



BOARD MEETING AGENDA
Monday, October 14, 2019
Regular Meeting - 7:00 P.M.

Union Sanitary District
Administration Building
5072 Benson Road
Union City, CA 94587

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

1. Call to Order.

2. Salute to the Flag.

3. Roll Call.

- Motion 4. Approve Minutes of the Board Meeting of September 23, 2019.

- Motion 5. Approve Minutes of the Special Board Meeting of September 24, 2019.

- Motion 6. Approve Minutes of the Special Board Meeting of October 1, 2019.

- Motion 7. Approve Minutes of the Special Board Meeting of October 7, 2019.

- Motion 8. August 2019 Monthly Operations Report *(to be reviewed by the Budget & Finance and Legal/Community Affairs Committees)*.

9. Written Communications.

10. Public Comment.
Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available in the Boardroom and are requested to be completed prior to the start of the meeting.

- Motion 11. General District Election *(to be reviewed by the Personnel Committee)*.
 - a) Consider a Resolution Ordering, Calling, Providing For, and Giving Notice of a General Election to be Held in Union Sanitary District, Alameda County, California, on March 3, 2020, for the Purpose of Electing Three Directors.
 - b) Consider a Resolution Ordering the Consolidation of the Union Sanitary District General Election on March 3, 2020, with the Direct Primary Election to be Held on March 3, 2020, and Requesting the Board of Supervisors of the County of Alameda to Consolidate said General District Election with said Direct Primary Election to be held on said date.

- Direction 12. Discuss Proposed Revisions to Policy 3070, Boardmember Officers and Committee Membership *(to be reviewed by the Legal/Community Affairs Committee)*.
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- Motion 13. Consider Approval of a License Agreement between Union Sanitary District and Mango Materials *(to be reviewed by the Legal/Community Affairs Committee)*.
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- Motion 14. Consider a Resolution to Allow Union Sanitary District to Join the CSAC (California State Association of Counties) Excess Insurance Authority *(to be reviewed by the Personnel Committee)*.
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- Motion 15. Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8098 – Glass Bay, located at 8400 Enterprise Drive, in the City of Newark *(to be reviewed by the Legal/Community Affairs Committee)*.
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- Motion 16. Award the Construction Contract for the Alvarado Influent Pump Station Improvements Project to Kiewit Infrastructure West Co. *(to be reviewed by the Engineering and Information Technology Committee)*.
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- Motion 17. Award the Construction Contract for the Calcium Thiosulfate Chemical Tank Project to D.W. Nicholson Corporation *(to be reviewed by the Engineering and Information Technology Committee)*.
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- Motion 18. Authorize the General Manager to Execute Task Order No. 3 with Woodard & Curran, Inc. for the Headworks Screen No. 3 Project *(to be reviewed by the Engineering and Information Technology Committee)*.
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- Motion 19. Consider a Resolution to Adopt the Mitigated Negative Declaration for the Standby Power Generation System Upgrade Project and Approve the Standby Power Generation System Upgrade Project as Defined in the Mitigated Negative Declaration *(to be reviewed by the Engineering and Information Technology Committee)*.
-
- Information 20. Check Register.
-
- Information 21. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Engineering and Information Technology Committee – Wednesday, October 9, 2019, at 10:00 a.m.
 - Director Toy and Director Fernandez
 - b. Budget & Finance Committee – Thursday, October 10, 2019, at 11:30 a.m.
 - Director Kite and Director Lathi
 - c. Legal/Community Affairs Committee – Thursday, October 10, 2019, at 12:00 p.m.
 - Director Fernandez and Director Handley
 - d. Personnel Committee – Friday, October 11, 2019, at 1:00 p.m.
 - Director Toy and Director Lathi
 - e. Audit Committee – will not meet.
 - f. Legislative Committee – will not meet.
-
- Information 22. General Manager’s Report. *(Information on recent issues of interest to the Board)*.
-
23. Other Business:

- a. Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
 - b. Scheduling matters for future consideration.
-

24. Adjournment – The Board will adjourn to a Board Workshop in the Mission Conference Room on Tuesday, October 15, 2019, at 6:00 p.m.

25. Adjournment – The Board will then adjourn to the next Regular Board Meeting in the Boardroom on Monday, October 28, 2019, at 7:00 p.m.

The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager's office at (510) 477-7503 at least 24 hours in advance of the meeting.



**ENGINEERING AND INFORMATION TECHNOLOGY
COMMITTEE MEETING**

Committee Members: Director Toy and Director Fernandez

AGENDA

**Wednesday, October 9, 2019
10:00 A.M.**

**Alvarado Conference Room
5072 Benson Road
Union City, CA 94587**

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

1. Call to Order

2. Roll Call

3. Public Comment

Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.

4. Items to be reviewed for the Regular Board meeting of October 14, 2019:

- Award the Construction Contract for the Alvarado Influent Pump Station Improvements Project to Kiewit Infrastructure West Co.
 - Award the Construction Contract for the Calcium Thiosulfate Chemical Tank Project to D.W. Nicholson Corporation
 - Authorize the General Manager to Execute Task Order No. 3 with Woodard & Curran, Inc. for the Headworks Screen No. 3 Project
 - Consider a Resolution to Adopt the Final Mitigated Negative Declaration of Environmental Impacts for the Standby Power Generation System Upgrade Project and Approve the Standby Power Generation System Upgrade Project as Defined in the Final Mitigated Negative Declaration for the Purpose of Filing the Notice of Determination
-

5. Adjournment

<p>Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.</p>
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REVISED



BUDGET & FINANCE COMMITTEE MEETING
Committee Members: Director Kite and Director Lathi

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA
Thursday, October 10, 2019
11:30 A.M.

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

Karen W. Murphy
Attorney

**THIS MEETING WILL BE TELECONFERENCED WITH DIRECTOR LATHI FROM THE GUEST PARKING AREA ON OCASO CAMINO, WEST OF AND CLOSEST TO THE INTERSECTION OF PASEO PADRE PARKWAY IN FREMONT, CALIFORNIA.
THE TELECONFERENCE LOCATION SHALL BE ACCESSIBLE TO THE PUBLIC.**

1. Call to Order

2. Roll Call

3. Public Comment
Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.

4. Items to be reviewed for the Regular Board meeting of October 14, 2019:
 - August 2019 Monthly Operations Report
 - General Manager's Expense Reimbursement

5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting.
No action will be taken at committee meetings.

The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager's office at (510) 477-7503 at least 24 hours in advance of the meeting.



LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING

Committee Members: Director Fernandez and Director Handley

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA

**Thursday, October 10, 2019
12:00 P.M.**

**Alvarado Conference Room
5072 Benson Road
Union City, CA 94587**

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

1. Call to Order

2. Roll Call

3. Public Comment

Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.

4. Items to be reviewed for the Regular Board meeting of October 14, 2019:

- Review and Consider Approval of Proposed Revisions to Policy 3070, Boardmember Officers and Committee Membership
 - Consider Approval of a License Agreement between Union Sanitary District and Mango Materials
 - Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8098 – Glass Bay, located at 8400 Enterprise Drive, in the City of Newark
 - August 2019 Monthly Operations Report
-

5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting.
No action will be taken at committee meetings.

The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager's office at (510) 477-7503 at least 24 hours in advance of the meeting.

REVISED



PERSONNEL COMMITTEE MEETING

Committee Members: Director ~~Fernandez~~ Lathi and
Director ~~Kite~~ Toy

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA

Friday, October 11, 2019
1:00 P.M.

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

Karen W. Murphy
Attorney

**THIS MEETING WILL BE TELECONFERENCED WITH DIRECTOR LATHI FROM THE GUEST PARKING AREA ON OCASO CAMINO, WEST OF AND CLOSEST TO THE INTERSECTION OF PASEO PADRE PARKWAY IN FREMONT, CALIFORNIA.
THE TELECONFERENCE LOCATION SHALL BE ACCESSIBLE TO THE PUBLIC.**

1. Call to Order

2. Roll Call

3. Public Comment

4. Items to be reviewed for the Regular Board meeting of October 14, 2019:
 - General District Election
 - Consider a Resolution Ordering, Calling, Providing For, and Giving Notice of a General Election to be Held in Union Sanitary District, Alameda County, California, on March 3, 2020, for the Purpose of Electing ~~Two~~Three Directors.
 - Consider a Resolution Ordering the Consolidation of the Union Sanitary District General Election on March 3, 2020, with the Direct Primary Election to be Held on March 3, 2020, and Requesting the Board of Supervisors of the County of Alameda to Consolidate said General District Election with said Direct Primary Election to be held on said date.
 - Consider a Resolution to Allow Union Sanitary District to Join the CSAC (California State Association of Counties) Excess Insurance Authority

5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings. The Public may provide oral comments at regular and special Board meetings; however, whenever possible, written statements are preferred (to be received at the Union Sanitary District at least one working day prior to the meeting). If the subject relates to an agenda item, the speaker should address the Board at the time the item is considered. If the subject is within the Board's jurisdiction but not on the agenda, the speaker will be heard at the time "Public Comment" is calendared. Oral comments are limited to three minutes per individual, with a maximum of 30 minutes per subject. Speaker's cards will be available and are to be completed prior to discussion of the agenda item.

The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager's office at (510) 477-7503 at least 24 hours in advance of the meeting.

THE PUBLIC IS INVITED TO ATTEND

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
September 23, 2019**

CALL TO ORDER

President Toy called the meeting to order at 7:00 p.m.

SALUTE TO THE FLAG

ROLL CALL

PRESENT: Jennifer Toy, President
Tom Handley, Vice President
Pat Kite, Secretary
Anjali Lathi, Director
Manny Fernandez, Director

STAFF: Paul Eldredge, General Manager/District Engineer
Leah Castella, District Counsel
Sami Ghossain, Technical Services Manager
Armando Lopez, Treatment and Disposal Services Manager
James Schofield, Collection Services Manager
Robert Simonich, Fabrication, Maintenance, and Construction Manager
Laurie Brenner, Business Services Coach
Mike Marzano, Environmental Health and Safety Program Manager
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk
May Bautista, Administrative Specialist

VISITORS: Roelle Balan, Tri-City Voice Newspaper

APPROVE MINUTES OF THE BOARD MEETING OF SEPTEMBER 9, 2019

It was moved by Secretary Kite, seconded by Director Lathi, to Approve Minutes of the Board Meeting of September 9, 2019. Motion carried unanimously.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

AWARD THE CONSTRUCTION CONTRACT FOR THE HEADWORKS SCREENS REPLACEMENT PROJECT TO KIEWIT INFRASTRUCTURE WEST CO.

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the Project will include replacement of the two existing mechanical screens and installation of a new mechanical screen, in addition to replacement of the trash compactor. The scope of work was listed in the Board meeting packet. Staff advertised the Project for bids in June, and the two bids received were opened July 25, 2019. The Engineer's Estimate for the Total Base Bid of the Project was \$2.5 million. Kiewit Infrastructure West Co. submitted the low Total Base Bid of \$1,816,115, which was 27.4% lower than the Engineer's Estimate. Detailed results were presented in Table 1 included in the Board meeting packet. There were two bid alternates. Bid Alternate A was a deductive bid item to delete the replacement of one existing mechanical screen. Staff recommended excluding Bid Alternate A from the construction contract and including Bid Alternate B. Kiewit agreed to furnish the mechanical screen from one of the listed manufacturers without change to its bid price. No bid protests were received. The contractor will have 392 calendar days to complete the Project from Notice to Proceed with an estimated completion date of October 2020. Staff recommended the Board award the Construction Contract for the Headworks Screens Replacement Project to Kiewit Infrastructure West Co. in the amount of \$1,822,115.

It was moved by Director Fernandez, seconded by Vice President Handley, to Award the Construction Contract for the Headworks Screens Replacement Project to Kiewit Infrastructure West Co. in the amount of \$1,822,115. Motion carried unanimously.

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AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT AND TASK ORDER NO. 1 WITH JACOBS ENGINEERING GROUP, INC. FOR THE ODOR CONTROL PILOT STUDY

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the District hired Jacobs Engineering Group, Inc. (Jacobs) to conduct the Odor Control Alternatives Study in 2017. The goal of the study was to provide the District options to evaluate when considering possible odor control enhancements in the future. Staff recommended conducting pilot tests of the vapor phase treatment technologies to allow staff to assess the effectiveness of each technology, gain practical experience in the operation of the equipment, and evaluate operation and maintenance costs. The scope of services to be included in Task Order No. 1 were outlined in the Board meeting packet. Staff anticipate the Study to be completed by the end of 2020. Staff recommended the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Jacobs Engineering Group, Inc. in the amount of \$98,713 for the Odor Control Pilot Study.

Section 12.7 of the Odor Control Pilot Study Agreement sets a limit for the Engineer's liability for the District's damage. Jacobs had requested the limit be set at \$5 million. Jacobs later agreed to accept is the District's standard formatting language without the \$5 million listed. The \$5 million will be removed from the agreement to be submitted to the General Manager for signature.

It was moved by Vice President Handley, seconded by Secretary Kite, to Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Jacobs Engineering Group, Inc. in the amount of \$98,713 for the Odor Control Pilot Study, with a strikethrough on the \$5 million listed on section 12.7 of the agreement. Motion carried unanimously.

AUTHORIZE THE GENERAL MANAGER TO EXECUTE TASK ORDER NO. 2 WITH AECOM TECHNICAL SERVICES, INC. FOR THE CENTRIFUGE BUILDING IMPROVEMENTS PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the Board previously authorized an Agreement and Task Order No. 1 for preliminary design services for the Centrifuge Building Improvements Project with AECOM at the Board meeting held January 14, 2019. Through the preliminary design process, AECOM identified a number of improvements including a recommendation to keep the existing conveyor troughs and replace the shafted screw conveyors with new shaftless screw conveyors. AECOM also recommended the installation of a truck scale inside the Centrifuge Building and extension of the Sludge Loadout Room to encompass the truck with roll up doors closed to reduce odors during the sludge loadout process. AECOM's preliminary construction estimate for these improvements is \$4.5 million. The Task Order No. 2 fee for the final design phase is summarized in the table included in the Board meeting packet. In addition to this scope, AECOM will also model and create a distribution network model of the Plant's No. 1 water system and analyze the No. 1 water needs at various Plant processes. Staff anticipate final design to be completed by Spring/Summer 2020, with construction

scheduled to begin by Fall 2020. Staff recommended the Board authorize the General Manager to execute Task Order No. 2 with AECOM Technical Services, Inc. in the amount of \$573,569 for the Centrifuge Building Improvements Project

It was moved by Director Lathi, seconded by Vice President Handley, to Authorize the General Manager to Execute Task Order No. 2 with AECOM Technical Services, Inc. in the amount of \$573,569 for the Centrifuge Building Improvements Project. Motion carried unanimously.

CONSIDER APPROVAL OF A LICENSE AGREEMENT BETWEEN UNION SANITARY DISTRICT AND MANGO MATERIAL

This was removed from the agenda and will be considered at a future meeting.

INFORMATION ITEMS:

Annual Report to Union City Fiscal Year 2019

This item was reviewed by the Legislative Committee. Treatment & Disposal Services Manager Lopez presented a desk item showing edits to the annual report to be sent to the City of Union City, which reflected Legislative Committee edits. The desk item was added to the Board meeting packet. Treatment & Disposal Services manager Lopez stated the first part of the letter outlined the use permit history. General Manager Eldredge will deliver the report to City Manager Malloy.

Agreement with Carollo Engineers for General Engineering Services

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated that for a number of years, the District has had several general agreements with numerous engineering consultants for a two-year period with an annual cost ceiling. One such agreement was with Carollo. The last agreement was executed in 2015 for \$50,000 for a two-year period. Since then, two amendments were executed that extended the term to July 6, 2019, with a cost ceiling of \$62,000. There were six task orders approved under the agreement, which were summarized in Table 1 in the Board meeting packet. On September 5, 2019, staff executed a new agreement with Carollo, not to exceed \$50,000 for a period of two years.

Status of Priority 1 Capital Improvement Program Projects

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the Board approved the Capital Improvement Program (CIP) budget for Fiscal Year 2019 in the amount of \$9.29 million for design and construction of 31 CIP projects. The projects were ranked Priority 1, 2, or 3 based upon criteria prepared by staff and approved by the Executive Team. For Fiscal Year 2019, 12 projects were ranked as Priority 1. The status of Priority 1 CIP projects is reviewed by the Executive Team at the end of each quarter and a copy of the status report was included in the Board meeting packet.

Fourth Quarterly Report on the Capital Improvement Program for FY19

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated fourth quarter expenditures for Fiscal Year 2019 were presented in graphs included in the Board meeting packet. The graphs depicted actual expenditures versus approved budget for Capacity Fund 900, the Renewal and Replacement Fund 800, and for both funds combined. Total CIP expenditures up to June 30, 2019, were under projections for the fourth quarter by approximately \$2,540,000. The projects that had variances from projected expenditures were the Digester No. 3, Standby Power Upgrade, Forcemain Corrosion and the Wet Weather Flow Management projects. Information regarding the variances was included in the Board meeting packet

Report on the East Bay Dischargers Authority (EBDA) Meeting of August 15, 2019

Director Lathi provided an overview of the August 15 EBDA meeting minutes included in the Board meeting packet.

Check Register

Staff responded to Boardmember questions regarding the Check Register.

COMMITTEE MEETING REPORTS:

The Engineering and Information Technology and Legislative Committee met.

General Manager Eldredge stated the District's EBDA (East Bay Dischargers Authority) JPA Ad Hoc met on September 17, 2019.

GENERAL MANAGER'S REPORT:

General Manager Eldredge reported the following:

- General Manager Eldredge shared a brief video showing District capturing various labeled flushable wipes in the collection system. District staff participated in a trial sponsored by National Association of Clean Water Agencies (NACWA) and the California Association of Sanitation Agencies (CASA) to demonstrate how flushable wipes perform within the collection system.
- The District received notification that the City of Union City's computer systems have been down. The City has been sending updates on the matter via press release.
- The annual Newark Days celebration was held recently and Secretary Kite represented the District in the parade. District staff hosted an information table at the community information faire.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 7:43p.m. to a Special Meeting in the Alvarado Conference Room on Tuesday, September 24, 2019, at 5:30 p.m.

The Board will then adjourn to a Special Meeting in the Alvarado Conference Room on Tuesday, October 1, 2019, at 5:30 p.m.

The Board will then adjourn to a Special Meeting in the Alvarado Conference Room on Monday, October 7, 2019, at 6:00 p.m.

The Board will then adjourn to the next Regular Board Meeting in the Boardroom on Monday, October 14, 2019, at 7:00 p.m.

SUBMITTED:

ATTEST:

MAY BAUTISTA
ADMINISTRATIVE SPECIALIST

PAT KITE
SECRETARY

APPROVED:

JENNIFER TOY
PRESIDENT

Adopted this 14th day of October 2019

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
September 24, 2019**

CALL TO ORDER

President Toy called the special meeting to order at 5:40 p.m.

ROLL CALL

PRESENT: Jennifer Toy, President
Tom Handley, Vice President
Pat Kite, Secretary
Anjali Lathi, Director
Manny Fernandez, Director

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

The Board adjourned to Closed Session for the following:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One potential case.

The Board reconvened to Open Session. President Toy stated there was no reportable action.

ADJOURNMENT:

The special meeting was adjourned at approximately 7:30 p.m. to a Special Board Meeting in the Alvarado Conference Room on Tuesday, October 1, 2019, at 5:30 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

PAT KITE
SECRETARY

APPROVED:

JENNIFER TOY
PRESIDENT

Adopted this 14th day of October, 2019

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
October 1, 2019**

CALL TO ORDER

President Toy called the special meeting to order at 5:30 p.m.

ROLL CALL

PRESENT: Jennifer Toy, President
Tom Handley, Vice President
Pat Kite, Secretary
Anjali Lathi, Director
Manny Fernandez, Director

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Gene Boucher, Human Resources Manager

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

The Board adjourned to Closed Session for the following:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957
Title: General Manager

CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Secretary Kite and President Toy
Unrepresented employee: General Manager

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Two potential cases.

The Board reconvened to Open Session. President Toy stated there was no reportable action.

ADJOURNMENT:

The special meeting was adjourned at approximately 7:45 p.m. to a Special Board Meeting in the Alvarado Conference Room on Monday, October 7, 2019, at 6:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

PAT KITE
SECRETARY

APPROVED:

JENNIFER TOY
PRESIDENT

Adopted this 14th day of October, 2019

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
October 7, 2019**

CALL TO ORDER

President Toy called the special meeting to order at 6:00 p.m.

ROLL CALL

PRESENT: Jennifer Toy, President
Tom Handley, Vice President
Pat Kite, Secretary
Anjali Lathi, Director
Manny Fernandez, Director

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

The Board adjourned to Closed Session for the following:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957
Title: General Manager

CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Secretary Kite and President Toy
Unrepresented employee: General Manager

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One potential case.

The Board reconvened to Open Session. President Toy stated there was no reportable action.

ADJOURNMENT:

The special meeting was adjourned at approximately 7:45 p.m. to a Special Board Meeting in the Mission Conference Room on Tuesday, October 15, 2019, at 6:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

PAT KITE
SECRETARY

APPROVED:

JENNIFER TOY
PRESIDENT

Adopted this 14th day of October, 2019



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**OCTOBER 14, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 8**

TITLE: Monthly Operations Report for August 2019 *(This is an Information Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer

Recommendation

Information only.

Previous Board Action

None

Background

Attached are Monthly Operations Reports for August 2019. Staff is available to answer questions regarding information contained in the report.

Work Group Managers

General Manager/Administration	Paul Eldredge	GM
Collection Services	James Schofield	CS
Technical Support	Sami Ghossain	TS
Treatment and Disposal Services	Armando Lopez	T&D
Fabrication, Maintenance, and Construction	Robert Simonich	FMC

ODOR COMPLAINTS:

During the month of August 2019, there was one odor complaint received by the Collection System.

SAFETY

- There were no injuries during August.
- We have reviewed the new Cal-OSHA emergency regulation for employee exposure to wild fire smoke.
- We had two hazardous material inspections. One was for the Paseo Padre Lift Station. The only problem found was that Fremont Fire Department had the wrong address for the facility. We also had an inspection of the underground storage tanks at the treatment plant by Union City staff. All permits were renewed.

STAFFING & PERSONNEL:

Completed Recruitments Resulting in Promotions:

- Administrative Specialist I – RST (replacement for Janinne Ward – retirement effective 10/24/19.) Arancha Ducaud effective 8/26/19.
- Enhanced Treatment & Site Upgrade Program Manager – Limited Duration – Ric Pipkin effective 9/15/19.
- Enhanced Treatment & Site Upgrade Assistant Program Manager – Limited Duration – Curtis Bosick effective 9/15/19.

Other Completed Recruitments:

- Administrative Specialist I – EC (replacement for Audrey Villanueva promotion effective 7/20/19.) Elizabeth LeDoan DOH 8/19/19.
- Administrative Specialist I – EC (replacement for Ariel Teixeira – lateral transfer effective 6/3/19.) Diana Pino DOH 8/5/19.

Continuing Recruitments:

- Accounting Technician I/II (replacement for Nina Narvaez – resignation effective 7/11/19.)
- Environmental Health & Safety Program Manager (replacement for Mike Marzano – retirement effective 12/21/19.)

Separations:

- Danielle Lemos – Administrative Specialist II – resignation effective 8/2/19.

G.M. ACTIVITIES: For the month of July, the General Manager was involved in the following:

- Attended the East Bay Dischargers Authority (EBDA) Managers Advisory Committee (MAC) meeting
- Attended the EBDA Meeting
- Participated in USD's EBDA JPA Ad Hoc Meetings
- Attended an EBDA MAC JPA Discussion Meeting
- Attended the General Manager's Check-in Board Workshop
- Attended the Newsletter and Rebranding Board Workshop
- Provided a presentation at the Newark Rotary meeting

Attachments: Odor Report and Map
Hours Worked and Leave Time by Work Group
Business Services
Technical Services
Collection Services
Fabrication, Maintenance, and Construction
Treatment and Disposal Services



ODOR REPORT August 2019

During the recording period from August 01, 2019 through August 31, 2019, there was one odor related service request received by the District.

City: Fremont

1. Complaint Details:

Date: 8/15/2019

Location: MAIN ST

Wind (from): North

Temperature: 95 Degrees F

Time: 1:00 pm

Reported By: Complex Owner

Wind Speed: 5 mph

Weather: Clear & Sunny

Response and Follow-up:

We inspected the sewer mains, drain inlets and planter boxes in the area. We found odor coming from under the metal grates where the city has planted trees in the sidewalk. We found no odor coming from USD's sewer mains. We relayed our findings to the complex owner and told them to call the city to check their tree planters.



1. Odor found, not related to USD

Legend

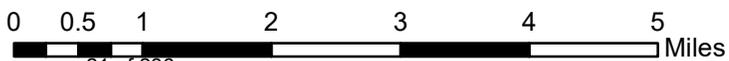
Odor Complaints: August 2019

- ★ Odor found, USD resolved (0)
- Odor found, not related to USD (1)
- ▲ No odor found (0)

Odor Complaints: Sep. 2018 to Jul. 2019

- ★ Odor found, USD resolved (6)
- Odor found, not related to USD (4)
- ▲ No odor found (7)

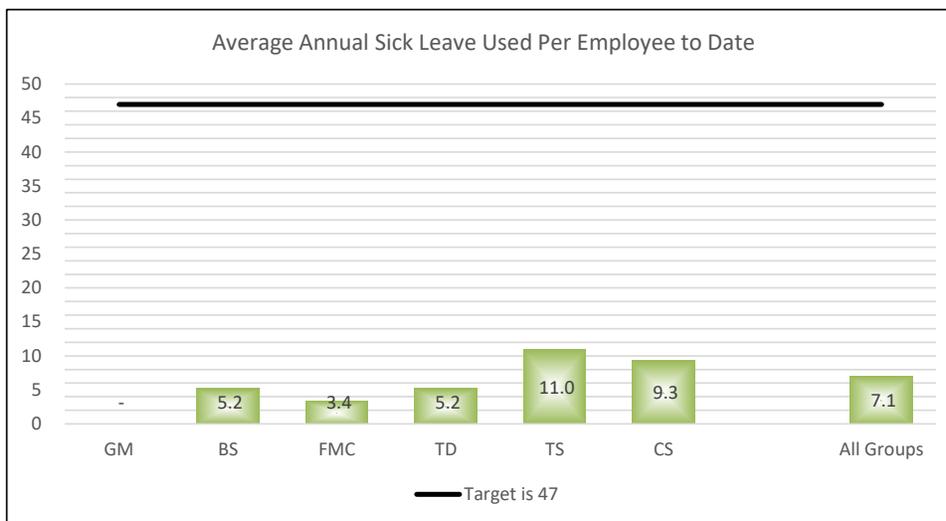
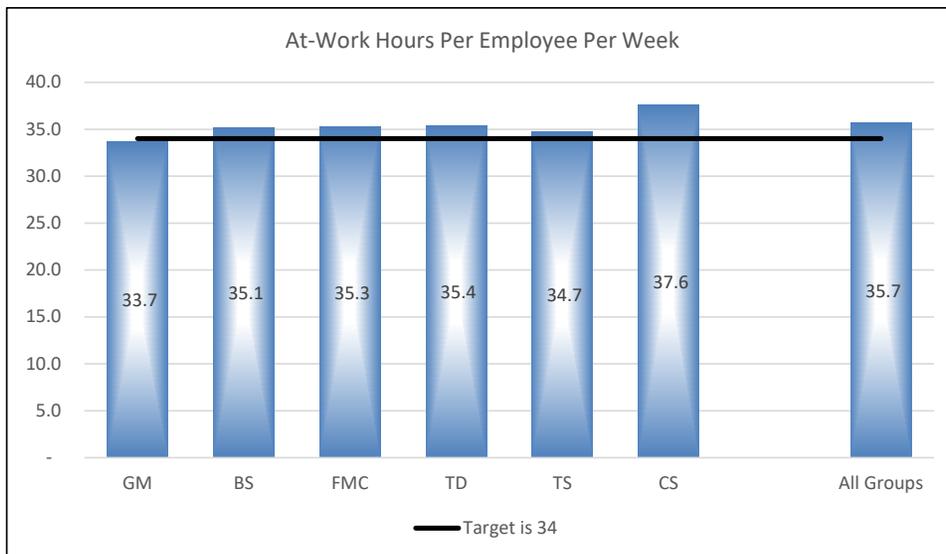
**Location of Odor Reports
September 2018 to August 2019**



HOURS WORKED AND LEAVE TIME BY WORK GROUP

June 27, 2019 through August 21, 2019

Weeks to Date: 8 out of 52 (15.39%)



NOTES

- (1) Regular hours does not include hours worked by part-time or temporary employees.
- (2) Overtime hours includes call outs.
- (3) Discretionary Leave includes Vacation, HEC, Holiday, MAL, FLEX, Funeral, Jury Duty, Military, OT Banked Use, Paid Admin., SLIP, VRIP, Holiday Banked Use leaves.
- (4) Sick Leave includes sick and catastrophic sick leaves as well as protected time off, of which the District has no discretion.

