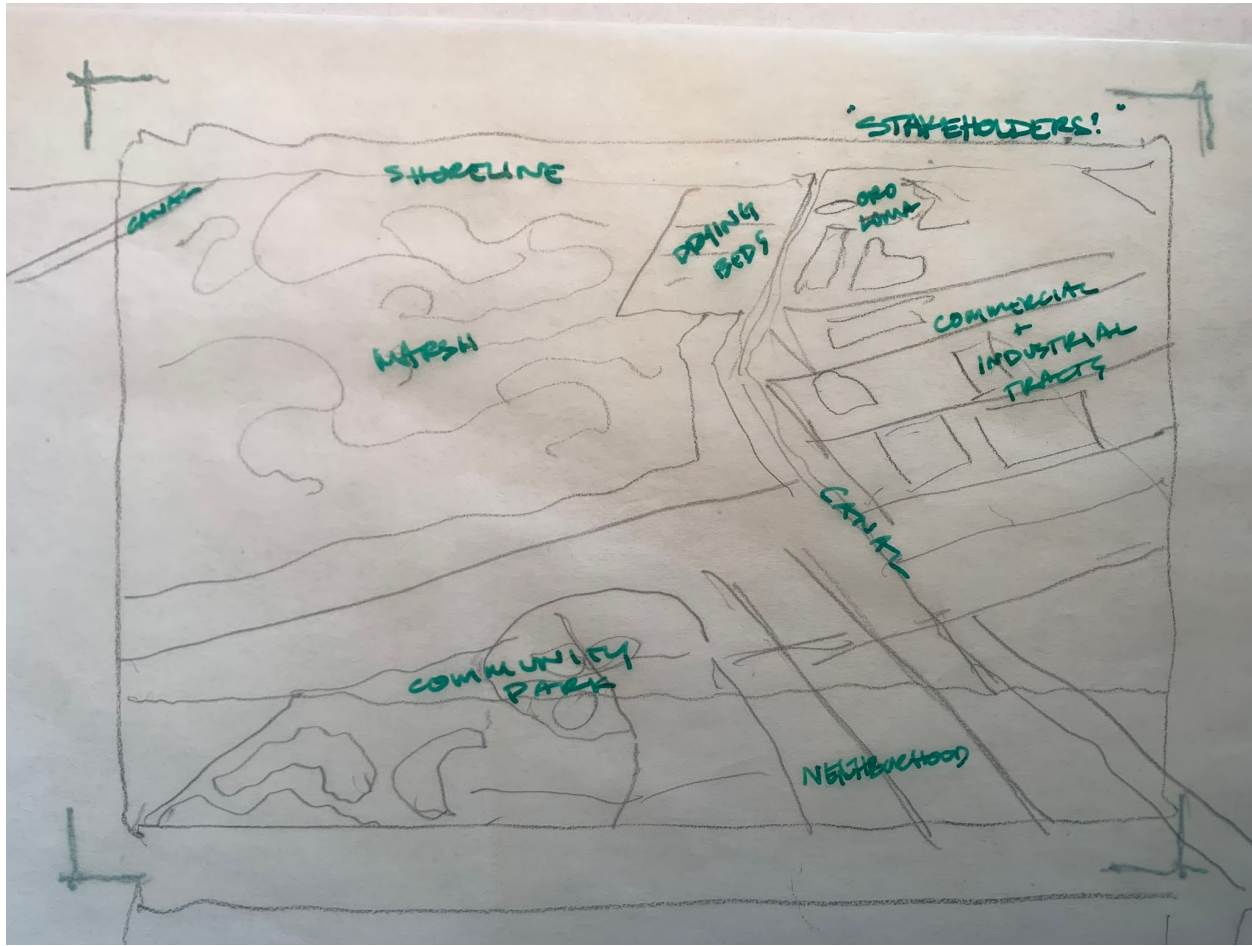
DRAWING 5: Hydraulics/Mechanics. Hybrid drawing using a cutaway approach to show and convey functional elements and flows interacting with or managed by the HL. Elements may include canal/slough and its waters; groundwater; R/O Concentrate; waters of the Bay, etc. May also show basic biogeochemical performance of the HL by calling out various points or stages in the treatment train; and situates the landform in a landscape context. Can be sited in various parts of First Mile to capture desired elements; or serve as a diagram without a specific or specified location. Hybrid drawing.