An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of ~~34.9~~ hours per week over the course of a year; with 20 vacation days, ~~34.2~~ hours per week.

HOURS WORKED AND LEAVE TIME BY WORK GROUP

June 27, 2019 through August 21, 2019

Weeks to Date: 8 out of 52 (15.39%)

Group	Average Number of Employees	AT-WORK HOURS		At-Work Hours Per Employee Per Week	LEAVE HOURS				Average Annual Sick Leave Used Per Employee To Date	FY19		
		Regular (1)	Overtime (2)		Discretionary (3)	Short Term Disability	Workers Comp	Sick (4)		Average Number of Employees	At-Work Hours Per Week Per Employee	Annual Sick Leave Used
GM	2	528.00	2.00	33.7	112.00	-	-	-	0.0	2	34.8	38.5
BS	17	4,627.09	67.08	35.1	684.91	-	-	88.00	5.2	16	35.5	41.1
FMC	28	7,663.40	97.08	35.3	1,202.60	-	-	94.00	3.4	28	34.5	39.3
TD	26	7,167.00	64.75	35.4	1,049.73	-	-	135.27	5.2	26	35.4	35.2
TS	33	8,952.59	48.50	34.7	1,006.95	-	-	362.16	11.0	32	34.6	46.2
CS	31	8,661.92	499.89	37.6	953.82	16.85	-	287.41	9.3	30	36.1	59.3
All Groups	137	37,676.00	779.30	35.7	5,010.01	16.85	-	966.84	7.1	134	35.1	50.5

SICK LEAVE INCENTIVE PROGRAM TARGETS

≥34

≤47

The Sick Leave Incentive Program target goals are 47 or less hours of sick leave per employee annually, and 34 or more hours of at-work time per week per employee.

NOTES

(1) Regular hours does not include hours worked by part-time or temporary employees.

(2) Overtime hours includes call outs.

(3) Discretionary Leave includes Vacation, HEC, Holiday, MAL, FLEX, Funeral, Jury Duty, Military, OT Banked Use, Paid Admin., SLIP, VRIP, Holiday Banked Use leaves.

(4) Sick Leave includes sick and catastrophic sick leaves, as well as protected time off, of which the District has no discretion.

An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of 34.9 hours per week over the course of a year; with 20 vacation days, 34.2 hours per week.

BUDGET AND FINANCE REPORT

FY 2020

Year-to-date as of 8/31/2019

16.67% of year elapsed

Revenues

	Budget	Actual	% of Budget Rec'd	Unaudited Last Year Actuals 6/30/19
Capacity Fees	\$ 13,567,000	\$ 2,718,627	20%	\$ 16,158,027
Sewer Service Charges	60,099,000	2,804,770	5%	54,522,310
Operating (Work Groups)	1,283,500	133,564	10%	1,221,357
Interest	1,350,000	581,383	43%	2,643,095
Misc. (LAVWMA, Forfeited Deposits)	512,000	1,500	0%	956,260
Subtotal Revenues	\$ 76,811,500	\$ 6,239,844	8%	\$ 75,501,050
SRF Loan Proceeds	-	-		-
Total Revenues + SRF Proceeds	\$ 76,811,500	\$ 6,239,844	8%	\$ 75,501,050

Expenses

	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Program:				
Capacity Proj.	\$ 7,600,500	\$ 52,250	1%	\$ 1,736,483
Renewal & Repl. Proj.	12,132,000	53,236	0%	4,387,833
Operating (includes fund 85)	42,205,365	5,855,281	14%	36,053,824
Special Projects	4,354,600	75,229	2%	772,658
Retiree Medical (ADC)	1,375,000	-	0%	1,333,416
Vehicle & Equipment	153,050	6,396	4%	725,877
Information Systems	857,700	100,724	12%	629,584
Plant & Pump Stat. R&R	250,000	-	0%	302,969
Emerg. Fund	-	-	0%	-
Cty Fee for SSC Admin.	109,000	-	0%	108,344
Debt Servicing:				
SRF Loans	3,902,080	1,319,228	34%	3,902,110
Total Expenses	\$ 72,939,295	\$ 7,462,343	10%	\$ 49,953,099
Total Revenue & Proceeds less Expenses	\$ 3,872,205	\$ (1,222,499)		25,547,951

Operating (Work Group) Expenses

	Budget	Actual	% of Budget Used	Unaudited Last Year Actuals
Board of Directors	\$ 179,176	\$ 16,547	9%	\$ 134,672
General Manager/Admin.	1,066,367	105,185	10%	765,753
Business Services	4,342,141	466,649	11%	3,257,883
Collection Services	7,316,485	977,676	13%	6,544,180
Technical Services	6,639,720	907,656	14%	6,031,713
Treatment & Disposal Services	12,913,507	1,980,504	15%	10,678,104
Fabrication, Maint. & Construction	8,837,463	1,100,910	12%	8,064,297
Non-Departmental	910,506	300,154	33%	577,223
Total	\$ 42,205,365	\$ 5,855,281	14%	\$ 36,053,824

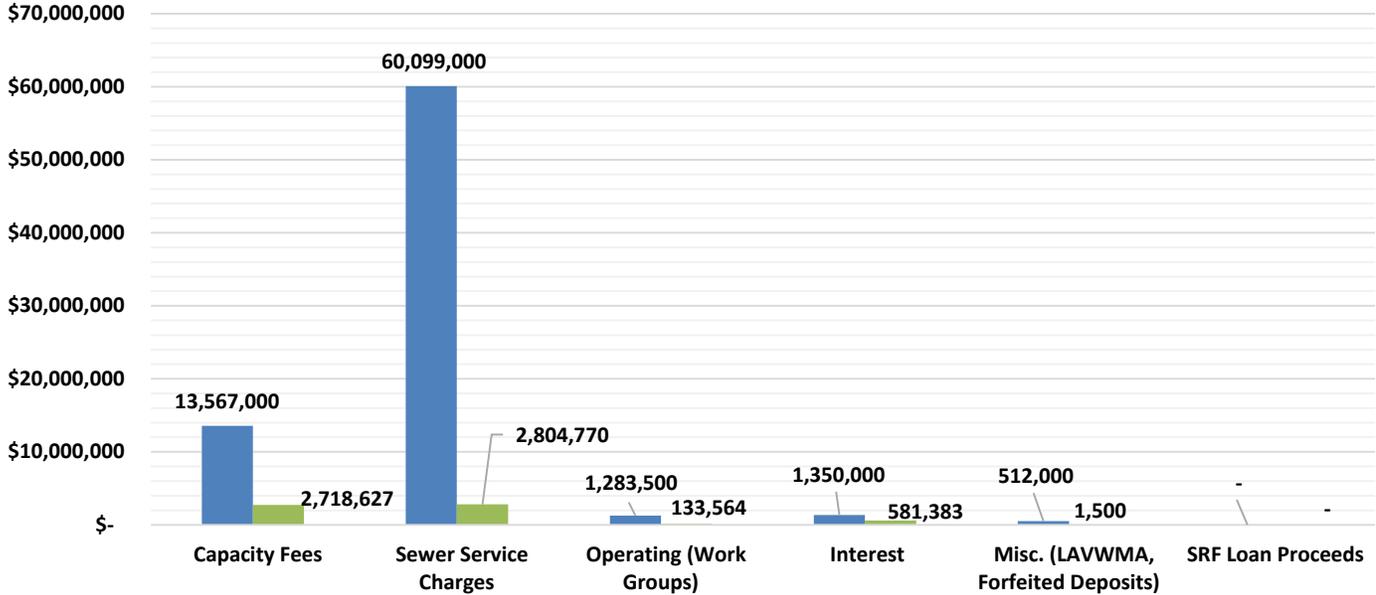
Operating (Work Group) Expenses by Type

	Budget	Actual	% of Budget Used	Last Year Actuals
Personnel (incl D&E)	\$ 28,878,209	\$ 3,875,322	13%	\$ 25,360,040
Repairs & Maintenance	2,256,400	239,551	11%	2,256,010
Supplies & Matls (chemicals, small tools)	3,351,150	350,738	10%	2,599,242
Outside Services (utilities, biosolids, legal)	7,489,606	1,376,677	18%	5,759,770
Fixed Assets	230,000	12,993	6%	78,762
Total	\$ 42,205,365	\$ 5,855,281	14%	\$ 36,053,824

REVENUES AND EXPENSES REPORT
as of 8/31/19

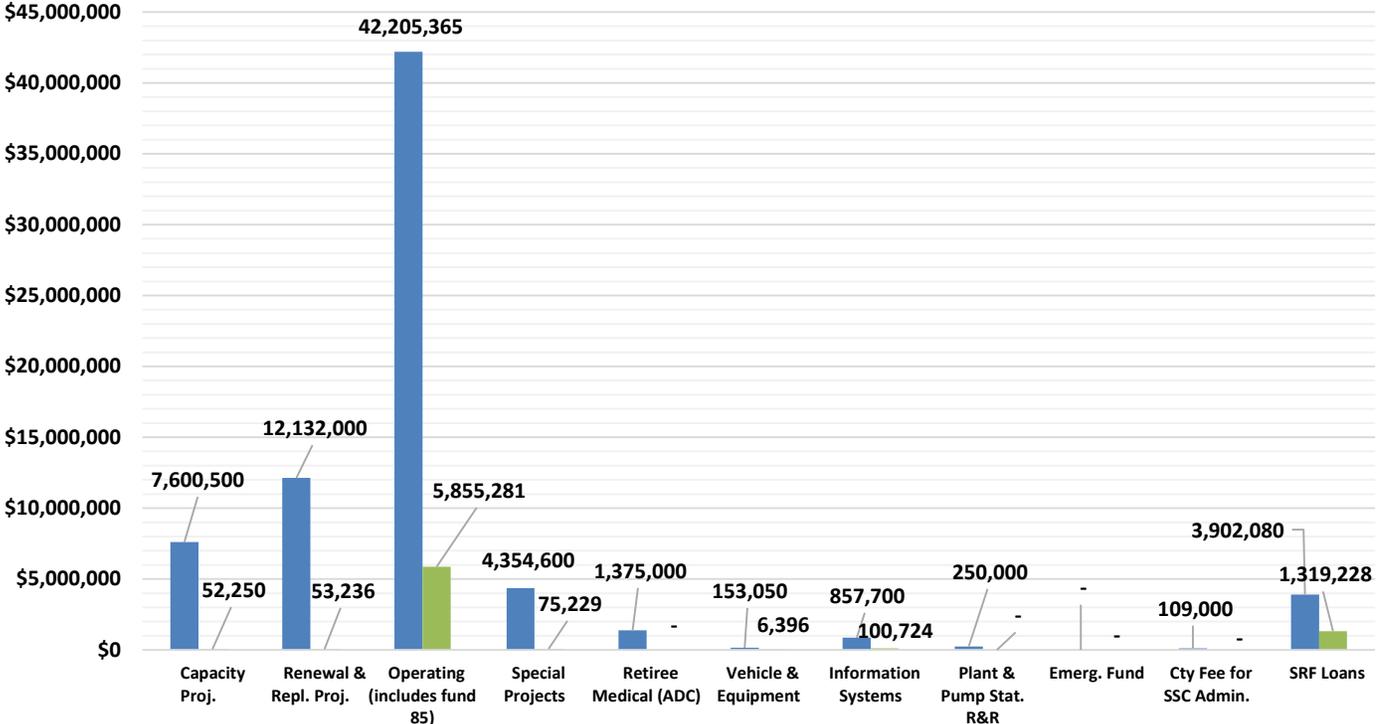
Total Revenues

■ Budget ■ Actual



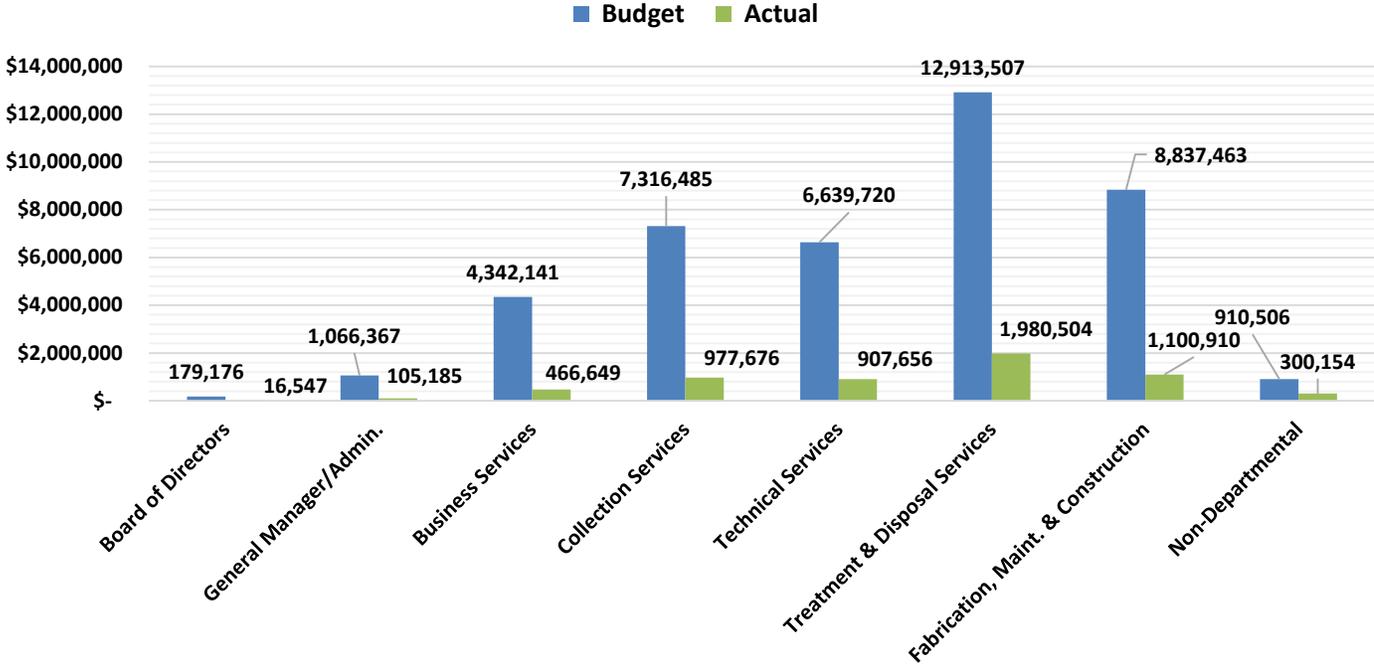
Total Expenses

■ Budget ■ Actual

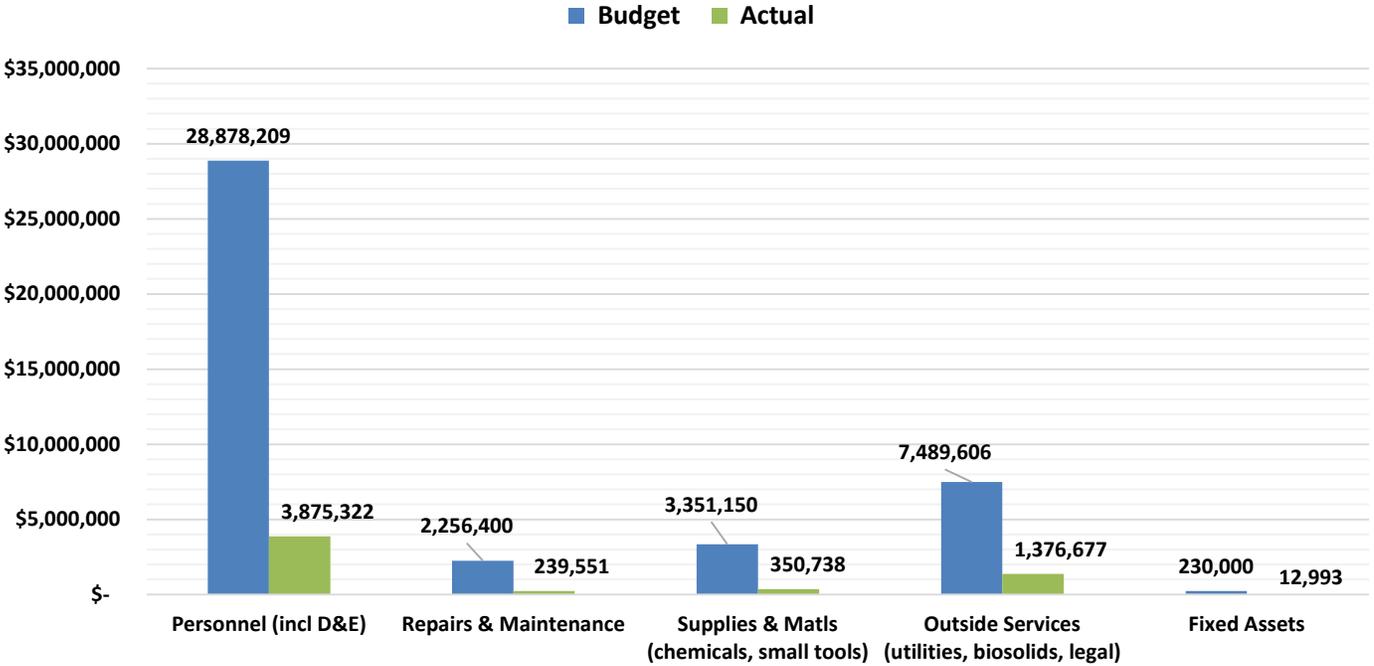


REVENUES AND EXPENSES REPORT
as of 8/31/19

Operating Expenses by Work Group



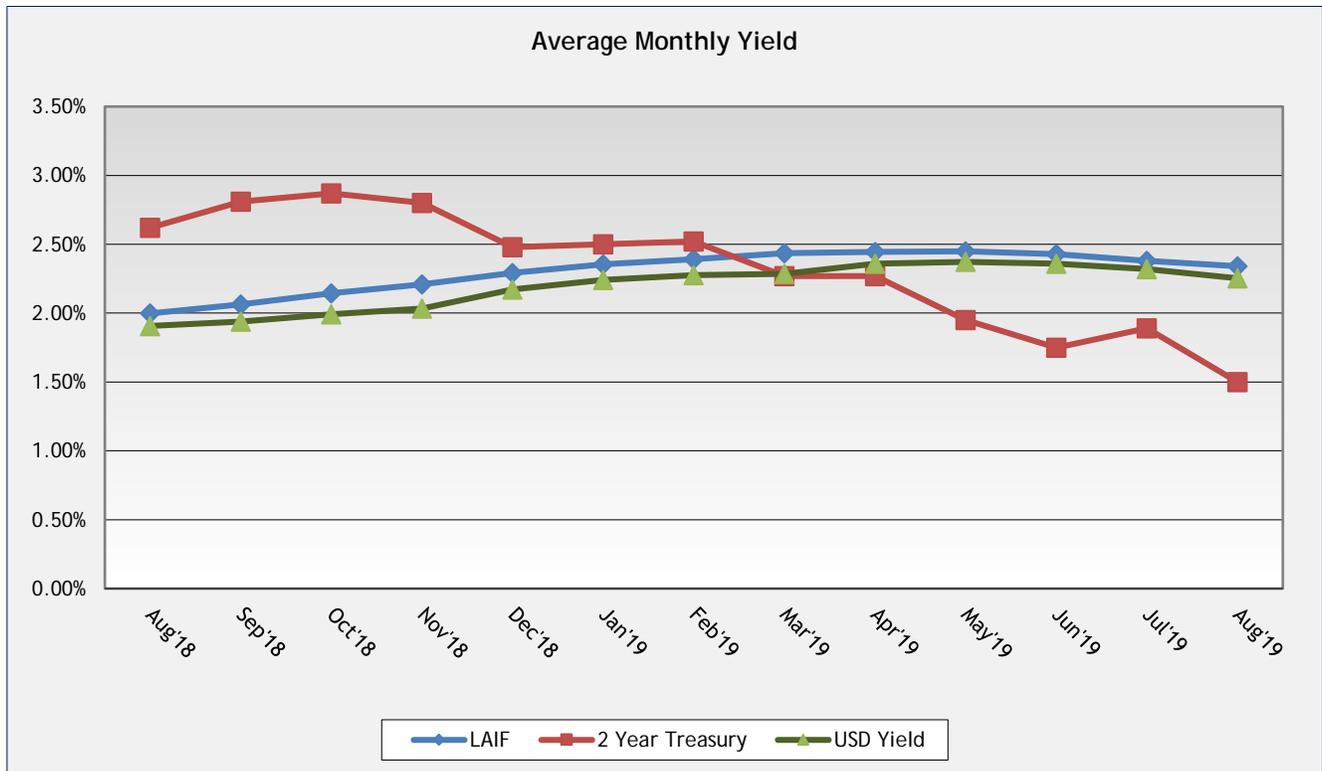
Operating Expenses by Type



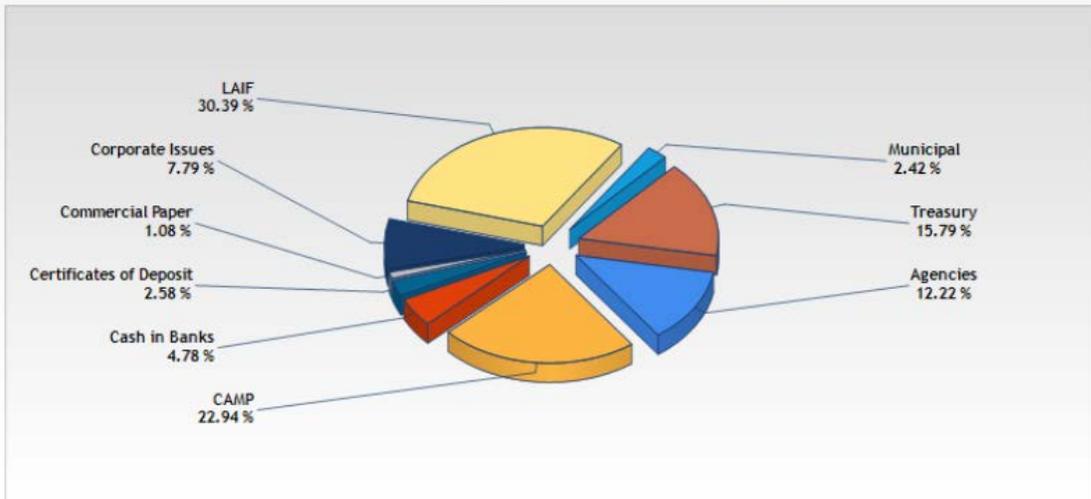
**Business Services Group
August 2019**

- Recruitment for EC Administrative Specialist I was completed; Diana Pino was hired on August 5, 2019 and Elizabeth LeDoan was hired on August 19, 2019.

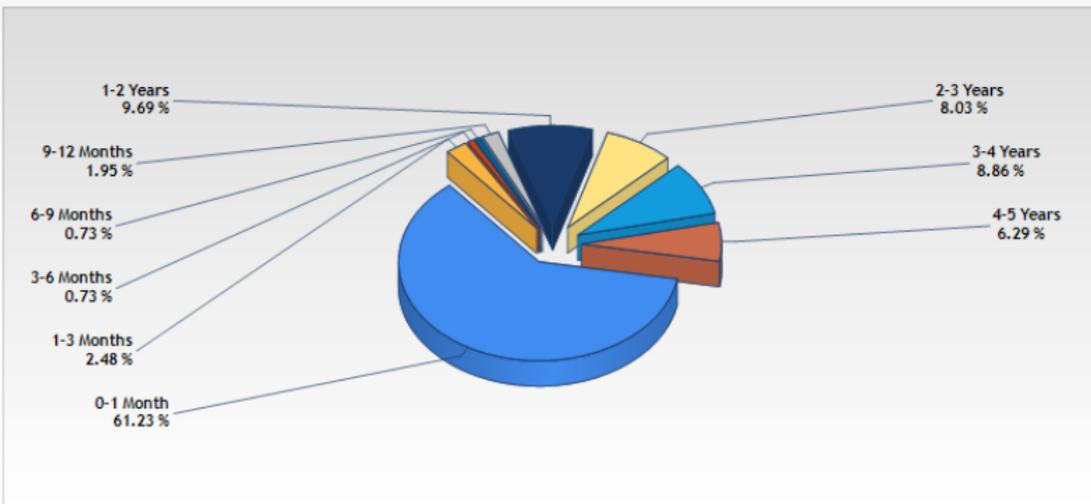
Performance Measures for the USD Investment Portfolio



Portfolio Holdings Distribution by Asset Class



Portfolio Holdings Distribution by Maturity Range



Maturity Range	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
0-1 Month	84,276,994.42	2.301	84,263,565.45	1	61.23	84,275,132.77	84,274,874.02	0.00
1-3 Months	3,408,000.00	1.547	3,413,756.57	72	2.48	3,404,402.06	3,408,299.05	0.20
3-6 Months	1,000,000.00	1.500	1,000,000.00	121	0.73	998,380.00	1,000,000.00	0.33
6-9 Months	1,000,000.00	1.590	1,000,000.00	205	0.73	996,510.00	1,000,000.00	0.56
9-12 Months	2,498,000.00	2.352	2,689,145.28	343	1.95	2,549,000.08	2,541,987.92	0.93
1-2 Years	13,350,000.00	2.058	13,335,358.28	590	9.69	13,355,687.33	13,346,854.67	1.59
2-3 Years	11,058,000.00	2.216	11,054,951.18	929	8.03	11,202,960.10	11,047,374.36	2.48
3-4 Years	12,475,000.00	2.463	12,197,722.14	1,298	8.86	12,620,854.70	12,228,655.74	3.44
4-5 Years	8,755,000.00	2.234	8,661,893.55	1,628	6.29	8,953,439.70	8,674,687.32	4.27
TOTAL / AVERAGE	137,820,994.42	2.252	137,616,392.45	361	100	138,356,366.74	137,522,733.08	0.96

Union Sanitary District
 Portfolio Holdings
 Board Report - Holdings
 Report Format: By Transaction
 Group By: Asset Class
 Average By: Cost Value
 Portfolio / Report Group: All Portfolios
 As of 8/31/2019

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Agencies											
FFCB 1.3 11/25/2019-16	3133EGBK0	Moodys-Aaa	5/25/2016	1,000,000.00	997,950.00	1.300	997,910.00	1.360		11/25/2019	0.73
FFCB 1.59 3/23/2020-17	3133EFR25	Moodys-Aaa	3/23/2016	1,000,000.00	1,000,000.00	1.590	996,510.00	1.590		3/23/2020	0.73
FFCB 1.7 5/3/2021-17	3133EF5T0	Moodys-Aaa	5/3/2016	1,000,000.00	1,000,000.00	1.700	1,000,000.00	1.700		5/3/2021	0.73
FHLB 1.93 12/21/2020-17	3130AADQ8	None	12/21/2016	1,000,000.00	1,000,000.00	1.930	1,000,000.00	1.930		12/21/2020	0.73
FHLB 2 10/26/2021-19	3130AB3D6	None	4/26/2017	1,000,000.00	1,000,000.00	2.000	1,008,600.00	2.000		10/26/2021	0.73
FHLB 2.05 12/29/2021-17	3130AAET1	Moodys-Aaa	12/29/2016	1,000,000.00	1,000,000.00	2.050	1,000,300.00	2.050	9/29/2019	12/29/2021	0.73
FHLB 2.85 3/27/2024	3130AG5B7	Moodys-Aaa	4/26/2019	330,000.00	330,000.00	2.850	330,194.70	2.850		3/27/2024	0.24
FHLB Step 4/28/2021-16	3130A7PR0	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	2.000	1,000,730.00	2.114	10/28/2019	4/28/2021	0.73
FHLB Step 4/28/2021-16	3130A7QX6	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.750	1,000,100.00	2.021		4/28/2021	0.73
FHLMC 1.25 10/28/2019-17	3134G8XQ7	Moodys-Aaa	4/28/2016	1,000,000.00	1,000,000.00	1.250	998,580.00	1.250		10/28/2019	0.73
FHLMC 1.5 12/30/2019-17	3134GAYY4	S&P-AA+	12/30/2016	1,000,000.00	1,000,000.00	1.500	998,380.00	1.500	9/30/2019	12/30/2019	0.73
FHLMC 1.5 9/9/2019-18	3134GA7A6	Moodys-Aaa	5/10/2017	1,000,000.00	1,000,000.00	1.500	999,880.00	1.500		9/9/2019	0.73
FHLMC 2 12/30/2021-17	3134GAYV0	None	12/30/2016	1,000,000.00	1,000,000.00	2.000	1,000,260.00	2.000	9/30/2019	12/30/2021	0.73
FHLMC Step 4/28/2021-16	3134G8VZ9	Moodys-Aaa	4/28/2016	2,500,000.00	2,500,000.00	1.500	2,498,950.00	2.116		4/28/2021	1.82
FHLMC Step 4/28/2021-16	3134G8Z28	Moodys-Aaa	5/10/2016	1,000,000.00	999,500.00	1.500	999,880.00	2.044		4/28/2021	0.73
FNMA 1.5 6/16/2021-16	3136G3QX6	Moodys-Aaa	6/16/2016	1,000,000.00	995,000.00	1.500	994,240.00	1.604		6/16/2021	0.72
Sub Total / Average Agencies				16,830,000.00	16,822,450.00	1.679	16,824,514.70	1.836			12.22
CAMP											
CAMP LGIP	LGIP4000	None	5/31/2011	31,567,558.26	31,567,558.26	2.280	31,567,558.26	2.280	N/A	N/A	22.94
Sub Total / Average CAMP				31,567,558.26	31,567,558.26	2.280	31,567,558.26	2.280			22.94

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Cash in Banks											
Union Bank Cash	LGIPUNIONBANK	None	12/31/2016	6,583,216.62	6,583,216.62	1.720	6,583,216.62	1.720	N/A	N/A	4.78
Sub Total / Average Cash in Banks				6,583,216.62	6,583,216.62	1.720	6,583,216.62	1.720			4.78
Certificates of Deposit											
Ally Bank 1.35 10/28/2019	02006LQ48	None	10/27/2016	248,000.00	248,000.00	1.350	247,680.06	1.350		10/28/2019	0.18
American Expr Centurion 2.45 4/5/2022	02587DN38	None	4/5/2017	247,000.00	247,000.00	2.450	253,356.05	2.450		4/5/2022	0.18
Belmont Savings Bank 2.15 3/22/2022	080515BV0	None	3/20/2017	248,000.00	248,000.00	2.150	252,332.68	2.150		3/22/2022	0.18
BMW Bank 2.15 3/10/2022	05580AGR9	None	3/10/2017	247,000.00	247,000.00	2.150	251,266.13	2.150		3/10/2022	0.18
Capital One Bank 1.5 10/26/2020	140420L99	None	10/26/2016	248,000.00	248,000.00	1.500	246,745.37	1.500		10/26/2020	0.18
Credit Agricole CIB NY 2.83 4/2/2021	22535CDU2	None	4/4/2019	575,000.00	575,000.00	2.830	585,128.28	2.830		4/2/2021	0.42
Discover Bank 2.25 12/29/2021	254672Y36	None	12/29/2016	247,000.00	247,000.00	2.250	251,345.15	2.250		12/29/2021	0.18
Lakeside Bank 1.75 5/29/2020	51210SMU8	None	5/30/2017	249,000.00	249,000.00	1.750	248,563.68	1.750		5/29/2020	0.18
Landmark Bank 2.1 3/29/2021-17	51506VCA9	None	3/29/2017	248,000.00	248,000.00	2.100	249,383.39	2.100	9/27/2019	3/29/2021	0.18
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	None	5/31/2017	249,000.00	249,000.00	1.850	249,780.89	1.850		5/28/2021	0.18
State Bank of India 2.25 1/26/2022	8562846A7	None	1/26/2017	247,000.00	247,000.00	2.250	251,546.48	2.250		1/26/2022	0.18
Summit Community Bank 1.65 5/29/2020	86604XLT1	None	5/31/2017	249,000.00	249,000.00	1.650	248,376.40	1.650		5/29/2020	0.18
Synchrony Bank 2.3 2/24/2022	87165ELT2	None	2/28/2017	247,000.00	247,000.00	2.300	252,062.51	2.300		2/24/2022	0.18
Sub Total / Average Certificates of Deposit				3,549,000.00	3,549,000.00	2.116	3,587,567.07	2.116			2.58
Commercial Paper											
MUFG Bank LTD/NY 2.59 9/19/2019	62479MWK5	Moody's-P1	3/25/2019	1,500,000.00	1,480,790.83	2.590	1,498,258.35	5.276		9/19/2019	1.08
Sub Total / Average Commercial Paper				1,500,000.00	1,480,790.83	2.590	1,498,258.35	5.276			1.08
Corporate Issues											
Amazon.com Inc. 2.4 2/22/2023	023135AW6	Fitch-A+	4/15/2019	675,000.00	668,499.75	2.400	687,217.50	2.664		2/22/2023	0.49
American Express Credit 2.7 3/3/2022	0258M0EG0	Moody's-A2	5/15/2017	1,000,000.00	1,013,279.67	2.700	1,019,910.00	2.406		3/3/2022	0.74
Bank of America Corp 4.1 7/24/2023	06053FAA7	Fitch-A	3/22/2019	500,000.00	520,405.00	4.100	537,165.00	3.087		7/24/2023	0.38

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
BB&T Corporation 3.05 6/20/2022	05531FBG7	Fitch-A+	3/22/2019	525,000.00	525,714.00	3.050	538,566.00	3.006		6/20/2022	0.38
Chevron Corp 2.1 5/16/2021	166764BG4	Moodys-Aa2	5/10/2017	1,000,000.00	999,500.00	2.100	1,004,440.00	2.113		5/16/2021	0.73
Chevron Corp 2.193 11/15/2019	166764AN0	Moodys-Aa2	2/26/2016	1,160,000.00	1,167,806.57	2.193	1,160,232.00	2.004		11/15/2019	0.85
Exxon Mobil Corporation 2.726 3/1/2023	30231GAR3	Moodys-Aaa	6/14/2019	985,000.00	1,001,400.25	2.726	1,015,357.70	2.256		3/1/2023	0.73
GE Capital International 2.04 11/15/2020	36164QMS4	S&P-AA	3/10/2017	1,000,000.00	1,010,642.28	2.040	993,190.00	1.738		11/15/2020	0.73
HSBC 4.875 8/24/2020	4042Q1AE7	Moodys-A1	5/17/2016	2,000,000.00	2,191,145.28	4.875	2,052,060.00	2.500		8/24/2020	1.59
JPMorgan Chase & Co 2.7 5/18/2023	46625HRL6	Fitch-A+	3/22/2019	525,000.00	517,970.25	2.700	537,106.50	3.045		5/18/2023	0.38
Paccar Financial Corp 2.65 5/10/2022	69371RP83	None	5/10/2019	580,000.00	579,686.80	2.650	591,640.60	2.669		5/10/2022	0.42
State Street Corp 1.95 5/19/2021	857477AV5	Fitch-AA-	3/22/2019	530,000.00	520,566.00	1.950	529,989.40	2.805		5/19/2021	0.38
Sub Total / Average Corporate Issues				10,480,000.00	10,716,615.85	3.001	10,666,874.70	2.420			7.79
LAIF											
LAIF LGIP	LGIP1002	None	4/30/2011	41,826,219.54	41,826,219.54	2.341	41,826,219.54	2.341	N/A	N/A	30.39
Sub Total / Average LAIF				41,826,219.54	41,826,219.54	2.341	41,826,219.54	2.341			30.39
Municipal											
City of Riverside CA 2.125 6/1/2021	769036BA1	S&P-AA-	6/1/2017	500,000.00	500,000.00	2.125	501,375.00	2.125		6/1/2021	0.36
La Quinta Redev Agency 2.034 9/1/2019	50420BCH3	S&P-AA-	12/22/2016	1,330,000.00	1,336,650.00	2.034	1,330,000.00	1.843		9/1/2019	0.97
State of California 2.152 4/1/2022	13063DAD0	Moodys-Aa3	4/27/2017	1,000,000.00	1,010,000.00	2.152	1,015,480.00	1.938		4/1/2022	0.73
Victor Valley College General Obligation Bond 2.35	92603PER9	Moodys-Aa2	12/28/2016	500,000.00	490,150.00	2.350	501,755.00	2.811		8/1/2021	0.36
Sub Total / Average Municipal				3,330,000.00	3,336,800.00	2.130	3,348,610.00	2.056			2.42
Treasury											
T-Bill 0 9/3/2019	912796VT3	None	7/31/2019	470,000.00	469,130.20	0.000	470,000.00	1.990		9/3/2019	0.34
T-Note 1.25 7/31/2023	912828S92	Fitch-AAA	4/2/2019	1,790,000.00	1,712,806.25	1.250	1,777,828.00	2.302		7/31/2023	1.24
T-Note 1.375 6/30/2023	912828S35	Fitch-AAA	3/20/2019	2,000,000.00	1,914,609.38	1.375	1,996,100.00	2.431		6/30/2023	1.39
T-Note 1.375 9/30/2023	912828T26	Fitch-AAA	3/20/2019	2,000,000.00	1,909,531.25	1.375	1,996,640.00	2.436		9/30/2023	1.39
T-Note 1.5 3/31/2023	912828Q29	Fitch-AAA	3/20/2019	2,000,000.00	1,929,140.63	1.500	2,005,860.00	2.428		3/31/2023	1.40
T-Note 1.75 7/15/2022	9128287C8	Fitch-AAA	7/31/2019	1,000,000.00	998,789.06	1.750	1,008,630.00	1.792		7/15/2022	0.73
T-Note 1.75 9/30/2022	912828L57	Fitch-AAA	3/20/2019	2,000,000.00	1,954,531.25	1.750	2,018,980.00	2.426		9/30/2022	1.42
T-Note 1.875 2/28/2022	912828W55	Fitch-AAA	4/2/2019	1,050,000.00	1,037,572.27	1.875	1,060,258.50	2.298		2/28/2022	0.75
T-Note 2 4/30/2026	912828X70	Fitch-AAA	6/7/2019	960,000.00	964,875.00	2.000	985,123.20	1.891		4/30/2024	0.70

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
T-Note 2 6/30/2024	912828XX3	Fitch-AAA	7/3/2019	500,000.00	505,156.25	2.000	513,575.00	1.783		6/30/2024	0.37
T-Note 2.125 12/31/2022	912828N30	Fitch-AAA	3/20/2019	2,000,000.00	1,978,359.38	2.125	2,045,240.00	2.426		12/31/2022	1.44
T-Note 2.125 2/29/2024	912828W48	Fitch-AAA	3/20/2019	2,000,000.00	1,970,625.00	2.125	2,061,100.00	2.442		2/29/2024	1.43
T-Note 2.125 6/30/2022	912828XG0	Fitch-AAA	3/20/2019	1,420,000.00	1,406,909.38	2.125	1,447,406.00	2.418		6/30/2022	1.02
T-Note 2.125 7/31/2024	9128282N9	Fitch-AAA	8/29/2019	965,000.00	998,737.30	2.125	997,346.80	1.388		7/31/2024	0.73
T-Note 2.25 12/31/2023	912828V23	Fitch-AAA	3/20/2019	2,000,000.00	1,982,968.75	2.250	2,069,460.00	2.439		12/31/2023	1.44
Sub Total / Average Treasury				22,155,000.00	21,733,741.35	1.763	22,453,547.50	2.289			15.79
Total / Average				137,820,994.42	137,616,392.45	2.168	138,356,366.74	2.252			100

All investment actions executed since the last report have been made in full compliance with the District's Investment Policy. The District will meet its expenditure obligations for the next six months. Market value sources are the LAIF, CAMP, and BNY Mellon monthly statements. Broker/Dealers utilized per USD Investment Policy and at the discretion of investment portfolio advisor.

Reviewer:

Approver:

Union Sanitary District
Transactions Summary
Board Report - Activity
Group By: Action
Portfolio / Report Group: All Portfolios
Begin Date: 07/31/2019, End Date: 08/31/2019

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
Buy								
T-Note 2.125 7/31/2024	9128282N9	965,000.00	998,737.30	1,615.98	2.125	1.388	8/29/2019	1,000,353.28
Sub Total / Average Buy		965,000.00	998,737.30	1,615.98				1,000,353.28
Called								
FHLB 2.4 12/22/2021-17	3130AAHC5	1,000,000.00	1,000,000.00	4,466.67	2.400	0.000	8/29/2019	1,004,466.67
Sub Total / Average Called		1,000,000.00	1,000,000.00	4,466.67				1,004,466.67
Deposit								
CAMP LGIP	LGIP4000	61,125.97	61,125.97	0.00	N/A	0.000	8/30/2019	61,125.97
Union Bank Cash	LGIPUNIONBANK	6,583,216.62	6,583,216.62	0.00	N/A	0.000	8/31/2019	6,583,216.62
Sub Total / Average Deposit		6,644,342.59	6,644,342.59	0.00				6,644,342.59
Interest								
Amazon.com Inc. 2.4 2/22/2023	023135AW6	0.00	0.00	8,100.00	2.400	0.000	8/22/2019	8,100.00
CAMP LGIP	LGIP4000	0.00	0.00	61,125.97	N/A	0.000	8/30/2019	61,125.97
HSBC 4.875 8/24/2020	4042Q1AE7	0.00	0.00	48,750.00	4.875	0.000	8/26/2019	48,750.00
Lakeside Bank 1.75 5/29/2020	51210SMU8	0.00	0.00	370.09	1.750	0.000	8/30/2019	370.09
Synchrony Bank 2.3 2/24/2022	87165ELT2	0.00	0.00	2,817.15	2.300	0.000	8/26/2019	2,817.15
Victor Valley College General Obligation Bond 2.35	92603PER9	0.00	0.00	4,740.00	2.350	0.000	8/1/2019	4,740.00
Sub Total / Average Interest		0.00	0.00	125,903.21				125,903.21
Withdraw								
LAIF LGIP	LGIP1002	2,000,000.00	2,000,000.00	0.00	N/A	0.000	8/28/2019	2,000,000.00
Union Bank Cash	LGIPUNIONBANK	4,704,734.20	4,704,734.20	0.00	N/A	0.000	8/30/2019	4,704,734.20
Sub Total / Average Withdraw		6,704,734.20	6,704,734.20	0.00				6,704,734.20

MONTHLY OPERATIONS REPORT FOR THE MONTH OF AUGUST 2019
TECHNICAL SUPPORT WORK GROUP SUMMARY

Capital Improvement Program

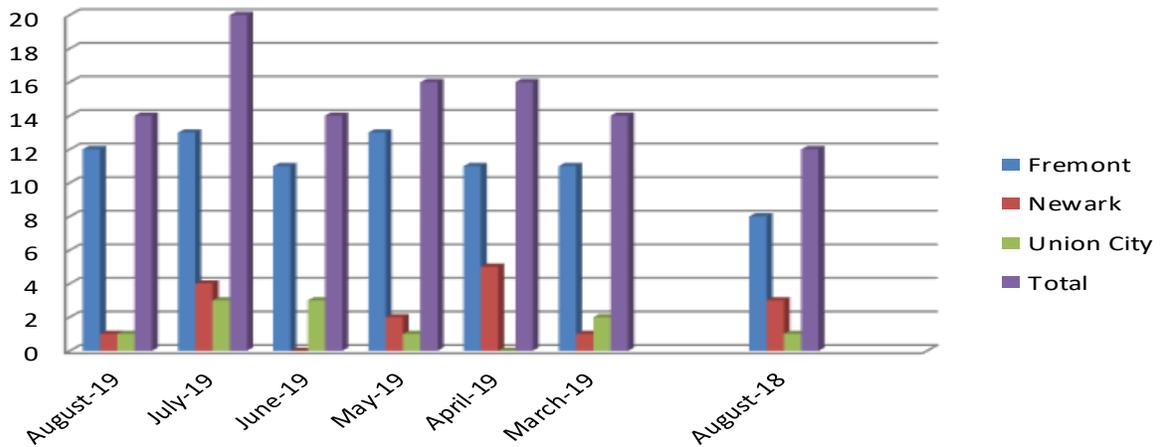
Primary Digester No. 3 Rehabilitation Project – Project closeout and punch list work in progress.

Sludge Degritter System Project – Performance testing and adjustment of the Degritter unit in progress.

Customer Service

Trouble Calls dispatched from the Front Desk during business hours:

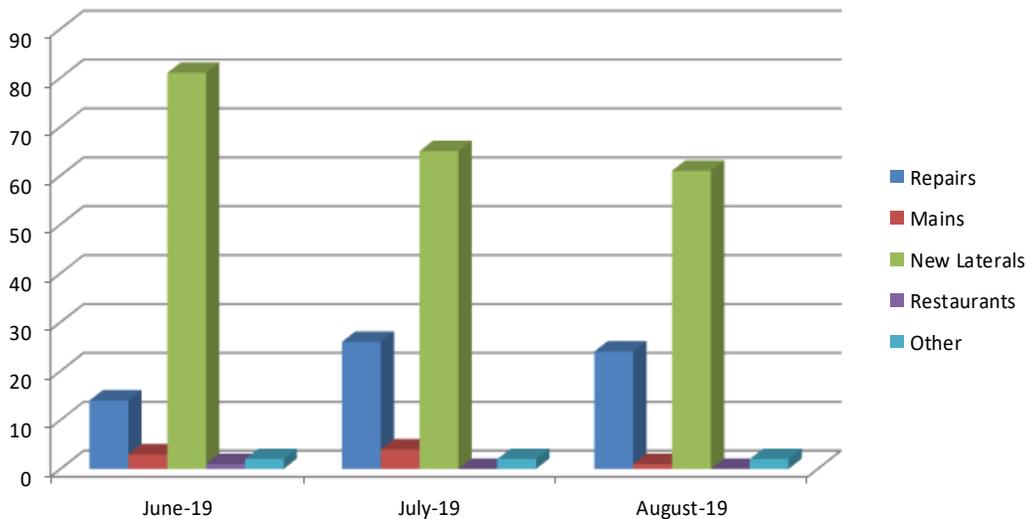
Month	Fremont	Newark	Union City	Total
August-19	12	1	1	14
July-19	13	4	3	20
June-19	11	0	3	14
May-19	13	2	1	16
April-19	11	5	0	16
March-19	11	1	2	14
August-18	8	3	1	12
6-Month Total				94



Sewer Permits Issued

Month	Repairs	Mains	New Laterals	Restaurants	Other
August-19	24	1	61	0	2
July-19	26	4	65	0	2
June-19	14	3	81	1	2

New Laterals - New residential lateral connections
 Other - Non-residential construction (except restaurants)



Communication

- Social Media posts:
 - FOG messaging
 - Homeowner Lateral information video
 - Wipes Clog Pipes
 - Oral flea medications for pets
 - Don't flush medicines
 - Labor Day office closure announcement
- Finalized printing and mailing preparations for Fall 2019 newsletter
- Attended CASA conference; participated in CASA Communications Committee meeting
- Attended CSDA training re: Crisis Communications/Reputation Management
- Continued activities regarding District Branding initiative
- Updated statistics on District website
- Participated in Chamber of Commerce Board activities as Director and Past-President

Environmental Compliance

Pollution Prevention/Stormwater Programs

USD's Environmental Compliance (EC) team conducts pollution prevention inspections at restaurants, car wash businesses, and other commercial facilities. EC also conducts inspections and enforcement for the City of Fremont's Environmental Services group. Over 600 Stormwater compliance inspections are conducted every year to ensure that commercial facilities, including restaurants and auto shops, comply with City Ordinance requirements, and do not discharge pollutants to the creeks and bay.

During the past month, the EC team conducted 74 Stormwater (Urban Runoff), and 42 FOG (restaurant) inspections. During this reporting period, Inspectors identified 20 Stormwater and 8 FOG enforcement actions. Thirteen (13) of the Stormwater enforcements resulted in administrative fines ranging from \$200 to \$1,500. Two (2) the administrative fines were for repeated violations.

Urban Runoff Inspections and Enforcements

August 2019	No. of UR Inspections	VW	WL	NOV	AF	LA	Total Enforcements	No. of Illicit Discharge/s	2
	74	2		5	13		20	% Enforcement	27%

FOG Inspections and Enforcements

August 2019	No. of FOG Inspections	VW	WL	NOV	AF	LA	Total Enforcements	% Enforcement	19%
	42	3	5				8		

Enforcements:

VW – Verbal Warning

AF – Administrative Fine

AO – Administrative Order

WL – Warning Letter

LA – Legal Action

C&D – Cease & Desist Order

NOV – Notices of Violation

NOD – Notice of Deficiency

SNC – Significant Non-Compliance

Dental Inspections, School Outreach, and Plant Tours

# of Dental Inspections	# of School Outreach Events	# of Plant Tours
14	None	None

Industrial Pretreatment

The Industrial Pretreatment program has pending permits as shown in the table below. USD inspectors are working with each of these companies to establish permitted industrial discharges.

Pending Permits

New Industrial/Groundwater Permits	Groundwater/Temporary
N7K Neuralink- Industrial	None
Silicon Valley RO DI Services-Industrial	
Facebook Commissary- Industrial	

Permits Issued

Company Name	Date Permit Issued
None	None

Industrial Permit Closures

Company Name	Date of Closure
Alvarado Dye	7/1/2019

Reports (Annual & Semi-Annual Pretreatment Report, Union City Report, etc.)

Report Name	Date Report Completed and Submitted
2019 Annual Pollution Prevention Report	8/28/19
FY20 COF Annual Business Inspection Plan	8/15/2019
FY19 COF Annual Stormwater Report	8/15/2019

Enforcement Action

IU Name & Nature of Business	Comments	City	Parameter Violated	Discharge concentration (mg/L)	USD/Fed Limit Violated(mg/L)	Enforcement (1)
Tesla, Inc. (car manufacturer)	NOV for violating zinc local limit	F	Zinc	3.84	Local Limit of 3.0	NOV-N19-005
Mission Linen (industrial laundry)	NOV for violating Oil & Grease (animal/vegetable) limit	N	Oil and Grease (animal/vegetable) limit of 300 mg/L	394	Local Limit of 300	NOV- N19-006
Kerry Ingredients and Flavours (food manufacturer)	NOV for violating Oil & Grease (animal/vegetable) limit	UC	Oil and Grease (animal/vegetable) limit of 300 mg/L	399	Local Limit of 300	NOV-N19-007

(1) WL – Warning Letter

C&D – Cease and Desist Order

NOV – Notices of Violation

SNC – Significant Non-Compliance

AO – Administrative Order

EM – Enforcement Meeting

Other - Training, Special Meetings, Conferences, IAC (topics)

Activity	Date of Event	Attendees
BAPPG Meeting	8/7/19	Doug Dattawalker
Tri State Seminar	8/6-8/8/19	Marian Gonzalez, Aaron Robles

Engineering/Construction

No. of projects under construction: 2

	Construction Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for August 2019 Activities
1.	Primary Digester No. 3 Rehabilitation – Derek	\$2,410	03/19	100%	100%	Closeout and punch list work in progress.
2.	Sludge Degritter System Project – Kevin	\$1,436	10/19	95%	100%	Performance testing and adjustment of the Degritter unit in progress

Design/Study

No. of projects in design/study phase: 19

	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for August 2019 Activities
1.	Alvarado Influent Pump Station Improvements Project – Thomas	\$479	05/19	100%	100%	Project advertised on July 9th. Bid opening is scheduled on September 26.
2.	Centrifuge Building Improvements Project – Somporn	\$184	06/19	100%	100%	Consultant completed predesign phase work. Staff is in negotiations on project scope and fee for the final design.
3.	Control Box No. 1 Improvements Project – Kevin	\$89	1/20	20%	20%	Preparation of 50% design documents in progress.
4.	Effluent Management Study – Curtis	\$155	03/18	100%	100%	Study completed. Results incorporated into the ETSU report.
5.	Emergency Outfall Improvements Project – Andrew	\$365	04/19	95%	100%	Review of 100% design in progress. Permitting and easement documents in progress.
6.	ETSU Program – Raymond/Curtis	\$510	04/19	100%	100%	Report finalized and approved by the Board at the August 26 th meeting.
7.	Force Main Condition Assessment – Andrew	\$121	10/20	60%	69%	Next round of inspection will be scheduled with the next phase of Force Main Corrosion Repairs project.
8.	Force Main Corrosion Repairs Project Phase 3 – Andrew	\$60	02/19	75%	85%	Project construction is pending the completion of Force Main relocation project.
9.	Headworks Screens Replacement Project – Thomas	\$215	03/19	100%	100%	Construction award is scheduled for September 26.
10.	Irvington and Newark Odor Control Study - Kevin	\$99	12/19	40%	40%	Air dispersion modeling in progress.
11.	Newark Basin Masterplan – Andrew	\$318	08/19	97%	100%	Consultant is preparing the draft report. Workshop to discuss identified projects and alternatives scheduled for September 4 th .
12.	Newark Equalization Storage Facilities Project – Somporn	\$347	06/19	85%	100%	Consultant is preparing final Conceptual Design Report for staff review.