BIRDSEYE 1 (Drawing #6): Local Birdseye WITH Horizontal Levee. Drawing from low-slung aerial perspective (~2500' elevation) showing the First Mile project in local context. Various elements from the surrounding area can be highlighted or omitted based on framing and cropping. Demonstrates how the HL would be integrated into the tracts and parcels constituting the broader site conditions, and illustrates its adjacent, contiguous and proximal relationships to key points in the landscape including neighborhoods, parks, amenities, businesses, existing infrastructure, etc. May use diagrammatic elements to display and describe these.



BIRDSEYE 2 (Drawing #7): Local Birdseye WITHOUT Horizontal Levee. Drawing from low-slung aerial perspective (~2500' elevation) possibly looking roughly E/NE intended for use with prior drawing (#6) contrasting the state of the local landscape with and without HLs at First Mile. This drawing conveys the latter condition: one in which a lack of HLs has created a situation in which open water has inundated the Bayland parcels to a “brimfull” condition with the existing levees; and one in which freeboard is limited and numerous parcels and assets are exposed to impacts of more proximate flood conditions.



BIRDSEYE 3 (Drawing #8): Local Stakeholders. Drawing from low-slung aerial perspective facing West, illustrating numerous local and regional stakeholders and their property, parcels, resources, assets, infrastructure and spatial relationship to First Mile and its landscape elements including HLs. This drawing may be partially diagrammatic to display information graphically or in text overlays to illustrate or emphasize various stakeholders and their assets. A cursory review of the site and its environs demonstrates the rich and complex interplay of the urban landscape fabric, and comprised of numerous private and public land ownership, management/stewardship relationships in addition to functional services provided by various actors. Drawing serves to illustrate the deep interconnectedness and broad interest that complex adaptation projects must increasingly encounter and embody.

Budgeting and Costs

<u>Consultant Services</u>	<u>Tasks</u>	<u>Costs</u>
Project Management and Delivery	Project onboarding including strategy, scoping and editing; site visits, document review and analysis; Communications consulting and planning; preparatory work including drafting, discussing and finalizing deliverables; Ongoing meetings, updates and progress reviews; Post-production work including packaging, formatting, sharing, archiving, distributing project materials.	\$4,810
Work Products / Deliverables*	All actions associated with production of high-quality, hi-res visuals, including field work/photography/sampling, mapping, 3D rendering, photo collage, schematic design and renderings, incorporation and integration of graphic elements including text blocks, diagramming etc.	\$21,000
Total		\$25,810

* Cost spec'd for full, 8-drawing suite of deliverables itemized in previous section, above.

Fee Disbursement Schedule

<u>Milestone</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
Project Initiation	SOW Approval and Signatures	July 21st, 2023	\$ 1,500
Rough Drafts 1	Annotated Hand-Drawn Set	August 1st, 2023	\$ 3,500
Digital Drafts 1	Project Team Redline Session 1 - Core Team Optional	August 22nd*, 2023	\$ 3,500
Digital Drafts 2	Project Team Redline Session 2	September 15th, 2023	\$ 3,500
50% Final Drafts	Project Team Review/Guidance	October 13th, 2023	\$ 4,000
75% Final Drafts	Project Team Review/Guidance	October 27th, 2023	\$ 4,000
Project Close	Delivery of Final Set of Drawings	November 21st, 2023	\$ 5,810
Contingency**			\$4,190
Total			\$30,000

*Approximate meeting date: exact date TBD.