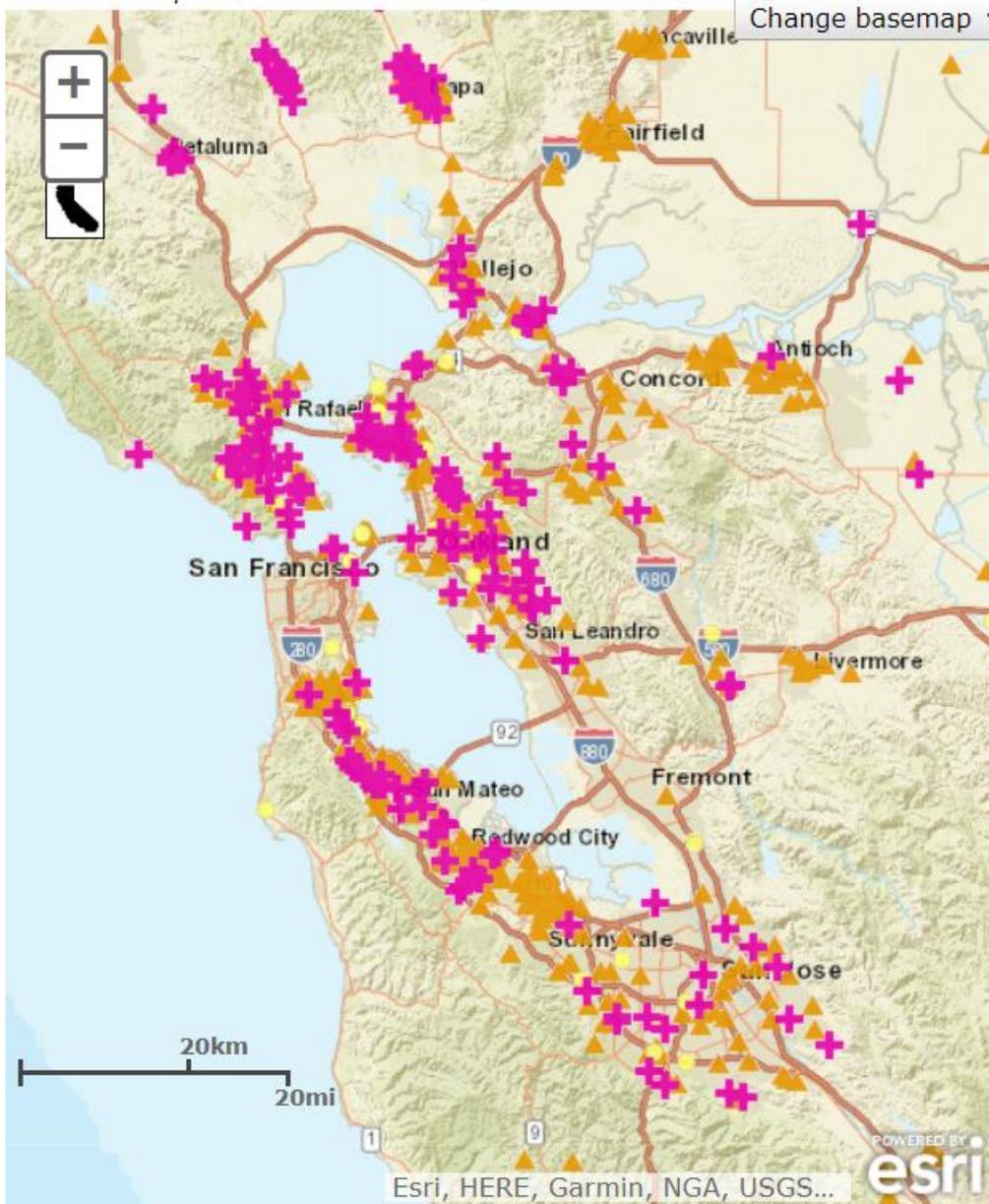
	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for August 2019 Activities
13.	Odor Control Alternatives Study – Kevin	\$465	07/19	98%	98%	The following reports are being finalized; 1) Plant Odor Control Alternatives Study, 2) Plant BAAQMD Rule 11-18 Assessment, 3) Pump Station BAAQMD Rule 11-18 Assessment, and 4) BAAQMD Plant Emissions Update Letter
14.	Primary Digester No. 2 Rehabilitation Project – Derek	\$213	10/19	75%	84%	90% design submittal in progress.
15.	Primary Digester No. 7 Project – Curtis	\$1,904	06/19	98%	100%	Bid opening was on August 6 th and the sole bid was rejected by the Board at the August 26 th meeting. Re-bid advertisement to take place in September.
16.	Secondary Treatment Process Improvements – Curtis	\$565	04/19	100%	100%	Report finalized and results incorporated into the ETSU report.
17.	Standby Power Generation System Upgrade Project – Raymond/Kevin	\$2,019	01/20	50%	60%	Consultant to work on verifying project scope in light of the final ETSU report, and construction estimate.
18.	WAS Thickener Replacement Project – Curtis	\$284	05/19	40%	100%	Consultant and staff continued to work on thickening equipment selection process.
19.	Wet Weather Flow Management - Calcium Thiosulfate Chemical Tank Project - Kevin	\$13	09/19	90%	90%	Issued informal request for bids for tank and issued PO. Executed contract with consultant to prepare installation bid documents.

COLLECTION SERVICES ACTIVITIES REPORT August 2019

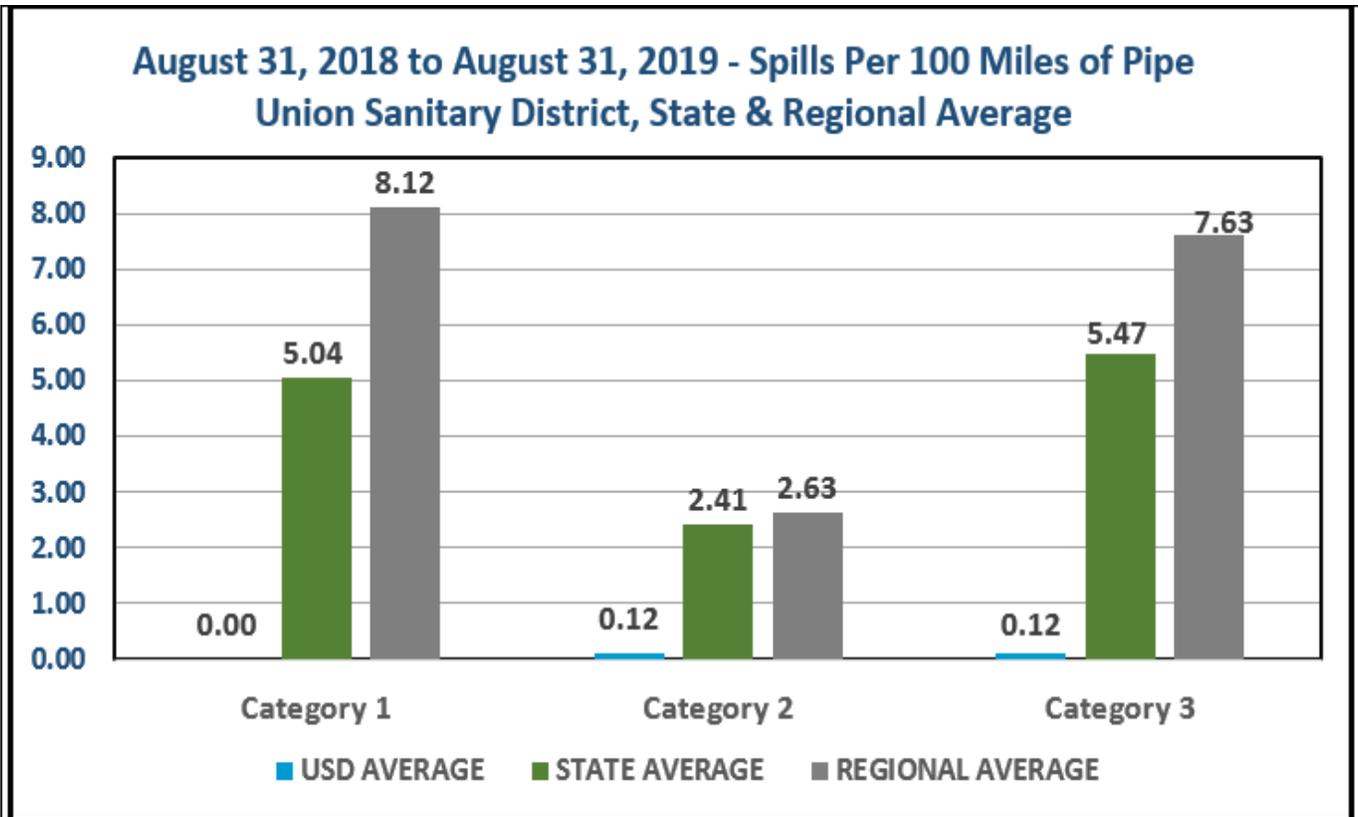
Progress/Accomplishments

- Zero Spills in August.
- Completed 15.6miles of sewer main cleaning in August.
- Completed 9.7 miles of sewer main inspection in August.
- Responded to 15 service request calls in August.
- Completed a total of 28 sewer main repairs in August.
- Trainings
 - Commercial vehicle air brakes refresher

Reported Bay Area Spills August 31, 2018 to August 31, 2019



**August 31, 2018 to August 31, 2019 Spills Per 100 Miles of Pipe
Union Sanitary District, State & Regional Average**



Spill Rate Statistics - August 31, 2018 to August 31, 2019

Spills per 100 Miles of Pipe

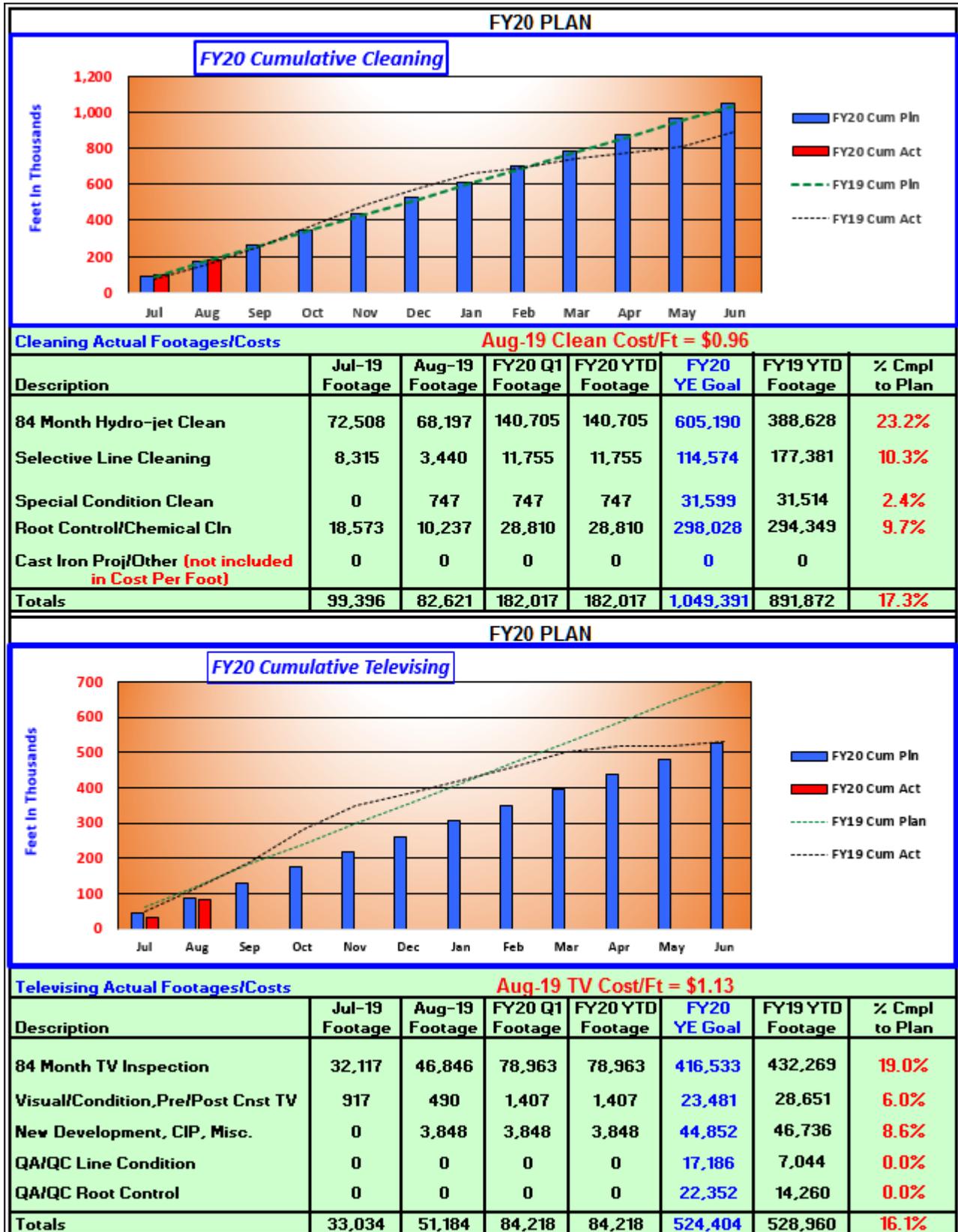
	Category 1	Category 2	Category 3
USD AVERAGE	0.00	0.12	0.12
STATE AVERAGE	5.04	2.41	5.47
REGIONAL AVERAGE	8.12	2.63	7.63

Category 1 - 1,000 gallons or more. Discharges to surface water, not fully captured

Category 2 - 1,000 gallons or more. Does not reach surface waters, not fully captured

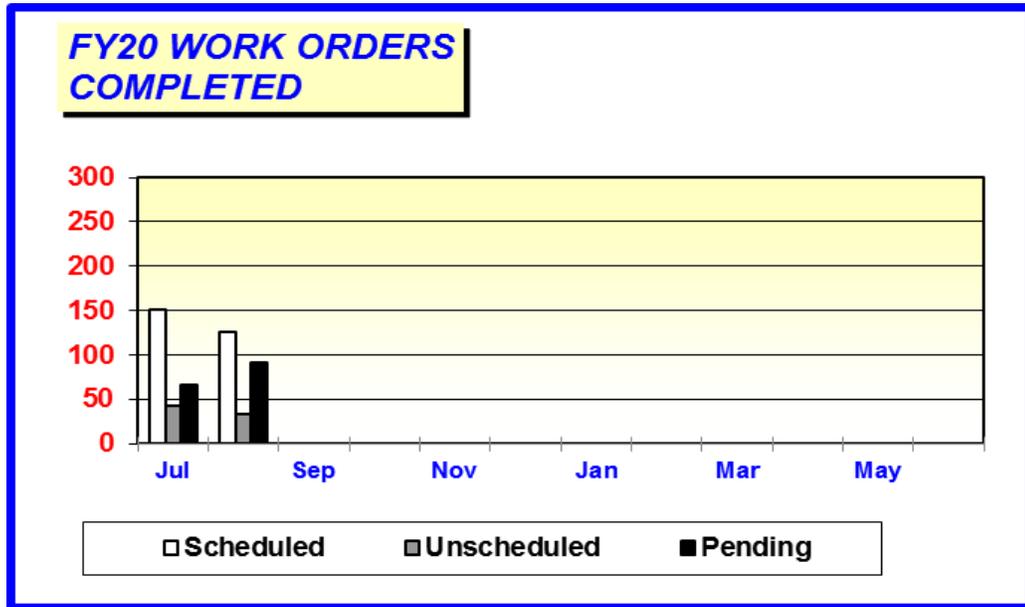
Category 3 - 1,000 gallons or less, does not reach surface waters, full captured

Performance Measures

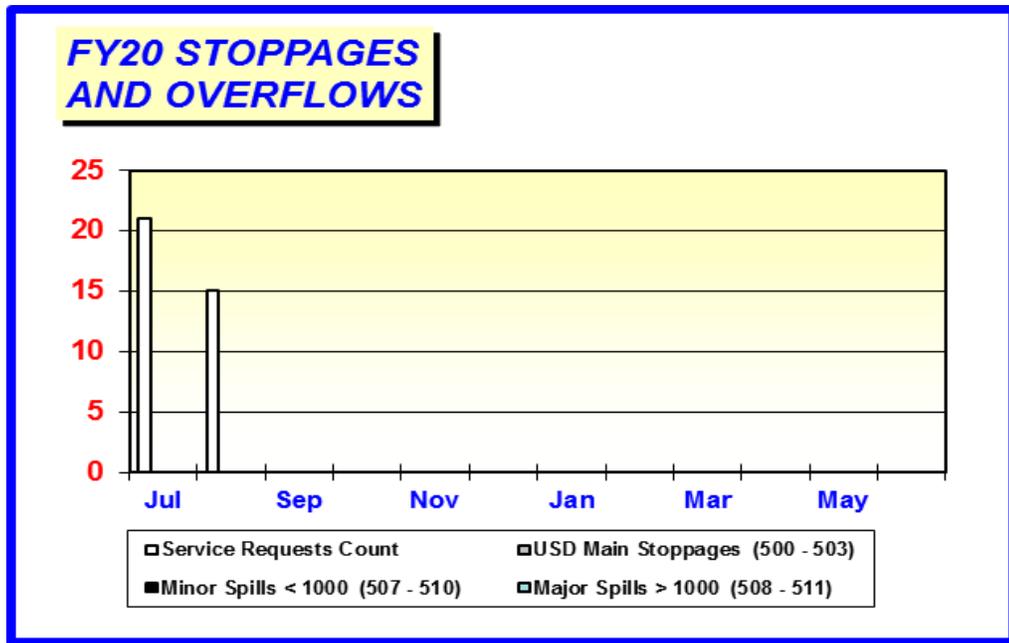


Other Collection Services Status Data:

Support Team Work Order Status:



C/S Maintenance Status:



Fabrication, Maintenance and Construction Activities Report August 2019

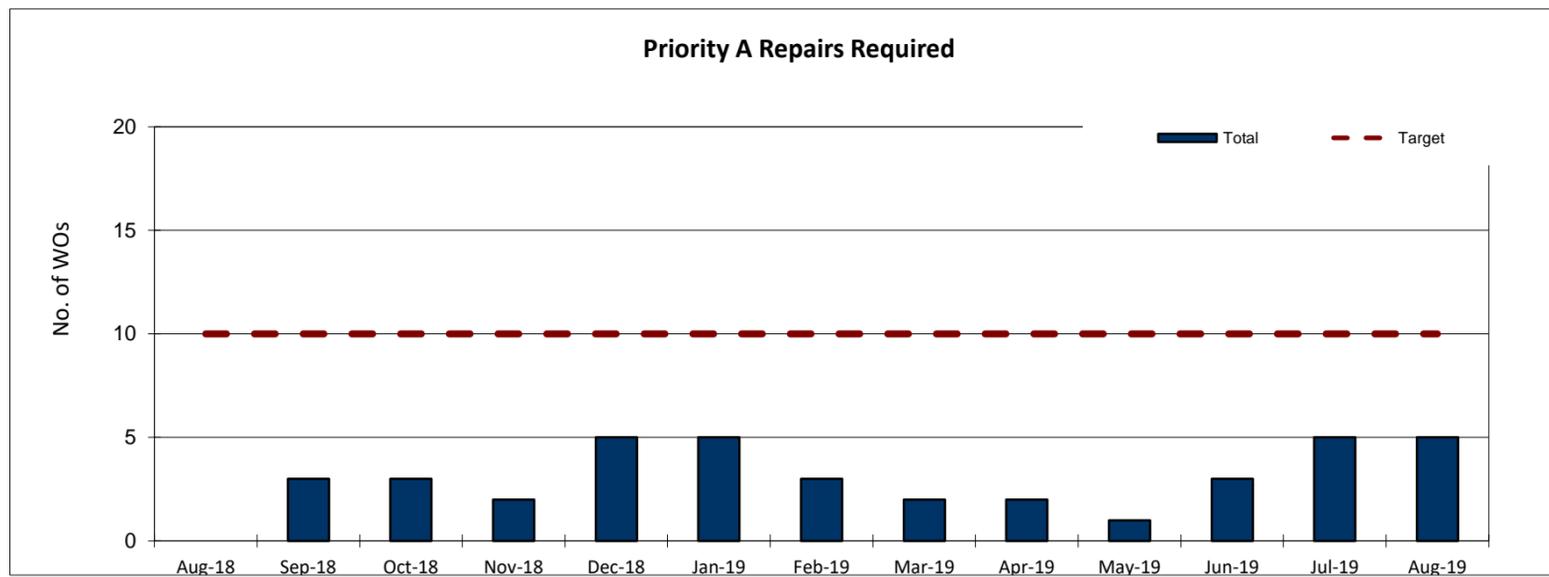
Progress/Accomplishments

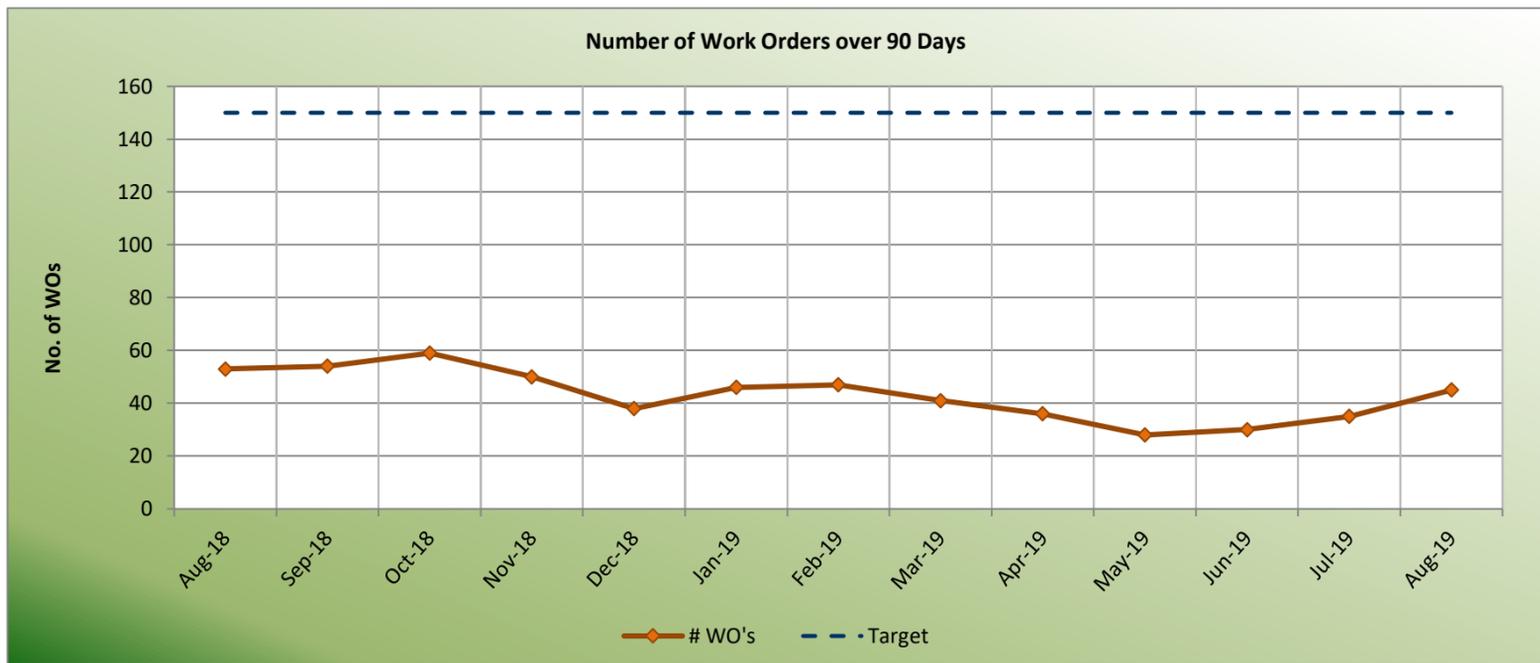
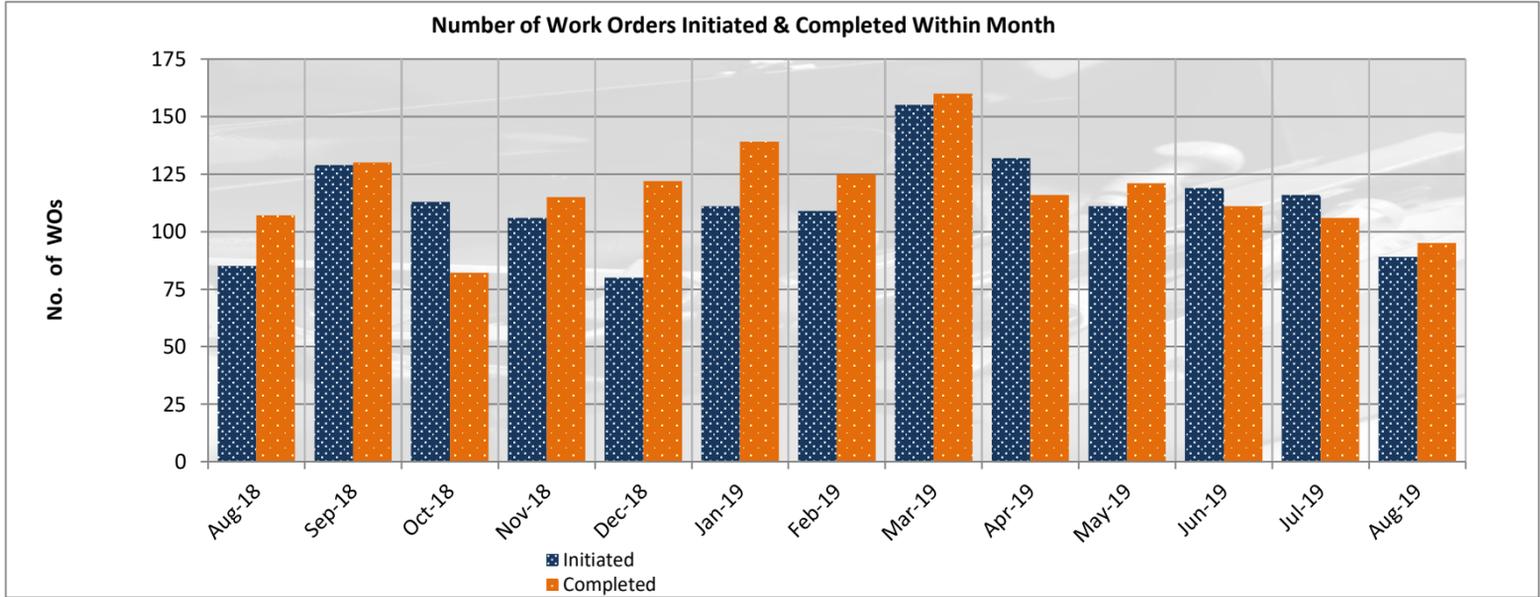
- Completed 92.73% of preventive maintenance activities for the month of August
- Completed 95 corrective maintenance work orders for the month of August
- Install new NPDES sampler
- Painting of IPS Pig launcher
- Design and fabricate new seal water manifold for Mixing Pump 1
- Design and fabricate HDPE fusion piping for hypo to GBT polymer tanks.
- Portable scrubber fan set up.

Future Planning

- Secondary Clarifier 3 RAS flow meter installation.
- Assist contractor for acid cleaning of Aeration Basins
- Centrifuge Feed Pump 3 overhaul
- Completion of overhauls of Cogens 1 and 2

Performance Measurements





**Treatment & Disposal
Activities Report
August 2019**

Progress/Accomplishments

- Maintained 100% compliance with NPDES permits
- Completed 99% preventive maintenance activities for the month of August
- Stopped flow to Hayward Marsh and began operational contingency planning for wet weather, including planning with CIP for increased storage capacity for a calcium thiosulfate dechlorinating agent
- Began testing alternative strategies with Hazen & Sawyer for chlorination of activated sludge during settling problems to attempt to improve the efficacy of the dose
- Began a series of scoping meetings with CIP to evaluate projects, within the window of the next five years, for the next cost of service analysis
- Created a sampling plan to evaluate the performance of new and existing degritters. Began testing
- Reviewed the Hayward Marsh Bypass Sampling Plan and recommended testing alternatives. Hayward Marsh shutdown began on 8/13/19
- Completed the QAI and Hiring Interview for the R&S Administrative Specialist
- Continued LIMS implementation project: Began implementation of the interface between LIMS and the EC iPACS database
- Completed Rotary Drum Thickener Pilot testing and associated laboratory work
- Submitted toxic loading information to SFEI for calculation of RMP fees
- Completed second round of PFAS sampling for plant effluent and biosolids
- Met with CIP and Woodard & Curran to review creek flow modeling results for the reissuance of the Old Alameda Creek NPDES Permit
- QASolutions LLC completed an audit of LIMS record keeping

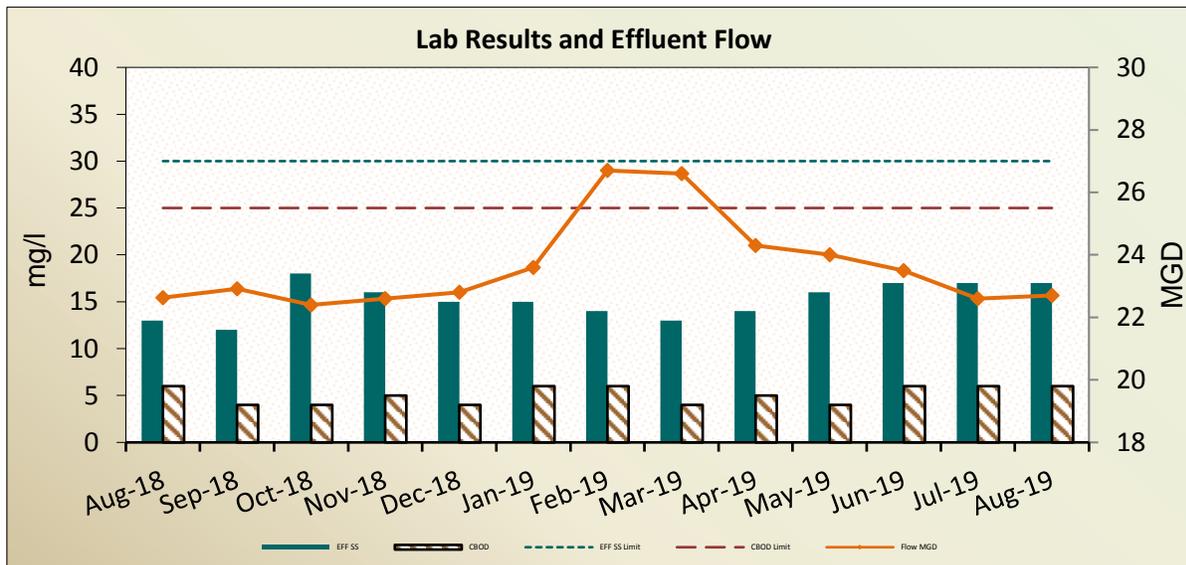
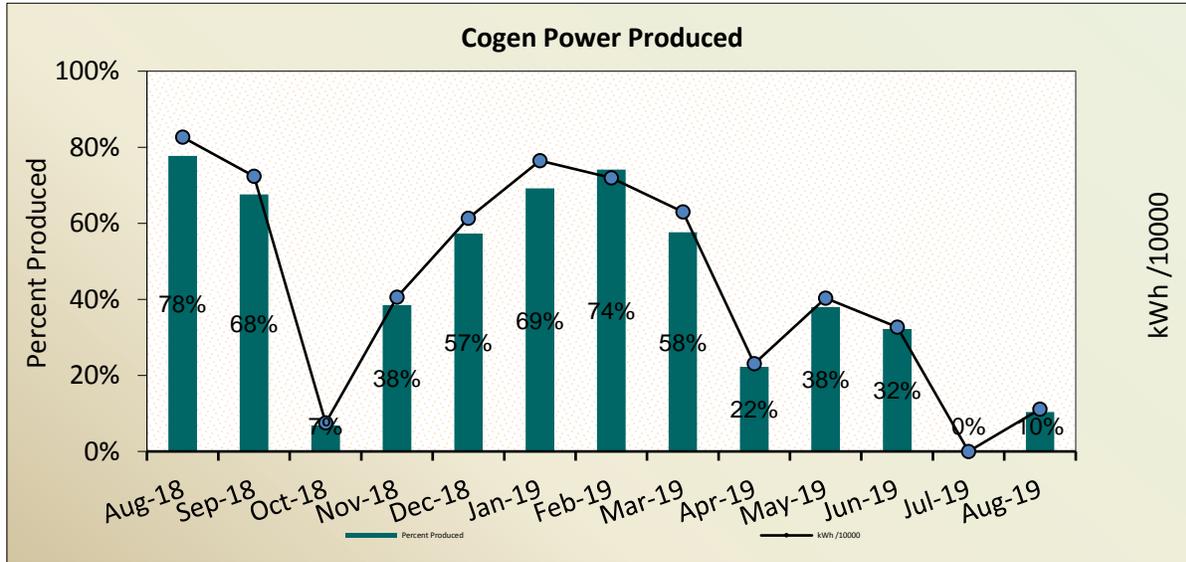
Future Planning

- Evaluate existing and new degritter performance
- Attend the Primary Digester 2 Rehabilitation 90% Design Workshop
- Ongoing testing of alternative strategies with Hazen & Sawyer for chlorination of activated sludge during settling problems to attempt to improve the efficacy of the dose
- Finish degritter analysis and provide recommendations
- Submit Jacobs HRA analysis and emission factor evaluation to BAAQMD
- Complete LIMS project
- Conduct Phase II of the Aeration Membrane Acid Cleaning Pilot Study
- Provide a draft of the Union City Annual Report for review
- Evaluate a proposal for purchasing solar energy from the City of Hayward
- Provide Health Risk Assessment results and emission factor corrections to BAAQMD

Other

- Cogen system produced 10% of power consumed for the month of August

Performance Measurements



USD's Final Effluent Monthly Monitoring Results				
Parameter	EBDA Limit	Jun-19	Jul-19	Aug-19
Copper, µg/l	78	4.1	3.7	3.5
Mercury, µg/l	0.066	0.0019	0.0019	0.0018
Cyanide, µg/l	42	< 0.9	E 0.96	E 0.97
Ammonia- N, mg/L (Range)	130	39.5 - 43.3	35.4 - 44.0	35.4 - 40.4
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	25 - 46	18 - 28	23 - 40
• 11-Sample 90th Percentile	1100	72 - 75	40 - 77	60 - 70
Enterococci				
• Monthly Geometric Mean	240	16.8	12.5	10.0

E = Estimated value, concentration outside calibration range. For SIP, E = DNQ, estimated concentration.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**OCTOBER 14, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

- TITLE:** **General District Election:**
- (a) Consider a Resolution Ordering, Calling, Providing for, and Giving Notice of a General Election to be Held in Union Sanitary District, Alameda County, California, on Tuesday, March 3, 2020, for the Purpose of Electing Three Directors; and**
 - (b) Consider a Resolution Ordering the Consolidation of the Union Sanitary District General Election on March 3, 2020, with the Statewide Direct Primary Election to be Held on March 3, 2020, and Requesting the Board of Supervisors of the County of Alameda to Consolidate the General District Election with the Statewide Direct Primary Election to be Held on March 3, 2020 (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk
Karen Murphy, General Counsel

Recommendation

- (a) Adopt a Resolution ordering, calling, providing for, and giving notice of a general election to be held in Union Sanitary District, Alameda County, California, on Tuesday, March 3, 2020, for the purpose of electing three Directors; and
- (b) Adopt a Resolution ordering the consolidation of the Union Sanitary District general election on March 3, 2020, with the statewide direct primary election to be held on March 3, 2020, and requesting the Board of Supervisors of the County of Alameda to consolidate the general District election with the statewide direct primary election to be held on said date; and
- (c) Authorize staff to notify the Registrar of Voters of the District's intention to consolidate election.

Previous Board Action

January 22, 2018 – Board adopted Resolution No. 2824: Ordering, Calling, Providing for, and Giving Notice of a General Election to be Held in Union Sanitary District, Alameda County, California, on June 5, 2018 for the Purpose of Electing Two Directors

January 22, 2018 – Board adopted Resolution 2825: Ordering the Consolidation of the Union Sanitary District General Election on June 5, 2018, with the Statewide Direct Primary Election to be Held on June 5, 2018, and Requesting the Board of Supervisors of the County of Alameda to Consolidate the General District Election with the Statewide Direct Primary Election to be Held on June 5, 2018

Background

Alameda County will conduct its statewide direct primary election on March 3, 2020. It is customary to consolidate the District's general election with the primary election. This year, the terms of the seat from Ward 1 (Union City), the seat from Ward 2 (Newark), and one seat from Ward 3 (Fremont) will expire.

Once the resolutions are adopted, a notice of consolidation must be filed with the Registrar of Voters. The filing period for candidates for the three District Board of Directors positions runs from November 11, 2019, to and including December 6, 2019.

In accordance with previously established District policy, the candidates must pay for their own optional Statement of Qualifications. Advance payment is requested by the Registrar of Voters for this optional statement to be published.

RESOLUTION NO. _____

**RESOLUTION ORDERING, CALLING, PROVIDING FOR, AND GIVING
NOTICE OF A GENERAL ELECTION TO BE HELD IN UNION SANITARY
DISTRICT, ALAMEDA COUNTY, CALIFORNIA, ON MARCH 3, 2020
FOR THE PURPOSE OF ELECTING TWO DIRECTORS**

BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF UNION SANITARY DISTRICT, Alameda County, California, as follows:

SECTION 1: That an election be, is hereby ordered and called to be held; and,

NOTICE IS HEREBY GIVEN

that the election will be held in UNION SANITARY DISTRICT, Alameda County, California, on Tuesday, March 3, 2020, at the time for the holding of the Statewide Direct Primary Election provided for by Elections Code Sections 1000(d) and 1201, State of California, for the purpose of electing

ONE DIRECTOR, WARD 1; UNION CITY
ONE DIRECTOR, WARD 2; NEWARK
ONE DIRECTOR, WARD 3; FREMONT

to hold office for the term prescribed by law and until the election and qualifications of their successors. Terms of office are for four years.

SECTION 2: The election hereby called and ordered to be held in the District, including the nomination of candidates and the election of Directors and all matters pertaining thereto shall be held and conducted and the results ascertained, determined, and declared in accordance with the applicable provisions of the Health and Safety Code and Elections Code and substantially as herein prescribed and in all other respects as nearly as practicable in conformity to the general election laws of the State of California.

SECTION 3: One Director shall be elected from Ward One, one Director shall be elected from Ward Two, and one Director shall be elected from Ward Three, as defined in Union Sanitary District Ordinance No. 33, at the election, for the term prescribed by law. The Directors shall be residents and registered voters of UNION SANITARY DISTRICT and from the geographical area of the respective Ward each candidate seeks to represent. The ballot shall contain the names of the persons nominated for the office of Director of UNION SANITARY DISTRICT. Candidates shall declare their candidacy; election returns shall be canvassed; the election shall be held and conducted; the results shall be declared; and the certificates of election shall be issued in the same manner as the Declaration of Candidacy, election, canvassing of returns, declaration of results, and issuance of Certificates of Election for County Officers are made, declared, held, conducted, and issued consistent with the provisions of the Elections Code of California and California Health and Safety Code Section 6580.1.

SECTION 4: The election provided for herein is ordered consolidated in accordance with law, with the Statewide Direct Primary Election provided for by Elections Code Sections 1000(d) and 1201 to be held in the County of Alameda and in the territory of the UNION SANITARY DISTRICT on March 3, 2020; and the Board of Supervisors of Alameda County is authorized to cause the canvass of the returns of the District election and certify the results of the

canvass to the Board of Directors of UNION SANITARY DISTRICT; and such election within the area of the District shall be held in all respects as if there were only one election; and only one form of ballot shall be used thereat; and the election precincts, polling places, and voting booths shall in every case be the same; and there shall be only one set of election officers in each of the precincts, and they shall be those selected and designated by the Board of Supervisors of Alameda County, California, for the Statewide Direct Primary Election.

SECTION 5: Official petitions for eligible candidates desiring to file for each office may be obtained from the office of the Registrar of Voters. Appointment to each elective office will be made as prescribed by California Elections Code Section 10515 in the event there are no nominees for any specific seat or seats and a petition for an election is not filed within the time prescribed by Elections Code Section 10515. In the event of a tie vote, the tie shall be resolved by lot.

SECTION 6: At the next regular meeting of the Board of Directors of UNION SANITARY DISTRICT held after the receipt of the returns of the canvass by the Board of Supervisors of Alameda County, California, the Board of Directors shall determine the results of the election and shall provide a statement of the results of the election as ascertained by the canvass, giving the total votes cast for each candidate for office of Director voted upon at the election.

On motion duly made and seconded, this resolution was adopted by the following vote on October 14, 2019:

AYES:
NOES:
ABSENT:
ABSTAIN:

JENNIFER TOY
President, Board of Directors
Union Sanitary District

Attest:

PAT KITE
Secretary, Board of Directors
Union Sanitary District

RESOLUTION NO. _____

RESOLUTION ORDERING THE CONSOLIDATION OF THE UNION SANITARY DISTRICT GENERAL ELECTION ON MARCH 3, 2020, WITH THE STATEWIDE DIRECT PRIMARY ELECTION TO BE HELD ON MARCH 3, 2020, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA TO CONSOLIDATE THE GENERAL DISTRICT ELECTION WITH THE STATEWIDE DIRECT PRIMARY ELECTION TO BE HELD ON MARCH 3, 2020

WHEREAS, the Board of Directors of the UNION SANITARY DISTRICT of Alameda County, State of California, has called a General District Election to be held in said District on March 3, 2020, for the purpose of electing a successor for each of the three (3) members whose terms are about to expire; and

WHEREAS, the Board of Directors of UNION SANITARY DISTRICT has declared its intention that all General District Elections for the election of Directors be consolidated with and held on the same date as the Statewide Direct Primary Election is to be held in accordance with Section 6580.1 of the Health and Safety Code of the State of California.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Union Sanitary District as follows:

1. That the General District Election to be held on March 3, 2020, in the UNION SANITARY DISTRICT, of Alameda County, shall be and the same hereby is consolidated with the Statewide Direct Primary Election to be held on that date.

2. Pursuant to the provisions of Elections Code Section 10400 *et seq.* of the State of California, the Board of Directors of the UNION SANITARY DISTRICT hereby requests the Board of Supervisors of Alameda County, California, to consolidate, in accordance with the law, the General District Election ordered and called to be held on March 3, 2020, with the Statewide Direct Primary Election to be held on March 3, 2020, as provided by Elections Code, Sections 1000(d) and 1201 and Section 6580.1 of the Health and Safety Code of California.

3. Any candidate filing a candidate's statement of qualifications pursuant to California Elections Code Section 13307 shall pay the actual prorated costs of printing and handling said candidate's statement as provided therein. Such payment is to be made in advance to the Registrar of Voters. The candidate's statement shall contain no more than 200 words. Candidates will not be permitted to submit other materials to be sent with the sample ballot and voter's pamphlet.

On motion duly made and seconded, this resolution was adopted by the following vote on October 14, 2019:

AYES:
NOES:
ABSENT:
ABSTAIN:

JENNIFER TOY
President, Board of Directors
Union Sanitary District

Attest:

PAT KITE
Secretary, Board of Directors
Union Sanitary District



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**OCTOBER 14, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 12**

TITLE: Discuss Proposed Revisions to Policy No. 3070, Boardmember Officers and Committee Membership (*This is a Direction Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk
Karen W. Murphy, General Counsel

Recommendation

Discuss revisions to Policy No. 3070 and provide direction to staff

Previous Board Action

12/16 – Board approved updated version of Policy No. 3070

Background

Policy No. 3070, Boardmember Officers and Committee Membership, has been in place since 2004, and provides direction on how the Board selects officers and appoints internal and external committee members. The District typically consolidates its election with the statewide primary election, which was last held in June 2018. Therefore, the timing of officer selection and committee appointments currently reflects a June election date.

In 2020, the State is holding its primary election in March and staff is recommending that the District consolidate its election with the March statewide primary election. If the Board calls for the election in March, the change in the month of District elections also requires modifications to Policy No. 3070 in three areas, which are described in more detail. District staff is seeking direction on these proposed modifications, as well as any direction on additional amendments the Board desires to see incorporated.

Selection of Officers

Currently, the policy provides that the selection of Board officers takes place in the month of July. With the modified election date in March, staff is recommending revising the policy to provide that election of Board Officers be held annually as follows: (a) in election years, at the first regular meeting following the certification of Board election results; and (b) in non-election years, at the first regular meeting twelve months after the prior election of Board Officers. These revisions do not include a specific month in the event the State alters the primary election schedule again in the future.

Internal Committee Appointments

Internal committee appointments are currently included in an information item to the Board at the second regular meeting in July of each year. Staff is recommending the policy be revised to simply state that the informational item on committee appointments be agendized at the next regular meeting following the selection of the Board Officers. This again avoids the reference to a specific month in the event that the primary election date changes in the future.

External Committee Selection

Currently, the policy provides that external committee assignments are made no later than the first regularly scheduled meeting in May, to ensure that new representatives are seated for the first new meeting of the new committee or commission. In practice, assignments typically took place later. With the change in election date, staff is recommending that the policy provide that external committee assignments be agendized and selected at the same meeting as the informational report on internal committees, with two options for seating of committee members: (a) selected members may immediately take on their new committee assignment; or (b) committee assignments may begin on July 1, except in the event that the assignment is currently vacant and requires an immediate replacement.

After receiving direction from the Board, staff will amend Policy No. 3070 and bring back a revised policy for the Board's consideration.

Attachment: Policy No. 3070

Effective: 12/12/16	Boardmember Officers and Committee Membership	Policy Number 3070 Page 1 of 3
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Policy

Selection of Board Officers will be held annually at the first regular meeting in the month of July of each year. Internal Board committee memberships shall be established no later than the second regularly scheduled meeting in July of each year, following the selection of the Board Officers. External commissions/committees representatives shall be established no later than the first regularly scheduled meeting in May of each year.

Purpose

To provide a written record of the procedure approved by the Board for electing its Officers and establishing its committee memberships.

Procedure

Board Officers

1. The Officers are President, Vice President, and Secretary and the term of office shall be for one year. The Board may, by motion, amend the titles of President and Vice President to Chair and Vice Chair, respectively, provided that the Chair, regardless of title, shall act as the “president” pursuant to California Health & Safety Code Section 6486. Throughout this Policy, the titles President and Vice President shall be used interchangeably with Chair and Vice Chair.
2. The President shall preside over the meetings of the Board of Directors and be responsible for the following:
 - a. maintaining order and following the published agenda
 - b. ensuring Boardmembers are allowed to participate in discussions
 - c. allowing the public to speak on agenda items
 - d. facilitating dialog among the public, staff, and Boardmembers
 - e. appointment of members of the Board of Directors to Internal Committee assignments
 - f. signing resolutions, ordinances, and construction contracts on behalf of the District
 - g. representing the Board of Directors on issues or at events as designated by the full Board

The Vice President shall fulfill the duties of the President when the President is absent or otherwise unavailable.

The Secretary shall ensure the recording of the minutes of the Board of Directors meetings and sign the adopted Minutes, shall sign all Resolutions and Ordinances passed by the District, and shall serve as Vice President when the Vice President is absent or otherwise unavailable. If the President and Vice President are both absent, and a quorum is present, the Secretary shall preside over the meetings of the Board of Directors as the Board President.

3. At the first regularly scheduled Board meeting in July, or as soon thereafter as the item can be agendized at a regular Board meeting, the Board shall appoint its Board Officers. During election years, the newly elected Boardmembers shall be sworn in as the first item of business on the agenda followed immediately by the selection of the Board Officers. During non-election years, the selection of the Board Officers shall be considered after the last motion item on the agenda. The Board shall elect the President, Vice-President and Secretary for one year terms. The election or removal of the President, Vice-President, or Secretary shall require a majority vote of the Board. The Board may choose to follow a rotation of officers.

The Board officers in office at the beginning of the meeting shall retain their positions until the adjournment of the meeting and the newly selected Board Officers shall assume their duties immediately following this meeting.

Internal Board Committee Memberships

1. Internal committees are: Budget and Finance; Engineering and Information Technology; Legal/Community Affairs; Legislative; Personnel; and Audit Committee. There is no fixed schedule for meetings set by this policy and appointments are made by the President, as set forth below. Notwithstanding the above, meetings are noticed and open to the public.
2. Annually, following the election of Board officers, and at the same meeting as the election of the officers, Directors shall be provided a list of the internal committees along with an internal committee interest form. The internal committee interest form shall be completed in order of preference and provided to the General Manager, or designee, no later than 11 calendar days in advance of the next Board meeting.
3. The President is delegated the authority to appoint Directors to the internal committees. The President shall make every effort to rotate committee assignments and ensure a similar number of committee assignments for each Board member. Notice of internal committee membership appointments will be contained in an information item to the Board at the next regularly scheduled meeting following the selection of the Board Officers. The determination of the Board President on committee assignments shall be considered final.
4. Ad Hoc committees are called as needed by a majority vote of the Board of Directors.

External Commissions / Committee Representatives (CCR)

1. External commissions/committees include: the EBDA Commission; the Joint Powers Authority for Geographic Information Systems; the Alameda County Water District Finance Authority (ACWDFA); and the Alameda County Chapter of the California Special Districts Association.
2. Membership on the EBDA Commission shall be a maximum of two consecutive years, with a possible three years in exceptional circumstances if approved by the Board.
3. The Board of Directors will elect the representatives for External Committees no later than the first regularly scheduled Board meeting in May of each year in order to ensure the representatives may be seated for the first meeting of the new committee or commission. At the prior meeting, Directors shall be provided a list of external committees along with an external committee interest form. The external committee interest form shall be completed in order of preference and provided to the General Manager, or designee, no later than 11 calendar days in advance of the meeting. The committee interests shall be compiled in a staff report by the General Manager, or designee, and provided to the Board for consideration. The Board shall elect the CCRs for one year terms or as otherwise decided by the Board majority. The election or removal of CCRs shall require a majority vote of the Board.

Management Responsibility

The General Manager will be responsible for scheduling on the Board agenda, the election or appointment of Board officers and external commissions, pursuant to the schedule shown above. The General Manager, or designee, will provide the following to the new President, with copies to the Board: (1) a list of the last ten years and current committee memberships; (2) a copy of this policy; and (3) a list of internal committee interests. In consultation with the Board President, the General Manager will also be responsible for scheduling on the Board agenda the announcement of committee appointments.

Supersedes Policy Dated: July 2004, September 2005, January 2008, September 2010, October 2013

Approved by: Board of Directors December 12, 2016
 Reviewers: General Manager, Board of Directors, District's attorney
 Notify Person: General Manager
 Review frequency: Every 3 years
 Next Review: December 2019



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**OCTOBER 14, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 13**

TITLE: Consider Approval of a License Agreement between Union Sanitary District and Mango Materials (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Karen Murphy, General Counsel

Recommendation

Approve and authorize the execution of a License Agreement between the District and Mango Materials, subject to minor revisions that may be approved by the General Manager and General Counsel

Previous Board Action

None

Background

Mango Materials approached District staff a number of months ago about obtaining the use of District property for a project to produce bioproducts from biogas. Mango Materials had previously been operating a small pilot scale facility at Silicon Valley Clean Water for its project, but that site was no longer viable due to reasons beyond their control. Previously, Mango Materials approached the District several years ago to inquire about the possibility of operating the pilot scale facility at USD. At that time the District was unable to accommodate the request.

The District is currently undertaking several large capital initiatives in addition to the already ambitious capital programs, EBDA negotiations, succession planning and daily operations, to name a few. It would have been completely justifiable to pass on this concept. Staff and Mango

Materials have done a commendable job working through the challenges in a way that was acceptable to all parties.

District staff and Mango Materials have met a number of times to discuss the project, which would require Mango Materials' use of an approximate 8,000 square feet portion of the Wastewater Treatment Plant area to install a Demo Plant and access biogas captured from District facilities. As part of the discussions, District staff and Mango Materials have negotiated the form of a License Agreement, the intent of which is to ensure that the District recovers all of its costs and an appropriate fee for such use, that the District is protected from liability associated with the license, and that the District retains the discretion to approve any and all plans and specifications and require conditions as appropriate.

Among other things, the proposed License Agreement provides that:

1. The License is non-exclusive for a term of five years. The District can terminate the agreement at any time in the event of interference with District operations or any health or safety concern.
2. Mango Materials will pay District the sum of \$1,000 each month, as well as fees of approximately \$4,000 each month for utilities and other costs, with the ability of District to increase the fees to reflect market conditions.
3. Mango Materials accepts the property as-is and waives and releases the District from claims regarding the condition of the property and facilities.
4. Mango Materials will submit plans and specifications for District approval prior to any construction. If, upon review of the specifications, the District determines the project would interfere with District operations, the District could terminate the agreement.
5. Mango Materials will maintain the license area and will be responsible for the removal of all improvements upon the expiration or earlier termination of the agreement.
6. Mango Materials will comply with all applicable laws, obtain any required permits and regulatory approvals and will comply with all District site rules and regulations. In addition, as part of the plans and specifications, District shall require review and approval of a security plan.
7. Mango Materials would provide a deposit of \$25,000 the first year and an additional \$25,000 the second year of the term to ensure compliance with the terms of the agreement.
8. Mango Materials will comply with all laws regarding use of hazardous materials and indemnify the District.
9. Mango Materials agrees to indemnify the District and provide the District's standard insurance requirements, including naming the District as an additional insured. In addition, District may require additional insurance if deemed necessary upon review of the specifications.

The proposed License Agreement provides the framework for Mango Materials to move forward with its facility subject to the terms and conditions of the agreement, such as District review and approval of the plans and specifications. Although the District supports this

concept, there are market factors beyond the control of the parties that could preclude this facility from moving forward, or Mango Materials could decide not to pursue its project on District property. Approval of the License Agreement does not ensure that Mango Materials will proceed with its proposed project.

Attachment: License Agreement
Site Layout

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") is made and entered into on _____, 2019 ("Effective Date") by and between the Union Sanitary District ("District"), as licensor, and Mango Materials, a Delaware corporation ("Licensee"), as licensee. The District and Licensee are sometimes individually referred to as a "Party" and collectively as the "Parties."

RECITALS

A. District is the fee owner of that certain real property with a street address of 5072 Benson Road, Union City, California, 94587, on which the District's wastewater treatment facilities are located ("Wastewater Treatment Plant"). The Wastewater Treatment Plant and the underlying land are referred to herein collectively as the "Property".

B. Licensee desires to use that certain portion of the Property depicted and described in Exhibit A attached hereto and incorporated herein and comprising 8,000 square feet ("Demo Plant Area") and adjacent areas on which Licensee intends to install lines to facilitate its project (collectively, the "License Area"), as well as biogas produced by District's operations for the construction, use, maintenance and operation of a Demo Plant for Licensee's project to produce bioproducts from biogas with a focus on biopolymers ("Licensee Project").

C. District is willing to allow Licensee to use the License Area, including use of biogas produced by District's operations, on the terms and conditions set forth in this Agreement, including that such use shall be at no cost to District.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements by the Parties set forth herein and other good and valuable consideration, the Parties hereby agree as follows:

AGREEMENT

1. Grant of License. District hereby grants to Licensee, its employees, consultants, and representatives ("Licensee Parties"), a non-exclusive, revocable, temporary license ("License") to enter and use the License Area, for the sole purpose of constructing, maintaining and operating a Demo Plant on the License Area, consisting of a fermentation unit (made up of 2 skids, including a 30' high structure and vessel), downstream processing equipment (e.g. centrifuge, mixing/heating tanks), liquid oxygen storage, portable trailers for office/lab space, and bioproduct storage ("Licensee Improvements"), and accessing biogas captured from the District's treatment facilities (collectively, the "Permitted Activities"). Any and all costs associated with the Permitted Activities shall be the responsibility of Licensee.

2. Term. The term of this Agreement and the License granted hereunder shall commence on the Effective Date and expire five years thereafter ("Term") unless this Agreement is terminated earlier in accordance with Section 13 below. No more than six months prior to the end of the Term, District and Licensee shall enter into negotiations regarding a possible extension of the Term and updated financial terms.

3. Payment and Costs. Licensee shall pay District the following amounts for costs associated with the License: (a) the sum of \$1,000.00 each month for use of the License Area ("License Fee"); (b) the sum of \$3,120.00 each month to reimburse District for Licensee's use of electricity, water, and natural gas and any other utility costs ("Utility Fee"); and (c) the sum of \$850 each month to reimburse District for access to biogas ("Innovation Fee"). The District shall bill the Licensee semiannually for the License Fee, Utility Fee and Innovation Fee. Payment shall be due to District within 30 days of receipt of District's invoice. No more than twice a year, District may reassess its utility and biogas costs and reasonably increase the Utility Fee or Innovation Fee to ensure District is compensated for its actual costs. Licensee agrees to pay any increased Utility Fee or Innovation Fee as provided herein. Licensee's failure to pay District within 30 days of notice by District shall constitute a breach of this Agreement, subject to termination of the Agreement in the District's sole discretion.