**To be spent only upon written authorization by EBDA.

ITEM NO. OM8 MOTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A TASK ORDER-BASED AGREEMENT WITH GSE, INC., TASK ORDER NUMBER 1 FOR AS-NEEDED SERVICES IN AN AMOUNT NOT TO EXCEED \$25,000 AND TASK ORDER NUMBER 2 FOR OLEPS WET WELL SLUICE GATE REPAIRS IN THE AMOUNT OF \$75,000

Recommendation

Approve the motion authorizing the agreement and task orders.

Background

For a number of years, the Oro Loma Effluent Pump Station (OLEPS) North Wet Well influent gate has had a broken guide-bearing and a bent shaft. Because it was still operational, staff elected to defer repair until a larger related need arose.

Last Fall, in the process of completing preventative maintenance activities at OLEPS, the Effluent Pump No. 2 Inlet Gate got stuck in the closed position when the actuator drive threads failed. OLSM Maintenance staff disassembled the gate actuator, opened the gate using the OLEPS Bridge Crane, and sent the old actuator part out to have a new one custom fabricated. On October 31, 2022, the newly fabricated actuator drive threads were installed, and the Effluent Pump No. 2 Inlet Gate is fully operational.

Following this failure, staff added a project to the FY 2023/2024 Renewal and Replacement Fund List to repair this gate and perform inspections and preventative maintenance on all seven OLEPS Wet Well sluice gates.

Discussion

GSE, Inc. (GSE) is in the process of completing a sluice gate replacement project for OLSM. Staff is therefore recommending hiring GSE to conduct work on EBDA's OLEPS sluice gates. Staff recommends executing a task order-based contract with GSE. Under Task Order 1, GSE would provide construction services on small projects as they arise at the direction of EBDA, up to a cost ceiling of \$25,000. Under Task Order 2, GSE would perform work on the OLEPS sluice gates. GSE would begin by repairing the broken guide-bearing and bent shaft on the North Wet Well influent gate. They would then inspect all the gates to identify and then implement any other recommended repairs. Lastly, GSE would perform preventative maintenance on all the gates. Staff believes that the proposed cost ceiling of \$75,000 provides sufficient flexibility to cover the proposed work.

ITEM NO. OM9 MOTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A WORK ORDER-BASED AGREEMENT WITH D.W. NICHOLSON CORPORATION, TASK ORDER NUMBER 1 FOR AS-NEEDED SERVICES IN AN AMOUNT NOT TO EXCEED \$25,000 AND TASK ORDER NUMBER 2 FOR OLEPS EMERGENCY OUTFALL WEIR IMPROVEMENT IN THE AMOUNT OF \$55,822

Recommendation

Approve the motion authorizing the agreement and task orders.

Background

As approved in the RRF Project List for FY 2023/2024, staff is proposing to improve the Oro Loma Effluent Pump Station (OLEPS) emergency outfall weir. The current weir height was increased by one foot with lumber, and while originally intended as a temporary measure, it has been in place for a number of years. In 2021, staff engaged Carollo Engineers (Carollo) to perform an engineering evaluation and hydraulic analysis of the emergency outfall. Carollo's recommendation following that analysis was to remove and replace the existing lumber weir with a permanent weir and increase its elevation. Carollo initially suggested replacing the existing weir with a permanent concrete weir at an increased elevation. The concept was then revised to include installation of a new permanent stainless-steel weir at an increased elevation. By changing the material of the new weir from concrete to stainless steel, the installation of the new weir will be greatly simplified.

This proposed upgrade will improve the integrity of the weir, and the increased height will increase system detention time, delaying or preventing an unanticipated bypass in the event of a catastrophic failure at OLEPS.

Discussion

Staff received two bids for the OLEPS Emergency Outfall Weir Improvement Project, and D.W. Nicholson Corporation (DWN) was the lowest responsive bidder. DWN has performed construction work for renewal and replacement of EBDA infrastructure for many years. Staff is recommending authorizing a task order-based contract with DWN. Under Task Order 1, DWN would provide construction services on small projects as they arise at the direction of EBDA, up to a cost ceiling of \$25,000. Under Task Order 2, DWN would complete the OLEPS Emergency Outfall Weir Improvement Project at their bid price of \$55,822.