4. As-Is. Licensee acknowledges that neither District nor any agent of District has made any representation or warranty with respect to the condition of the Property, License Area or biogas, or their suitability for the Licensee Project or the Licensee Improvements. Licensee hereby accepts the License Area and biogas in their "AS IS" condition. Licensee acknowledges that it has had the opportunity to undertake investigation of the License Area and District facilities prior to execution of the Agreement. Licensee hereby releases District from any and all manner of rights, liabilities, claims, actions, causes of action, suits, proceedings, demands, damages, costs, expenses (including attorney's fees and costs) or other compensation whatsoever, in law or equity, of whatever kind or nature, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent that Licensee now has or may have or which may arise in the future arising out of, directly or indirectly, or in any way connected with (i) all warranties of whatever type or kind with respect to the physical or environmental condition of the License Area, whether express, implied or otherwise, including those of fitness for a particular purpose or use; (ii) the physical, environmental or other condition of the Property, License Area and biogas, including any hazardous materials located on the Property, as defined by any local, state or federal law; and (iii) the as-is condition of the Property, License Area or biogas (the foregoing are collectively referred to as "Claims"). By releasing and forever discharging the Claims, Licensee expressly waives any rights under California Civil Code Section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

INITIALS: DISTRICT _____ LICENSEE _____

Notwithstanding the foregoing, the release and waiver of Claims set forth in this Section 4 shall not apply to any Claims arising from the sole active negligence or willful misconduct of District. The provisions of this Section 4 are material consideration of this Agreement and shall survive termination or expiration of this Agreement.

5. Construction on License Area; Plans and Specifications.

5.1 Prior to any construction of the Licensee Improvements on the License Area, Licensee shall submit plans and specifications of the Licensee Improvements prepared by a licensed engineer to District for approval. The plans shall include, but not be limited to, horizontal and vertical elevations of all improvements, connection points for all utilities, pipe runs and fencing around the License Area. In addition, the specifications shall include site security protocols for access to the License Area.

5.2 District shall review and approve the plans and specifications, in its sole and absolute discretion, and may require changes or conditions, including additional agreements or waivers, to ensure compliance with applicable laws and regulations and the safety of District property and personnel and non-interference with plant operations. In the event that the District determines that the Licensee Improvements cannot be constructed on the License Area due to conflicts with District operations, safety concerns, or discharge requirements, District may immediately terminate this Agreement.

5.3 Licensee shall comply with all District discharge permitting requirements and shall obtain any and all required permits prior to approval of the plans and specifications.

5.4 Licensee shall not commence any construction on the License Area without District's prior written approval. District may have inspectors on-site during any period of construction.

6. Reimbursement of District Costs. Licensee shall reimburse District for its out-of-pocket costs, including plan review and construction and ongoing inspection, in an amount not to exceed \$15,000 per year starting on the Effective Date. Licensee shall reimburse District for such costs within 30 days of receipt from District of an invoice for such expenses.

7. Non-Interference or Conflict with District Operations. Licensee shall not do or permit anything to be done in or about the License Area or the Property or bring or keep anything on District property which will in any way interfere with the District's use of the Property, facilities and ongoing operations. In the event that the District determines, in its sole and absolute discretion, that the Licensee Project or any aspect of the Licensee's use and operations under this Agreement conflicts with or is interfering with District operations, then, upon notice by District, Licensee shall immediately halt or modify its operations or use in coordination with the District in a manner to ensure there is no interference or conflict with District operations.

8. Compliance with District Regulations; Site Security. Licensee shall ensure that all Licensee Parties review, familiarize themselves with and comply with any and all District rules and regulations governing use of and access to District property and facilities, including all site security regulations.

9. Compliance with Laws. Licensee, at its expense, shall comply with any and all applicable Federal, State and municipal statutes and ordinances, and with all applicable regulations, orders and directives of appropriate governmental agencies in connection with this Agreement, its use the License Area, construction of the Licensee Improvements and conduct of the Permitted Activities. Prior to commencement of the Permitted Activities, Licensee shall obtain any required permits, licenses, and governmental approvals required to conduct the Permitted Activities. Licensee shall provide the District with evidence of any required permits upon request.

10. Hazardous Materials.

10.1 . Any use, generation, manufacture, storage, treatment, release, discharge, disposal, transportation or presence of Hazardous Materials, as defined below, by Licensee on the Property shall be included in the plans and specifications required under Section 5 above, and subject to District's prior approval, in District's sole and absolute discretion, which may include conditions as to such use or additional waivers or agreements. Licensee shall comply with all Hazardous Materials Laws, as defined below.

10.2 Licensee shall immediately notify District in writing of: (1) any knowledge by Licensee that the Permitted Activities or any other action or inaction by Licensee does not comply with any Hazardous Materials Laws; (2) any Hazardous Materials claims; and (3) the discovery of any occurrence or condition that could cause the Permitted Activities or any action or inaction by Licensee to violate any Hazardous Materials Laws.

10.3 In response to the presence of any Hazardous Materials on, under or about the License Area, Licensee shall immediately take, at Licensee's sole expense, any and all remedial action required by any Hazardous Materials Laws or any judgment, consent decree, settlement or compromise in respect to any Hazardous Materials claims.

10.4 LICENSEE HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, JUDGMENTS, COURT COSTS AND LEGAL OR OTHER EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES) WHICH ANY INDEMNIFIED PARTY MAY INCUR (EXCEPT TO THE EXTENT ARISING FROM THE ACTIVE NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY) AS A DIRECT OR INDIRECT CONSEQUENCE OF: (A) THE USE, GENERATION, MANUFACTURE, STORAGE, TREATMENT, RELEASE, THREATENED RELEASE, DISCHARGE, DISPOSAL, TRANSPORTATION OR PRESENCE OF ANY HAZARDOUS MATERIALS BY LICENSEE UNDER THIS AGREEMENT, , EXCEPT TO THE EXTENT APPROVED BY DISTRICT AND MAINTAINED IN COMPLIANCE WITH ALL APPLICABLE LAWS; OR (B) THE BREACH OF ANY COVENANTS (OR REPRESENTATION AND WARRANTY) OF LICENSEE UNDER THIS INDEMNITY, EXCEPT TO THE EXTENT RESULTING FROM SUCH INDEMNIFIED PARTY'S

GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. SUCH INDEMNITY SHALL INCLUDE, WITHOUT LIMITATION: (i) THE COSTS, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY REPAIR, CLEANUP OR DETOXIFICATION OF THE PROPERTY WHICH IS REQUIRED BY ANY GOVERNMENTAL ENTITY OR IS OTHERWISE NECESSARY TO RENDER THE PROPERTY IN COMPLIANCE WITH ALL LAWS AND REGULATIONS PERTAINING TO HAZARDOUS MATERIALS; (ii) ALL OTHER DIRECT OR INDIRECT CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY TORT CLAIMS OR GOVERNMENTAL CLAIMS, FINES OR PENALTIES AGAINST ANY INDEMNIFIED PARTY; AND (iii) ALL COURT COSTS AND REASONABLE ATTORNEYS' FEES AND EXPENSES PAID OR INCURRED BY ANY INDEMNIFIED PARTY.

10.5 Definitions.

(a) "Hazardous Materials" shall mean oil, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any substances which are "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "wastes," "regulated substances," "industrial solid wastes," or "pollutants" under the Hazardous Materials Laws, as described below, and/or other applicable environmental laws, ordinances and regulations. "Hazardous Materials" shall not include commercially reasonable amounts of such materials used in the ordinary course of construction and/or operation of the Property which are used and stored in compliance with applicable environmental laws, ordinances and regulations.

(b) "Hazardous Materials Laws" shall include, without limitation: the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986, "CERCLA"), 42 U.S.C. Section 9601 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651, the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300f et seq.; and all comparable state and local laws, laws of other jurisdictions or orders and regulations.

11. Maintenance of License Area. Licensee, at its sole cost and expense, shall maintain the License Area and the Licensee Improvements in good repair and condition and in compliance with all local, state and federal laws and regulations. In the event of damage to the Property or License Area or any other District property arising from Licensee's use of or access to the License Area, Licensee shall promptly repair the damage to District's satisfaction. If Licensee does not repair such damage within ten days after notice from District, or immediately after notice in the event of a health or safety issue, District may complete the repair and Licensee shall reimburse District for all of District's cost associated

with the repair upon receipt of an invoice from District. These obligations shall survive expiration or termination of the Agreement.

12. Removal of Improvements. Upon the expiration or earlier termination of the Agreement, Licensee, at its sole cost and expense, shall remove all Licensee Improvements installed or constructed on the License Area and any other Licensee property located on the Property and shall leave the Property and License Area in the same condition as prior to the execution of the Agreement. Licensee shall also be responsible for disconnecting any Licensee improvements from District facilities, provided that any such disconnection shall be approved by District in its sole discretion prior to the commencement of any work. District may also choose to complete the disconnection itself, at Licensee's sole cost and expense. In the event District determines to complete the disconnection, Licensee shall reimburse District any and all of District's costs associated with such disconnection within 30 days of receipt from District of an invoice for such expenses. If the Licensee Improvements and any other Licensee Property are not removed from the License Area within 90 days of the date of termination or expiration of the Agreement, such remaining improvements may become the property of the District, at its sole discretion, and the District shall retain the Deposit.

13. Termination. In addition to any other termination provision set forth in this Agreement, the Agreement may be terminated by either Party at any time, for any reason, upon six months' prior written notice to the other Party, or immediately in the event of a breach of this Agreement, subject to the notice and cure provisions in Section 15 below. In addition, District may immediately terminate this Agreement in the event of any health or safety concerns or interference with District's ongoing operations, as determined by District in its sole discretion.

14. Deposit. Concurrently with execution of this Agreement, Licensee shall deposit with District the amount of \$25,000.00 ("Initial Deposit") as security for Licensee's obligations under the Agreement. On or before a date one year after the Effective Date, Licensee shall deposit an additional \$25,000.00 with District as additional security for Licensee's obligations under the Agreement, for a total deposit of \$50,000.00 ("Deposit"). Licensee acknowledges that compliance with the terms of this Agreement, including removal of the Licensee Improvements and disconnection of the Licensee facilities, are a material consideration of this Agreement. Licensee agrees and acknowledges that the Deposit shall be retained by District in the event that Licensee breaches any provision of this Agreement, including payment obligations or removal of Licensee Improvements. The Deposit shall be returned to District upon termination or earlier expiration of this Agreement and compliance with any and all terms and obligations of this Agreement, including removal of the improvements as set forth above.

15. Default; Remedies.

15.1 The failure by any Party to perform any obligation under this Agreement, if the failure has continued for a period of 30 days after the other Party demands in writing that the defaulting Party cure the failure, shall be deemed a default hereunder. If, however, by its nature the failure cannot be cured within 30 days, the defaulting Party may have a longer period as is necessary to cure the failure, in any event not to exceed 60 days,

provided, however, such extended cure period shall be conditioned upon the defaulting party promptly commencing to cure within the 30-day period and thereafter diligently completing the cure.

15.2 In the event of a default by District, Licensee's remedies shall be limited to specific performance or termination of the Agreement. In the event of a default by Licensee, District shall have the right to terminate the Agreement and to recover any payments, costs, expenses and damages, including retention of the Deposit, and to pursue any action at law or in equity. Neither Party shall be liable to the other for any consequential, punitive or special damages.

16. Licensee Assumption of Risk. Licensee, as a material part of the consideration to District, hereby assumes all risk of damage to property including, but not limited to, Licensee's property, and injury to or death of persons in, upon or about the License Area, the Property, or any portion thereof, arising from any cause, and Licensee hereby waives all claims against District, except to the extent such claims are caused by District's active negligence or willful misconduct. Licensee hereby agrees that District shall not be liable for injury to or death of any Licensee employee, contractor, invitee or agent, or any other person in or about the License Area, the Property, or any portion thereof, whether said damage or injury results from conditions arising within or about the License Area, the Property, or any portion thereof or from other sources or places, except to the extent damage or injury is caused by District's active negligence or willful misconduct. These obligations shall survive any expiration or termination of the Agreement.

17. Indemnity. In addition to the indemnity set forth in Section 10 above, Licensee shall indemnify, protect, defend, and hold harmless District and its elected officials, officers, employees, volunteers, agents, representatives, and contractors from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including attorneys' fees and costs incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the Term as a result (directly or indirectly) of or in connection with (i) any default in the performance of any obligation on Licensee's part to be performed under the terms of this Agreement; (ii) the Permitted Activities; (iii) any act, error or omission of Licensee or Licensee Parties in or about the License Area or Property or any portion thereof; or (iv) loss of, injury or damage to, or destruction of personal property or fixtures (including but not limited to furnishings and bathroom fixtures) on or about the Property (collectively, the "Indemnification"). In addition, Licensee, at its expense, would be responsible for defending any third-party legal challenges of the Agreement, and would promptly pay District's attorneys' fees and costs and any judgment awarded to a third-party challenger in connection with such legal challenge. Licensee shall provide the defense portion of such Indemnification by and through counsel reasonably acceptable to District. This Section shall survive expiration or termination of this Agreement.

18. Insurance.

18.1 Licensee shall comply with the insurance requirements set forth in this Section 18 during the Term. Prior to the execution of the Agreement, Licensee shall provide

proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the District in writing.

18.2 Licensee shall provide the following minimum levels of insurance coverage are:

(a) Commercial General Liability (CGL) on an "occurrence" basis, including products and completed operations, property damage, bodily and personal injury with limits no less than \$5,000,000 per occurrence, and \$10,000,00 aggregate; and

(b) Automobile Liability with limits no less than \$1,000,000 per accident for bodily injury and property damage; and

(c) Workers' Compensation insurance as required by the State of California, with statutory limits; and

(d) Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease; and

(e) Builder's Risk Insurance for the value of the Licensee Improvements; and

(f) Additional insurance as may be required after review of the plans and specifications, including Pollution Liability or other environmental insurance.

18.3 The insurance obligations under this Agreement shall be (i) the minimum coverage and limits specified above; or (ii) all the insurance coverage and/or limits carried by or available to Licensee, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to District.

18.4 District and its elected and appointed officials, officers, agents, employees and volunteers ("District Parties") shall be named as additional insureds with respect to liability arising out of this Agreement.

18.5 The insurer shall provide District with 30 days prior notice of termination or material change in coverage and ten days prior notice of cancellation for non-payment.

18.6 For any claims related to this Agreement, the Licensee's insurance coverage shall be primary insurance coverage with respect to District and District Parties. Any insurance or self-insurance maintained by District shall be in excess of the Licensee's insurance and shall not be contributory.

18.7 Licensee hereby grants to District a waiver of any right to subrogation which any insurer of the Licensee may acquire against District by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to

implement this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

18.8 Licensee shall furnish District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by the District before any use under this Agreement commences. However, failure to obtain the required documents prior to the Permitted Activities beginning shall not waive Licensee's obligation to provide them. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

19. No Assignment or Subletting. Licensee may not transfer or assign its rights or obligations under this Agreement and shall not sublicense, permit or suffer any use of the License Area, except with the prior written consent of District, which may be granted in District's sole and absolute discretion. Any assignment shall be documented by an assignment and assumption agreement in a form reasonably acceptable to District.

20. Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) by certified mail, postage prepaid, return receipt requested, or (b) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery or refusal to accept delivery by the intended recipient.

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

To Licensee: Mango Materials
 Attention: Allison Pieja
 [to be inserted]

21. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the Parties and no other person or entity is intended to be a direct or incidental beneficiary of this Agreement and no third party shall have any right in, under or to this Agreement.

22. Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. The article, section and other headings of this Agreement are for convenience of reference only and shall not be construed to affect the meaning of any provision contained herein. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter. The term "person" shall include any individual, partnership, joint

venture, corporation, trust, unincorporated association, any other entity and any government or any department or agency thereof, whether acting in an individual, fiduciary or other capacity. The words “include” and “including” shall in all instances be interpreted as though followed by the words “without limitation.”

23. No Joint Venture. The relationship of the Parties is solely that of Licensee and Licensor with respect to the License Area, and no joint venture, other partnership or agency relationship exists between the Parties. Neither Party has any fiduciary relationship to the other.

24. Waiver. The waiver by one Party of the performance of any covenant, condition or promise under this Agreement shall not invalidate this Agreement, nor shall it be considered a waiver by it of any other covenant, condition or promise under this Agreement. The waiver by either or both Parties of the time for performing any act under this Agreement shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provision in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded

25. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its choice of laws principles.

26. Entire Agreement. This Agreement (including all exhibits) contains all the agreements of the Parties regarding the terms hereof. This Agreement may not be modified except by a written instrument duly executed by the Parties.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

UNION SANITARY DISTRICT

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

District Counsel

MANGO MATERIALS

By: _____
Name: _____
Title: _____

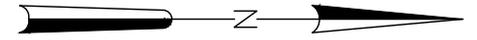
APPROVED AS TO FORM:

Attorney for Mango Materials

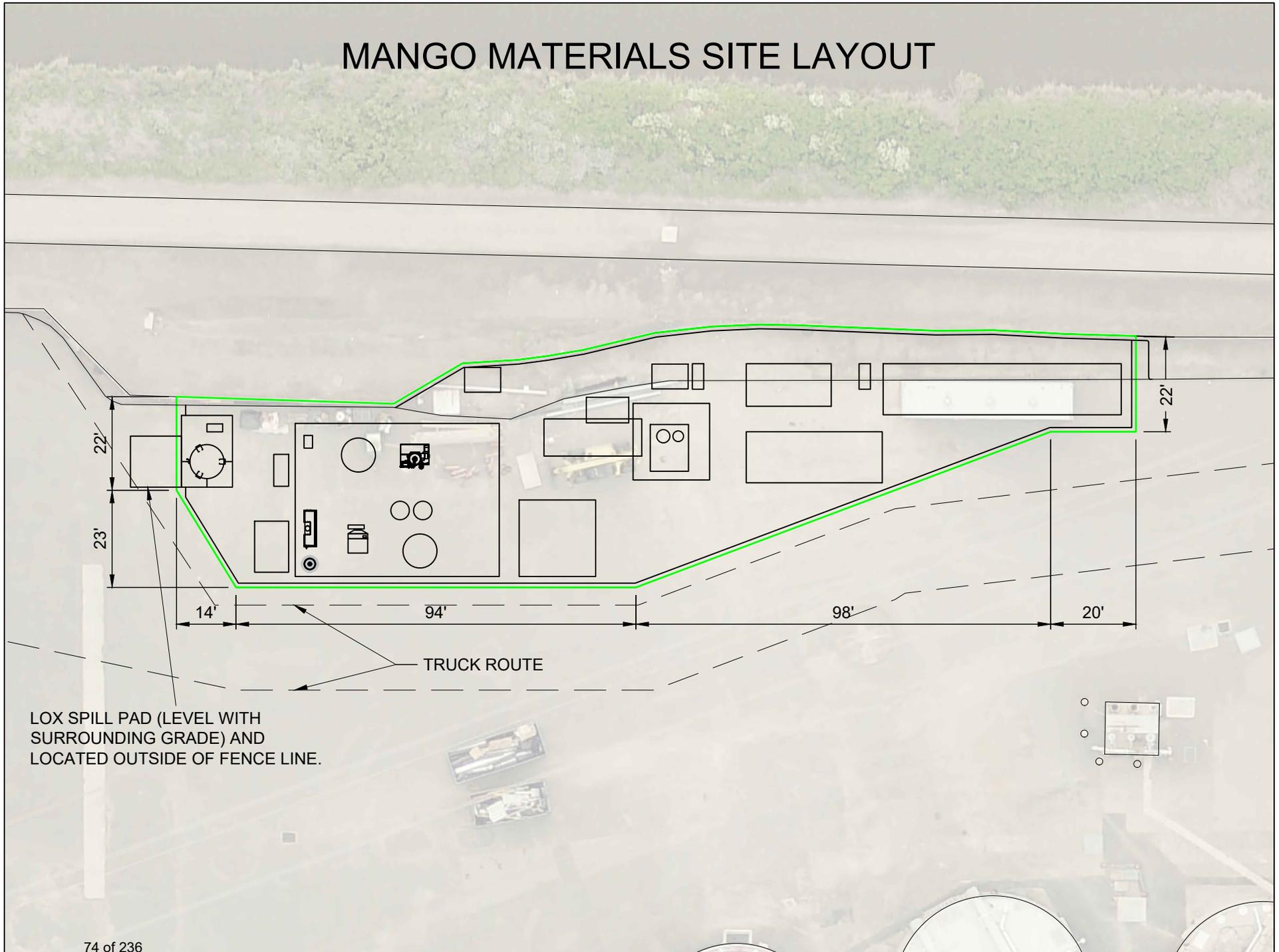
Exhibit A

LICENSE AREA

[attached on following page]



MANGO MATERIALS SITE LAYOUT





Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**OCTOBER 14, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 14**

TITLE: Consider a Resolution to Allow the District to Join the CSAC (California State Association of Counties) Excess Insurance Authority (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Laurie Brenner, Finance & Acquisition Services Coach

Recommendation

Approve a resolution allowing the District to Join the CSAC Excess Insurance Authority for dental and vision insurance.

Previous Board Action

None

Background

In 1979, 29 California counties formed the County Supervisors Association of California dba California State Association of Counties (CSAC) Excess Insurance Authority, a Joint Powers Authority, for the sole purpose of finding cost effective insurance solutions and risk management services for members. Since 1979, membership in the CSAC Excess Insurance Authority has expanded to include 55 of the 58 counties in California. In addition, cities, educational organizations, special districts, housing authorities, and fire districts have joined CSAC Excess Insurance Authority to save costs.

The District provides dental and vision coverage to all it's employees. The District has purchased these plans through two third party insurance brokers, Alliant for Dental, and Dublin Insurance for VSP. District staff explored the option of bringing all plans to one provider for ease of administration and to see if any cost-savings benefits would result.

By bringing our Vision insurance (VSP) to Alliant we can ease the administration of services by having one provider instead of two. In addition, by moving our self-insured Dental Plan and Vision Service plan into the CSAC Excess Insurance Authority we can also save additional District costs in providing these benefits to our employees.

Attachments: Resolution of The Board of Directors of The Union Sanitary District Joining The CSAC Excess Insurance Authority

**UNION SANITARY DISTRICT
RESOLUTION NO. _____**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
UNION SANITARY DISTRICT JOINING THE CSAC EXCESS INSURANCE AUTHORITY**

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, the Union Sanitary District (District) desires to join together with the members of the CSAC Excess Insurance Authority (Authority) for the purpose of jointly funding and/or establishing excess and other insurance programs as determined; and

WHEREAS, the Authority has determined that it is necessary for each member of the Authority to delegate to a person[s] or position[s] authority to act on the member's behalf in matters relating to the member and the Authority.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Union Sanitary District that the Board of Directors does hereby:

1. Approve the Union Sanitary District becoming a member of the CSAC Excess Insurance Authority; and
2. Authorize execution of the CSAC Excess Insurance Authority Joint Powers Agreement, in the form attached hereto (JPA); and
3. Except as to actions that must be approved by the Board of Directors, the General Manager or Human Resources Manager is hereby appointed and authorized to act on behalf of the District in all matters relating to the District and the Authority, including the execution of the JPA and all documents required to implement the District's participation in the Authority.

The foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of Union Sanitary District, Alameda County, California, at a meeting held on the 14th day of October, 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

Jennifer Toy
President, Board of Directors
UNION SANITARY DISTRICT

Attest:

Pat Kite
Secretary, Board of Directors
UNION SANITARY DISTRICT



Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**OCTOBER 14, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 15**

TITLE: Consider a Resolution to Accept a Sanitary Sewer Easement for Tract 8098 – Glass Bay, Located at 8400 Enterprise Drive, in the City of Newark (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Work Group Manager
Rollie Arbolante, Customer Service Team Coach
Rod Schurman, Associate Engineer

Recommendation

Staff recommends the Board consider a resolution to accept a sanitary sewer easement for Tract 8098 – Glass Bay, located at 8400 Enterprise Drive, in the city of Newark.

Previous Board Action

None.

Background

The developer, TH-HW Newark, LLC, is constructing 216 single-family dwellings for Tract 8098, located at 8400 Enterprise Drive, in the city of Newark. A vicinity map is attached.

Sanitary sewer service to the residential development will be provided by new 8-inch mains in the development's public streets and roadways, that discharge to an existing 36-inch trunk sewer in Willow Street. The roadways of the development do not meet the City of Newark's street dimensions and structure setback requirements for public streets and were, therefore, designated as private. TH-HW Newark, LLC, has constructed the new 8-inch sewer mains and has

granted the District sanitary sewer easements that provide for access, maintenance, and service of the new sewer mains in the private roadways of the development.

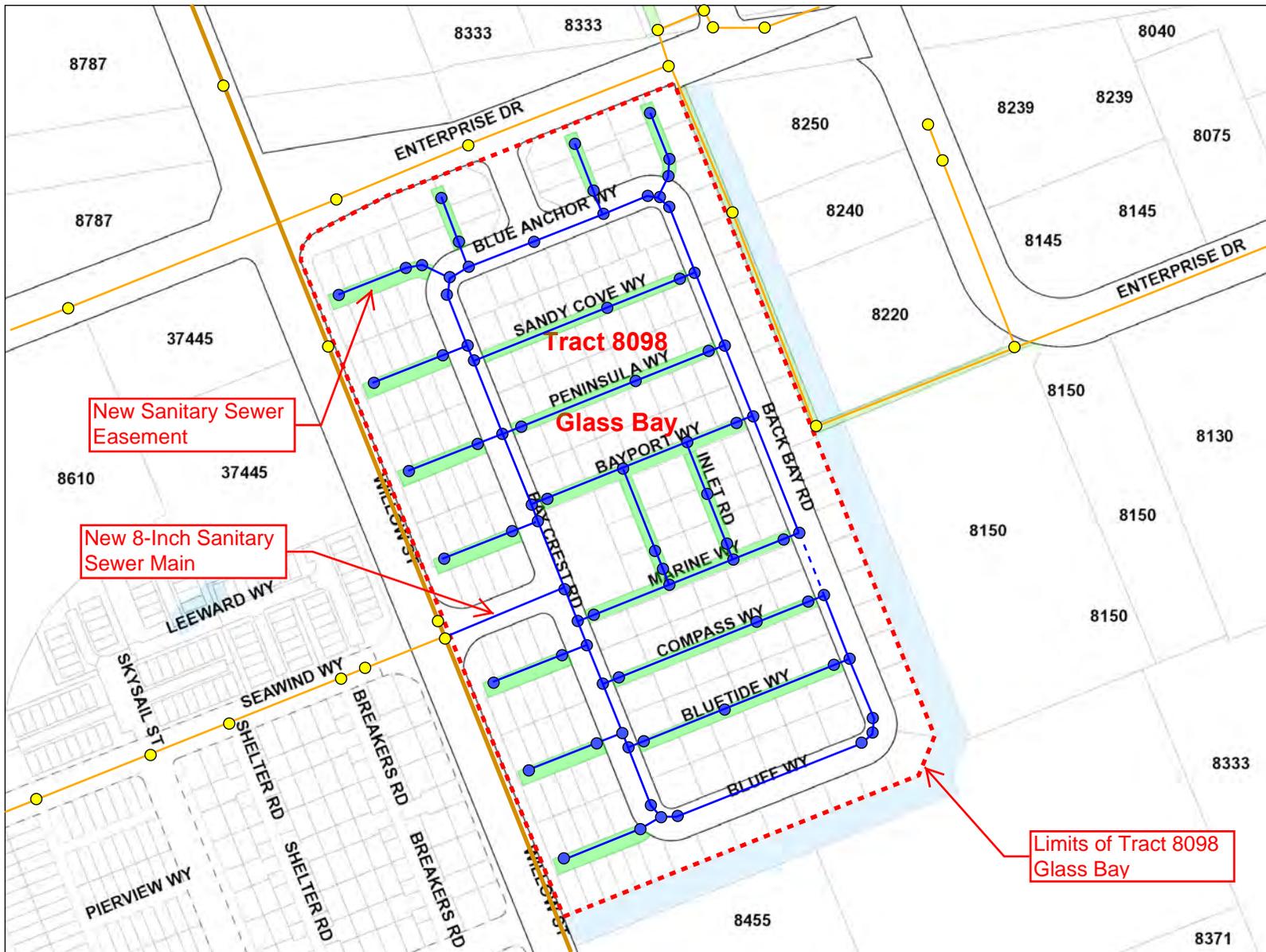
District staff has reviewed the legal description and plat map of the easement, as well as the Grant of Easement, and recommends approval.

PRE/SEG/RA/RS:mb

Attachments: Vicinity Map
Resolution
Recording Request with Certificate of Acceptance
Grant of Easement with Exhibits A and B



Vicinity Map: Grant of SSE, TR 8098 - Glass Bay



Legend

Sewer Manholes

- Drop manhole
- End Cap
- Junction structure
- Lamp hole
- Lift station
- Manhole
- New Manhole
- Riser

Sewer Mains

- New Gravity Main
- EBDA outfall
- Forcemain
- Gravity main
- Overflow main
- Siphons
- Trunk Main

Railroad / BART

- <all other values>
- BART

- Public Right of Way
- Private Right of Way

Sewer Easements

- <all other values>
- Alameda Cnty Flood Cntrl

266.7 0 133.33 266.7 Feet



1: 3,200



Printed: 9/26/2016 8:23 AM

For USD use only

The information on this map is provided by Union Sanitary District (USD) for internal use only. Such information is derived from multiple sources which may not be current, be outside the control of USD, and may be of indeterminate accuracy. The information provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at their own risk.

Notes

RESOLUTION NO. _____

**ACCEPT A SANITARY SEWER EASEMENT FOR
TRACT 8098 – GLASS BAY, LOCATED AT 8400 ENTERPRISE DRIVE IN THE
CITY OF NEWARK, CALIFORNIA**

RESOLVED by the Board of Directors of UNION SANITARY DISTRICT, that it hereby accepts the Grant of Easement from TH-HW NEWARK, LLC, executed on November 8, 2016, as described in the Grant of Easement for Sanitary Sewer Purposes and by the legal description and plat map, attached Exhibit A and Exhibit B, respectively.

FURTHER RESOLVED by the Board of Directors of UNION SANITARY DISTRICT that it hereby authorizes the General Manager/District Engineer, or his designee, to attend to the recordation thereof.

On motion duly made and seconded, this resolution was adopted by the following vote on October 14, 2019:

AYES:

NOES:

ABSENT:

ABSTAIN:

JENNIFER TOY
President, Board of Directors
Union Sanitary District

Attest:

PAT KITE
Secretary, Board of Directors
Union Sanitary District

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
Union Sanitary District
Attn: Regina McEvoy
5072 Benson Road
Union City, CA 94587

Record Without Fee
*Pursuant to Government Code
Section 27383*

Space Above Reserved for Recorder's Use Only

Documentary Transfer Tax \$0.00, consideration less than \$100 (R&T Code 11911)
This instrument is exempt from recording fees (Govt. Code 27383)

GRANT OF EASEMENT

BY AND BETWEEN

TH-HW NEWARK, LLC

AND

UNION SANITARY DISTRICT

Effective Date: October 14, 2019

GRANT OF EASEMENT

FOR SANITARY SEWER PURPOSES

THIS INDENTURE, made this 8th day of November 2016, by and between TH-HW NEWARK, LLC., the Party/~~Parties~~ of the First Part, and UNION SANITARY DISTRICT, the Party of the Second Part,

WITNESSETH:

That said Party/~~Parties~~ of the First Part does hereby grant to the Party of the Second Part and to its successors and assigns forever, for the use and purposes herein stated, the rights of way and easements hereinafter described, located in the city of Newark, county of Alameda, state of California:

See Exhibit "A" and Exhibit "B"

together with the right and privilege of constructing, reconstructing, cleaning, repairing and maintaining at any time, a sanitary sewer and appurtenances along, upon, over, in, through and across the above described property; together with free ingress and egress to and for the said Party of the Second Part, its successors and assigns, its agents and employees, workmen, contractors, equipment, vehicles and tools, along, upon, over, in, through and across said right of way; together with the right of access by its successors and assigns, its agents and employees, workmen, contractors, equipment, vehicles and tools to said right of way from the nearest public street, over and across the adjoining property, if such there be; otherwise by such route or routes across said adjoining property as shall occasion the least practicable damage and inconvenience to the Party/~~Parties~~ of the First Part, for constructing, cleaning, repairing and maintaining said sanitary sewer and appurtenances; together with free ingress and egress over the land immediately adjoining for maintenance, repair and replacement as well as the initial construction of said sewer.

IN WITNESS WHEREOF the said Party/~~Parties~~ of the First Part have executed this indenture the day and year first above written.



Signature

By:

Gregg A. Nelson Manager

(Print or type name and title of signatory)

TH-HW Newark LLC

(Notarize)

CALIFORNIA ALL-PURPOSE NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA) SS

COUNTY OF CONTRA COSTA)

On November 8, 2016 before me, Laura A. O'Brien, Notary Public, personally appeared Gregg A. Nelson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Laura A. O'Brien

(Seal)

NOVEMBER 15, 2016
JOB NO. 1934-000

**EXHIBIT A
LEGAL DESCRIPTION
SANITARY SEWER EASEMENT**

REAL PROPERTY, SITUATE IN THE CITY OF NEWARK, ALAMEDA COUNTY,
CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF THE SANITARY SEWER EASEMENTS (SSE), AS SAID EASEMENTS ARE
SHOWN AND SO DESIGNATED ON THE SUBDIVISION MAP ENTITLED "TRACT 8098",
RECORDED 12-21-2016, FILED IN BOOK 345 OF MAPS, AT PAGE 5 -
29, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

CONTAINING 90,412 SQUARE FEET OF LAND, MORE OR LESS.

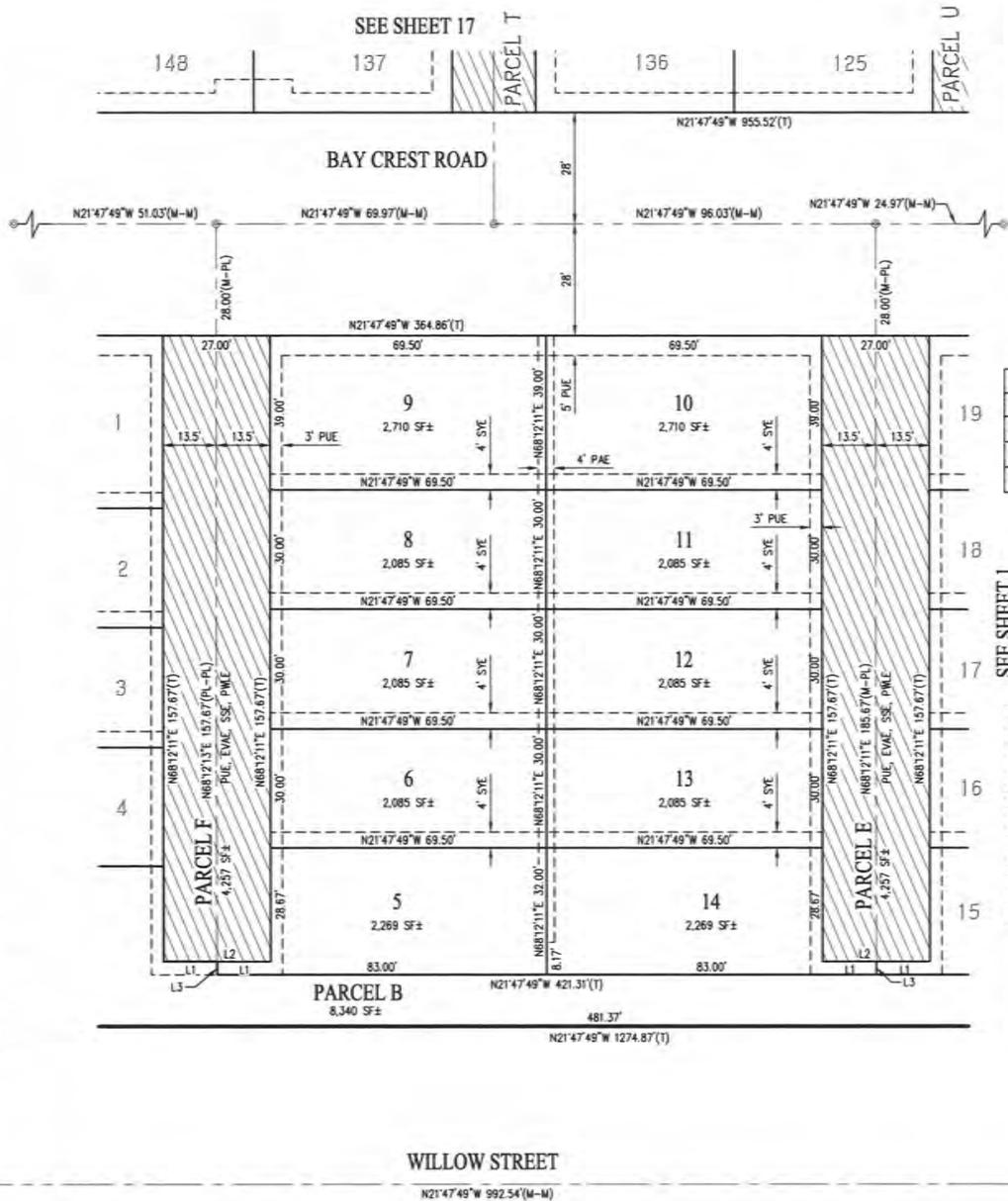
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



[Handwritten signature]

MARK H. WEHBER, P.L.S.
L.S. NO. 7960



LINE TABLE		
NO	BEARING	LENGTH
L1	N21°47'49"W	13.50'
L2	N21°47'49"W	27.00'
L3	N68°12'11"E	3.33'

EXHIBIT B

PLAT MAP OF SANITARY SEWER EASEMENT GRANTED TO
UNION SANITARY DISTRICT
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 20' NOVEMBER 2016

GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE ON WILLOW STREET TAKEN AS NORTH 21°47'49" WEST AS SHOWN ON TRACT 8085 (339 PM 76). THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD 83). DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

- LEGEND**
- SUBDIVISION BOUNDARY LINE
 - RIGHT OF WAY LINE
 - LOT LINE
 - CENTERLINE
 - EASEMENT LINE
 - MONUMENT LINE
 - RADIAL
 - MONUMENT TO MONUMENT
 - MONUMENT TO PROPERTY LINE
 - MONUMENT TO CENTERLINE
 - PROPERTY LINE TO PROPERTY LINE
 - TOTAL
 - FOUND STANDARD STREET MONUMENT
 - SET STANDARD STREET MONUMENT
 - SET 5/8" REBAR AND CAP, LS 7960
 - EMERGENCY VEHICLE ACCESS EASEMENT
 - PRIVATE ACCESS EASEMENT
 - PRIVATE STORM DRAIN EASEMENT
 - PUBLIC UTILITY EASEMENT
 - SANITARY SEWER EASEMENT
 - SIDEYARD EASEMENT
 - PRIVATE WATER LINE EASEMENT
 - SANITARY SEWER EASEMENT AREA

- REFERENCES:**
- (#) INDICATES REFERENCE NUMBER
 - (1) PARCEL MAP 5019 (172 PM 32)
 - (2) PARCEL MAP 5585 (187 PM 43)
 - (3) PARCEL MAP 1317 (83 PM 8)
 - (4) DEED (2013-380726)
 - (5) PARCEL MAP 3834 (137 PM 58)
 - (6) PARCEL MAP 7087 (232 PM 23)
 - (7) PARCEL MAP 1130 (105 PM 92)
 - (8) RECORD OF SURVEY NO 640 (11 RS 81)
 - (9) PARCEL MAP 7505 (252 PM 81)
 - (10) MAP OF THE TOWN OF NEWARK (17 M 10)
 - (11) TRACT 8085 (339 M 76)

Original map may be found at USD, 5072 Benson Road, Union City, CA 94587

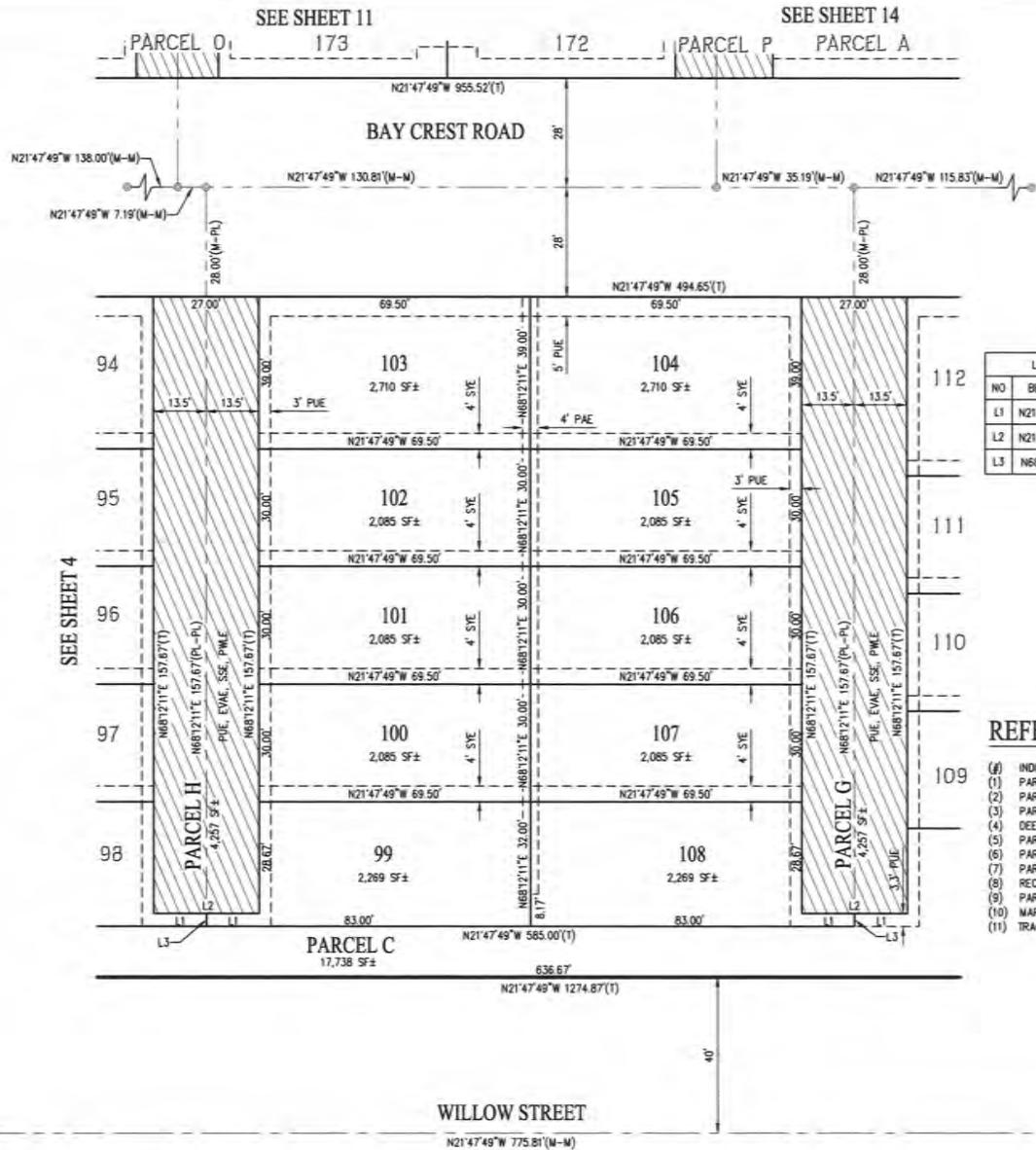


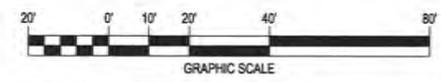
EXHIBIT B

PLAT MAP OF SANITARY SEWER EASEMENT GRANTED TO UNION SANITARY DISTRICT CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 20' NOVEMBER 2016



BASIS OF BEARINGS:

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LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
	RADIAL
	MONUMENT TO MONUMENT
	MONUMENT TO PROPERTY LINE
	MONUMENT TO CENTERLINE
	PROPERTY LINE TO PROPERTY LINE
	TOTAL
	FOUND STANDARD STREET MONUMENT
	SET STANDARD STREET MONUMENT
	SET 5/8" REBAR AND CAP, LS 7960
	EMERGENCY VEHICLE ACCESS EASEMENT
	PRIVATE ACCESS EASEMENT
	PRIVATE STORM DRAIN EASEMENT
	PUBLIC UTILITY EASEMENT
	SANITARY SEWER EASEMENT
	SIDEYARD EASEMENT
	PRIVATE WATER LINE EASEMENT
	SANITARY SEWER EASEMENT AREA

LINE TABLE		
NO	BEARING	LENGTH
L1	N21°47'49"W	13.50'
L2	N21°47'49"W	27.00'
L3	N68°12'11"E	3.33'

REFERENCES:

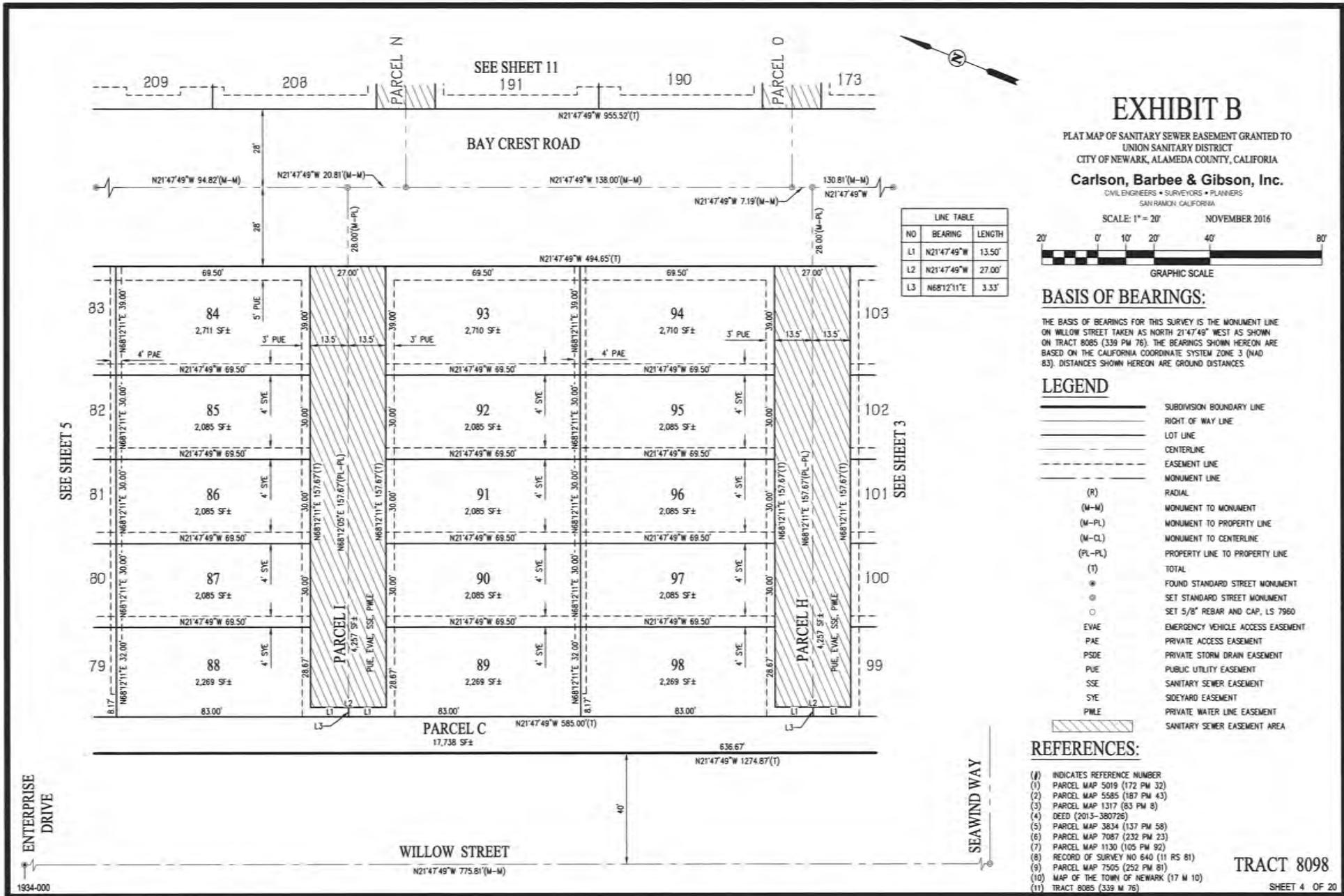
- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 5018 (172 PM 32)
- (2) PARCEL MAP 5585 (187 PM 43)
- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-380726)
- (5) PARCEL MAP 3854 (137 PM 58)
- (6) PARCEL MAP 7087 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 92)
- (8) RECORD OF SURVEY NO 640 (11 RS 81)
- (9) PARCEL MAP 7505 (252 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 76)

1934-000

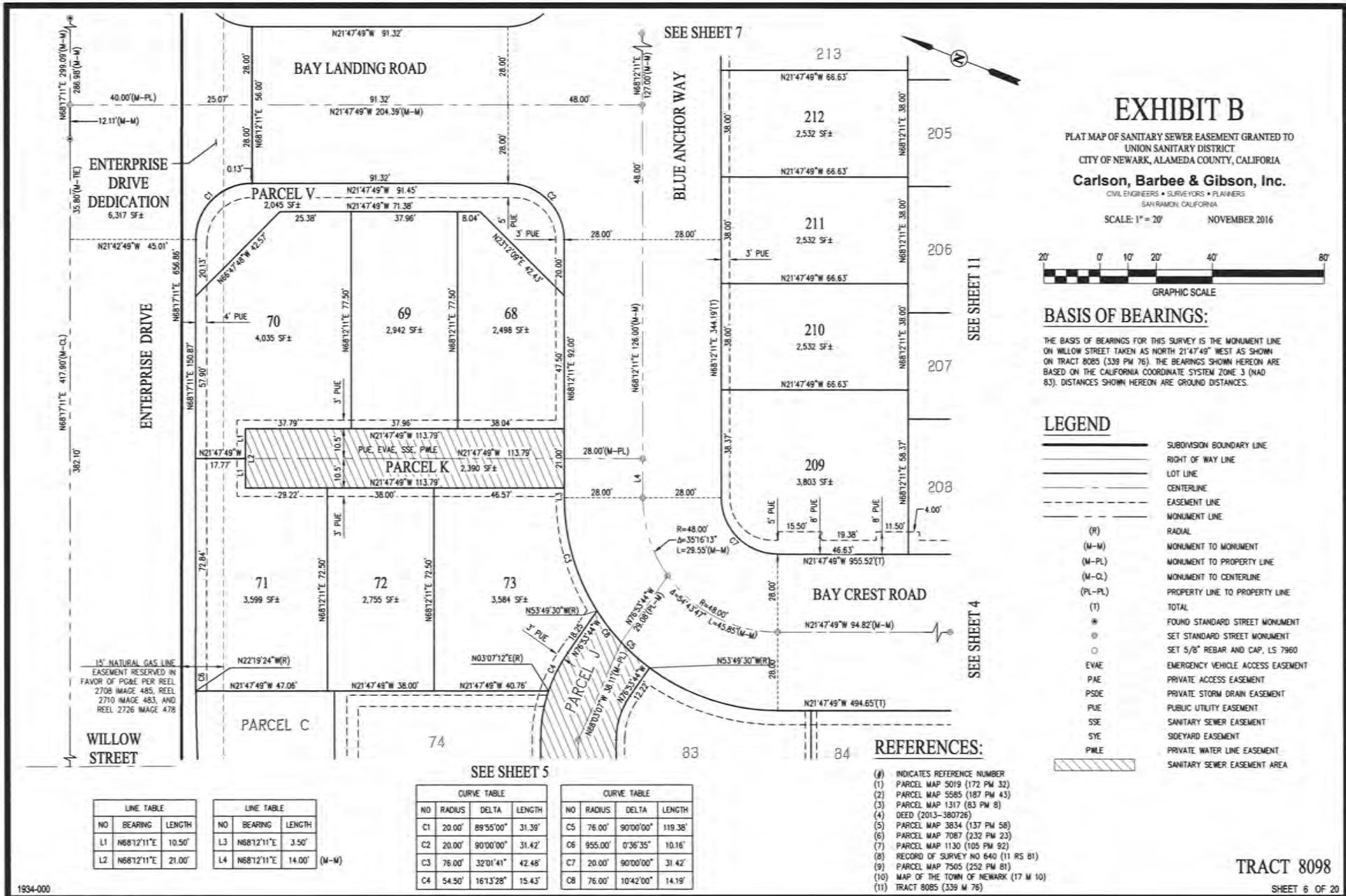
TRACT 8098

SHEET 3 OF 20

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ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

EXHIBIT B

PLAT MAP OF SANITARY SEWER EASEMENT GRANTED TO UNION SANITARY DISTRICT CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 20' NOVEMBER 2016



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LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- MONUMENT LINE
- RADIAL
- (R) MONUMENT TO MONUMENT
- (M-M) MONUMENT TO PROPERTY LINE
- (M-PL) MONUMENT TO CENTERLINE
- (PL-PL) PROPERTY LINE TO PROPERTY LINE
- (T) TOTAL
- * FOUND STANDARD STREET MONUMENT
- SET STANDARD STREET MONUMENT
- SET 5/8" REBAR AND CAP, LS 7960
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SSE SANITARY SEWER EASEMENT
- SYE SIDERYARD EASEMENT
- WLE PRIVATE WATER LINE EASEMENT
- SSE SANITARY SEWER EASEMENT AREA

REFERENCES:

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- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-380726)
- (5) PARCEL MAP 3834 (137 PM 58)
- (6) PARCEL MAP 7087 (232 PM 23)
- (7) PARCEL MAP 1136 (05 PM 92)
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- (9) PARCEL MAP 7505 (252 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 76)

NO	BEARING	LENGTH
L1	N21°47'36"W	5.02'
L2	N68°17'23"E	17.55'
L3	N21°47'49"W	17.20'
L4	N68°12'11"E	21.00'
L5	N68°12'11"E	10.50'
L6	N68°12'11"E	4.69'
L7	N22°38'55"E	33.65' (M-M)
L8	N22°38'55"E	27.91' (M-PL)
L9	N22°38'55"E	5.74' (M-PL)
L10	N68°12'11"E	10.50'
L11	N22°38'55"E	6.10'
L12	N22°38'55"E	6.85'
L13	N21°47'42"W	3.50'
L14	N21°48'11"W	3.50'

NO	RADIUS	DELTA	LENGTH
C1	500.00'	4°58'07"	43.36'
C2	495.00'	4°59'59"	43.19'
C3	45.50'	111°6'44"	8.96'
C4	45.50'	33°10'00"	26.34'
C5	76.00'	26°52'06"	35.64'
C6	76.00'	12°46'36"	16.95'
C7	24.50'	44°26'44"	19.01'
C8	76.00'	15°53'33"	21.08'
C9	76.00'	34°27'44"	45.71'
C10	20.00'	90°00'00"	31.42'
C11	35.00'	44°26'43"	27.15' (M-M)
C12	48.00'	41°15'02"	34.56' (M-M)
C13	48.00'	48°44'58"	40.84' (M-M)
C14	45.50'	44°26'44"	35.30'
C15	76.00'	7°55'36"	10.51'

ENTERPRISE DRIVE

BLUE ANCHOR WAY

BACK BAY ROAD

SEE SHEET 9

SEE SHEET 7

TRACT 8098

SHEET 8 OF 20

1934-000

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ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT



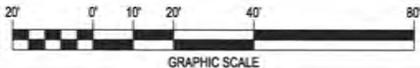
EXHIBIT B

PLAT MAP OF SANITARY SEWER EASEMENT GRANTED TO
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CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 20' NOVEMBER 2016

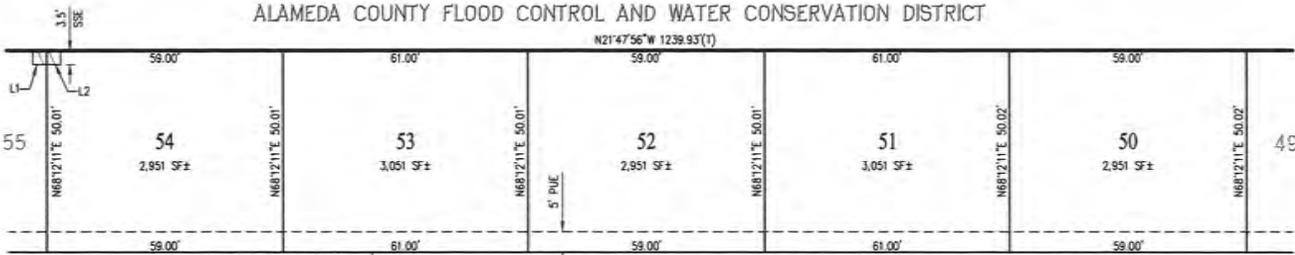


BASIS OF BEARINGS:

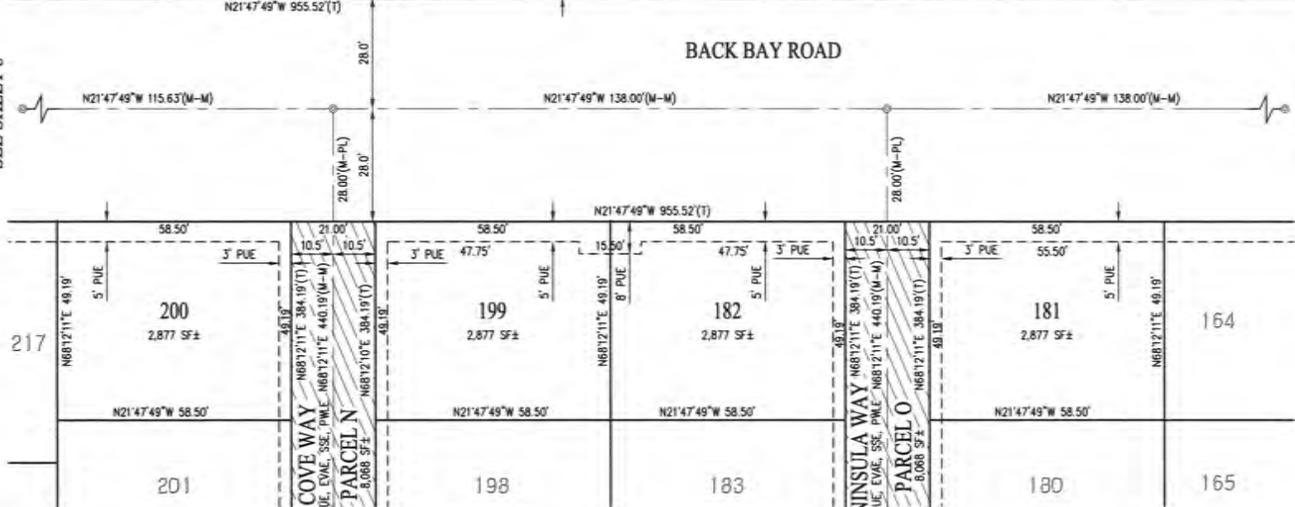
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LEGEND

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	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
	RADIAL
	MONUMENT TO MONUMENT
	MONUMENT TO PROPERTY LINE
	MONUMENT TO CENTERLINE
	PROPERTY LINE TO PROPERTY LINE
	TOTAL
	FOUND STANDARD STREET MONUMENT
	SET STANDARD STREET MONUMENT
	SET 5/8" REBAR AND CAP, LS 7960
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	PUBLIC UTILITY EASEMENT
	SANITARY SEWER EASEMENT
	SIDEYARD EASEMENT
	PRIVATE WATER LINE EASEMENT
	SANITARY SEWER EASEMENT AREA



BACK BAY ROAD



SEE SHEET 10

LINE TABLE		
NO	BEARING	LENGTH
L1	N21°47'42"W	3.50'
L2	N21°47'42"W	3.50'

REFERENCES:

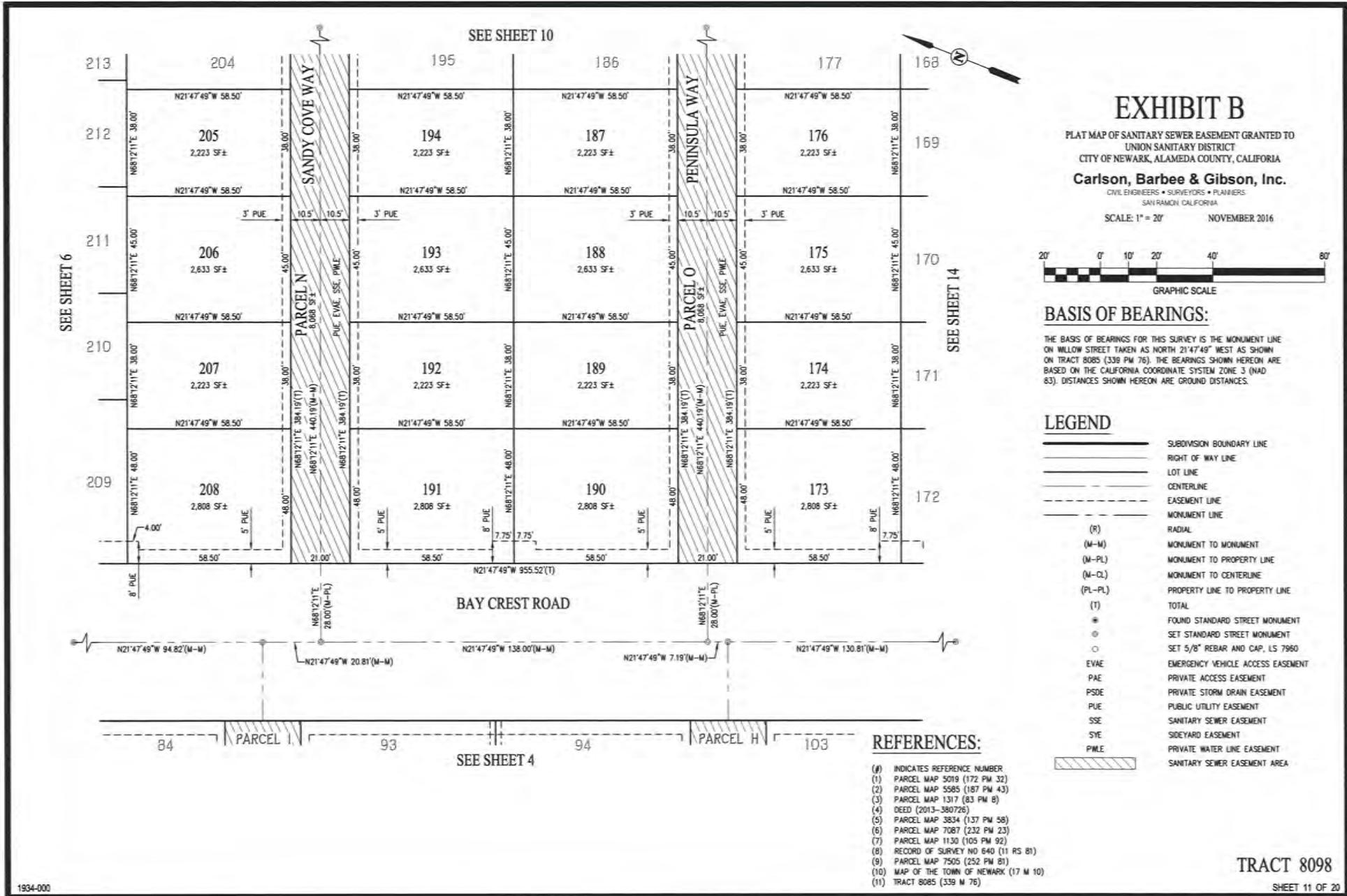
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- (7) PARCEL MAP 1130 (105 PM 92)
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- (11) TRACT 8085 (339 M 76)

1934-000

TRACT 8098

SHEET 9 OF 20

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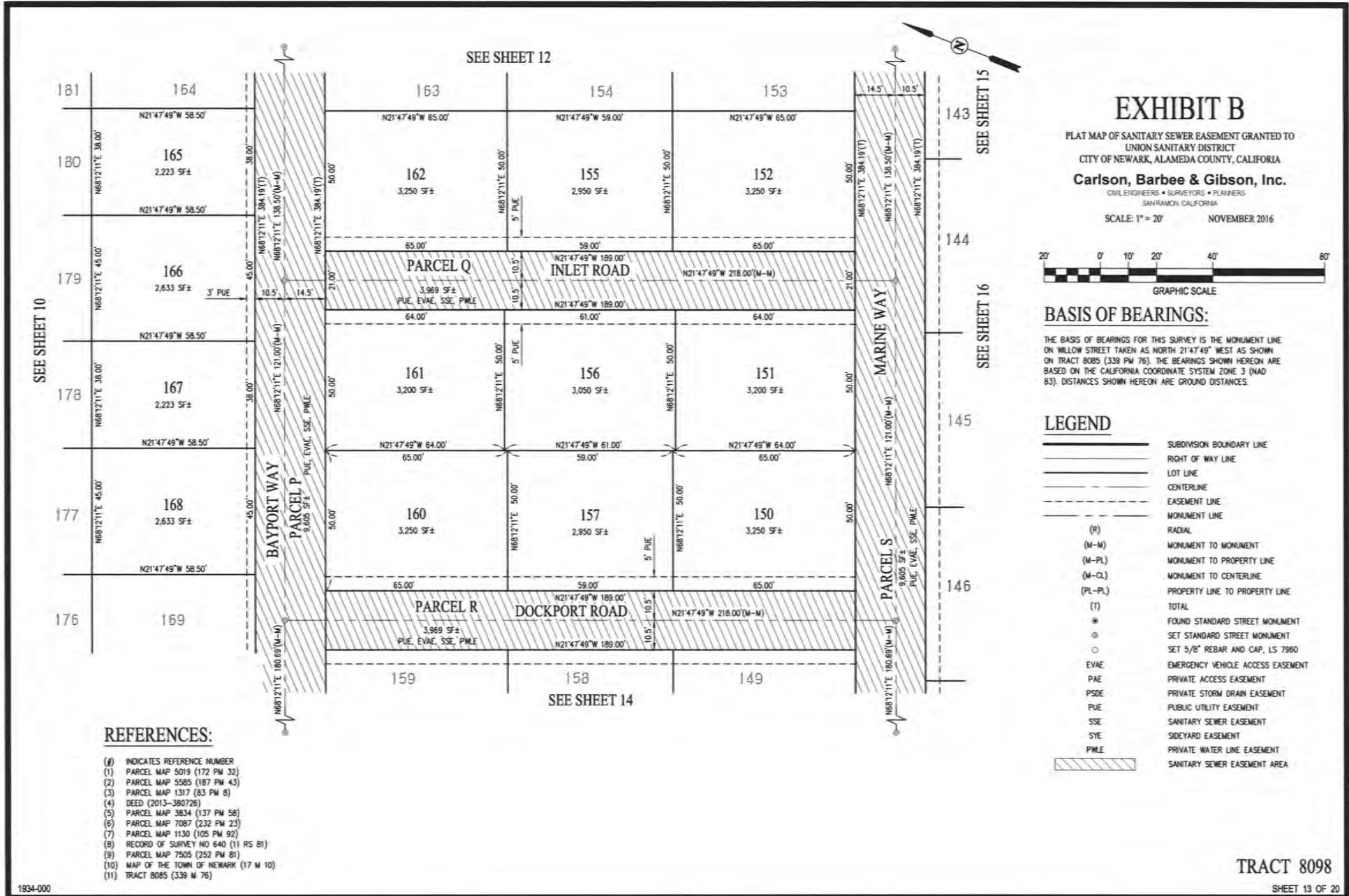
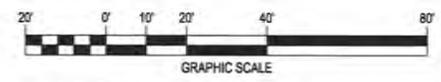


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CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN FRANCISCO, CALIFORNIA

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LEGEND

- | | |
|--|--|
| | SUBDIVISION BOUNDARY LINE |
| | RIGHT OF WAY LINE |
| | LOT LINE |
| | CENTERLINE |
| | EASEMENT LINE |
| | MONUMENT LINE |
| | (R) RADIAL |
| | (M-M) MONUMENT TO MONUMENT |
| | (M-PL) MONUMENT TO PROPERTY LINE |
| | (M-C) MONUMENT TO CENTERLINE |
| | (PL-PL) PROPERTY LINE TO PROPERTY LINE |
| | (T) TOTAL |
| | ● FOUND STANDARD STREET MONUMENT |
| | ○ SET STANDARD STREET MONUMENT |
| | ○ SET 5/8" REBAR AND CAP, LS 7960 |
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| | PAE PRIVATE ACCESS EASEMENT |
| | PSDE PRIVATE STORM DRAIN EASEMENT |
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| | SSE SANITARY SEWER EASEMENT |
| | SYE SIDEYARD EASEMENT |
| | PWLE PRIVATE WATER LINE EASEMENT |
| | SANITARY SEWER EASEMENT AREA |

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- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-360726)
- (5) PARCEL MAP 3834 (137 PM 56)
- (6) PARCEL MAP 7087 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 92)
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TRACT 8098

SHEET 13 OF 20

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ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT



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SAN RAMON, CALIFORNIA

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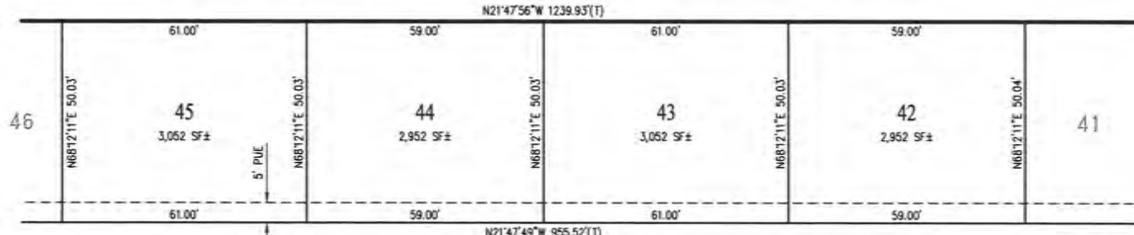


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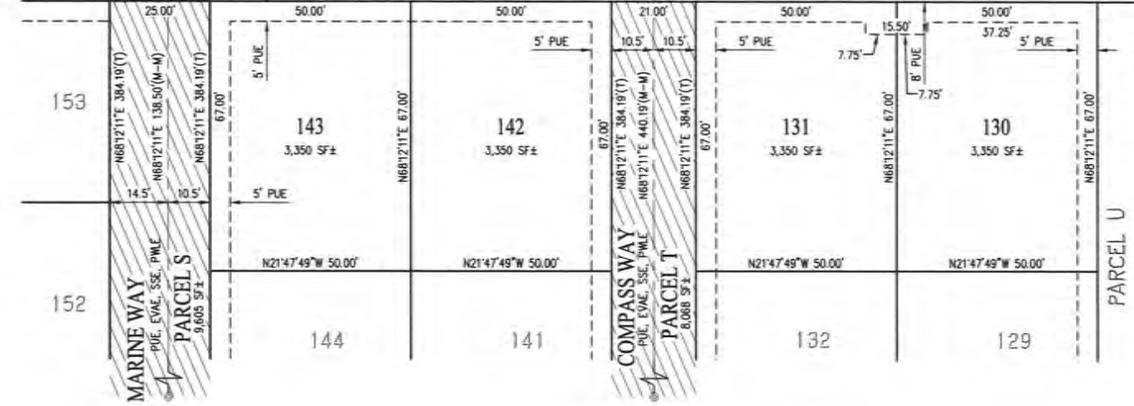
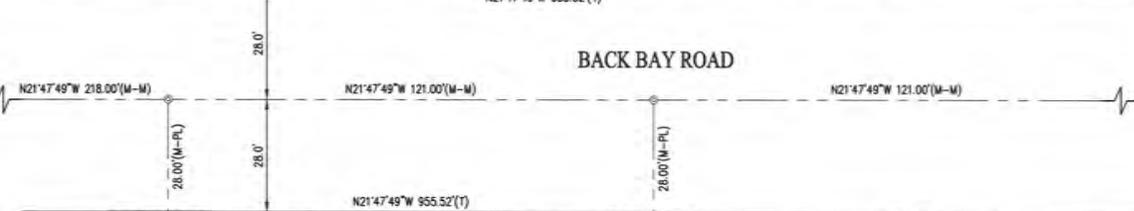
	SUBDIVISION BOUNDARY LINE
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(PL-PL)	PROPERTY LINE TO PROPERTY LINE
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PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SYE	SIDEYARD EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT
	SANITARY SEWER EASEMENT AREA



SEE SHEET 12

SEE SHEET 18

BACK BAY ROAD



SEE SHEET 16

REFERENCES:

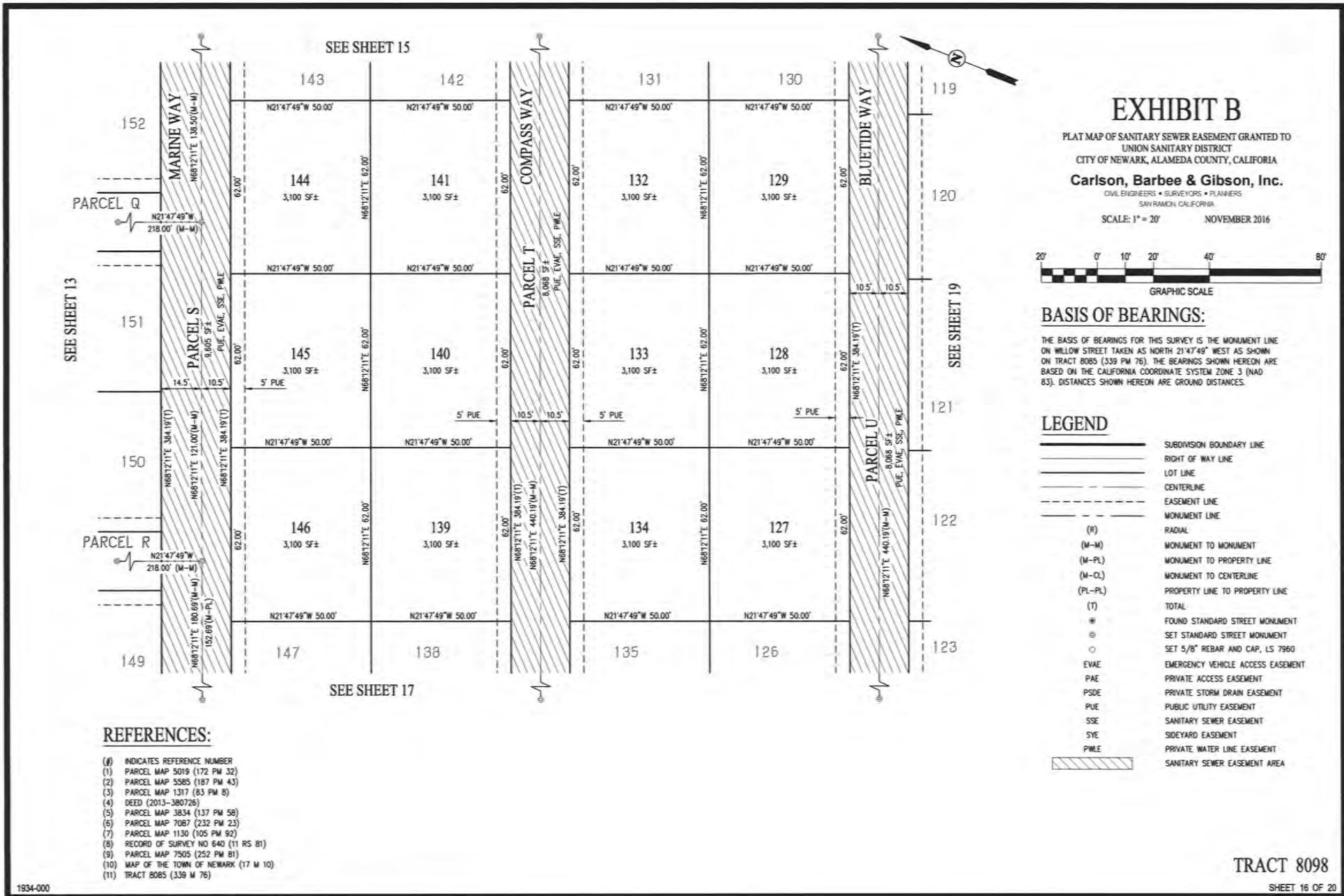
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TRACT 8098

SHEET 15 OF 20

1934-000

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SEE SHEET 16



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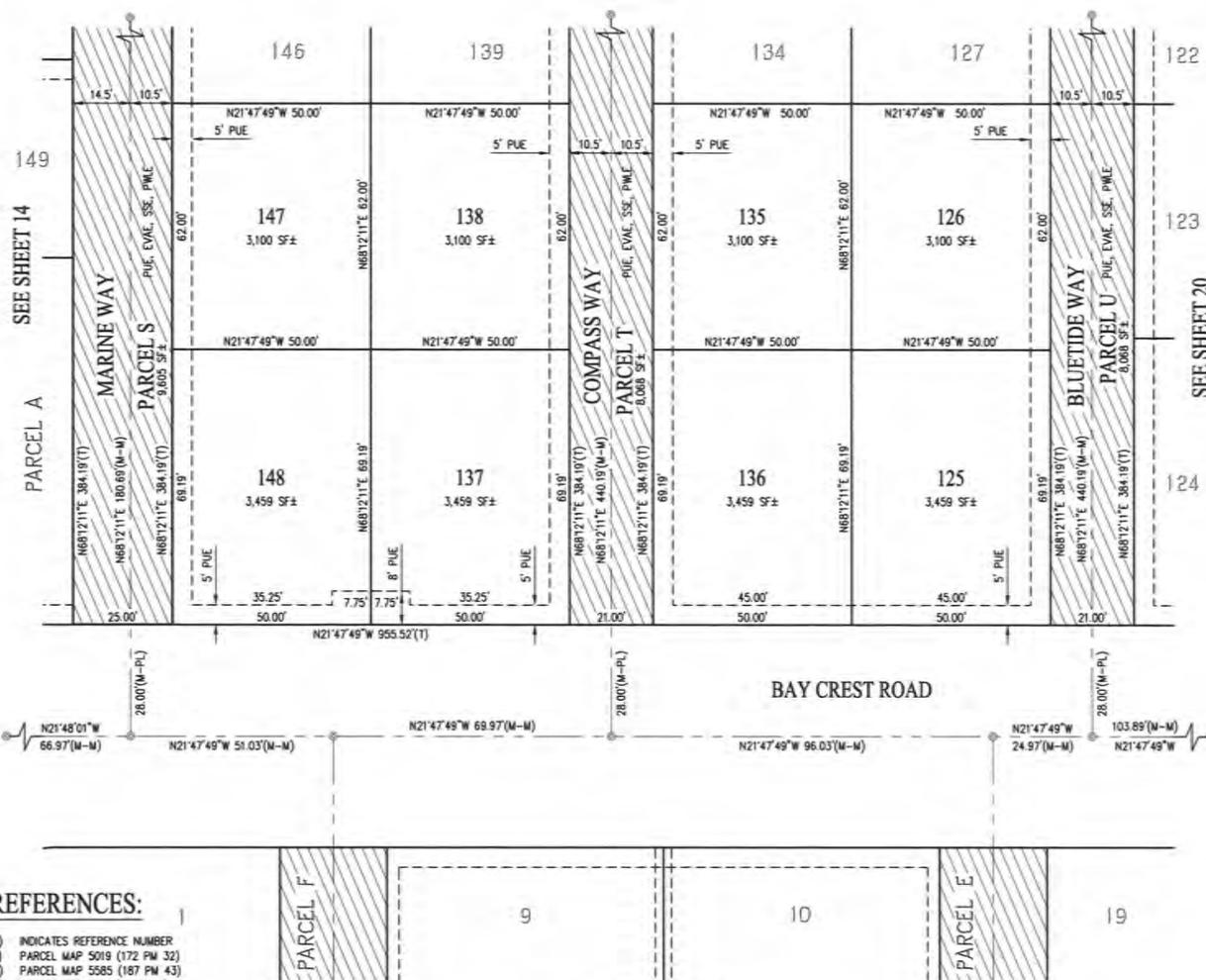


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	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
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- (11) TRACT 8085 (339 M 76)

SEE SHEET 2

TRACT 8098

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ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT



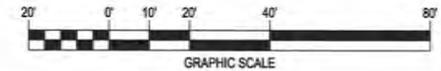
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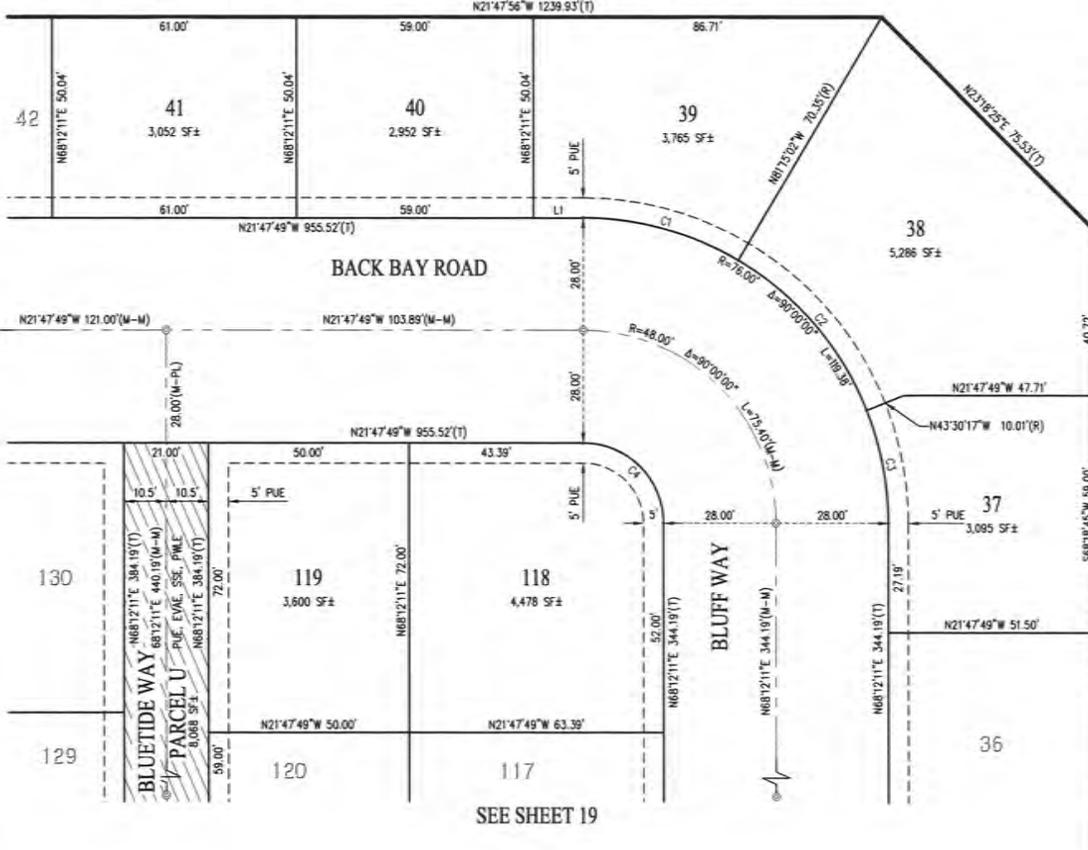
LEGEND

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	CENTERLINE
	EASEMENT LINE
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SSE	SANITARY SEWER EASEMENT
SYE	SIDEYARD EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT
	SANITARY SEWER EASEMENT AREA

LINE TABLE		
NO	BEARING	LENGTH
L1	N21°47'49"W	12.32'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	76.00'	30°32'47"	40.52'
C2	76.00'	37°44'46"	50.07'
C3	76.00'	21°42'27"	28.79'
C4	20.00'	90°00'00"	31.42'

ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT



SEE SHEET 15

SEE SHEET 19

REFERENCES:

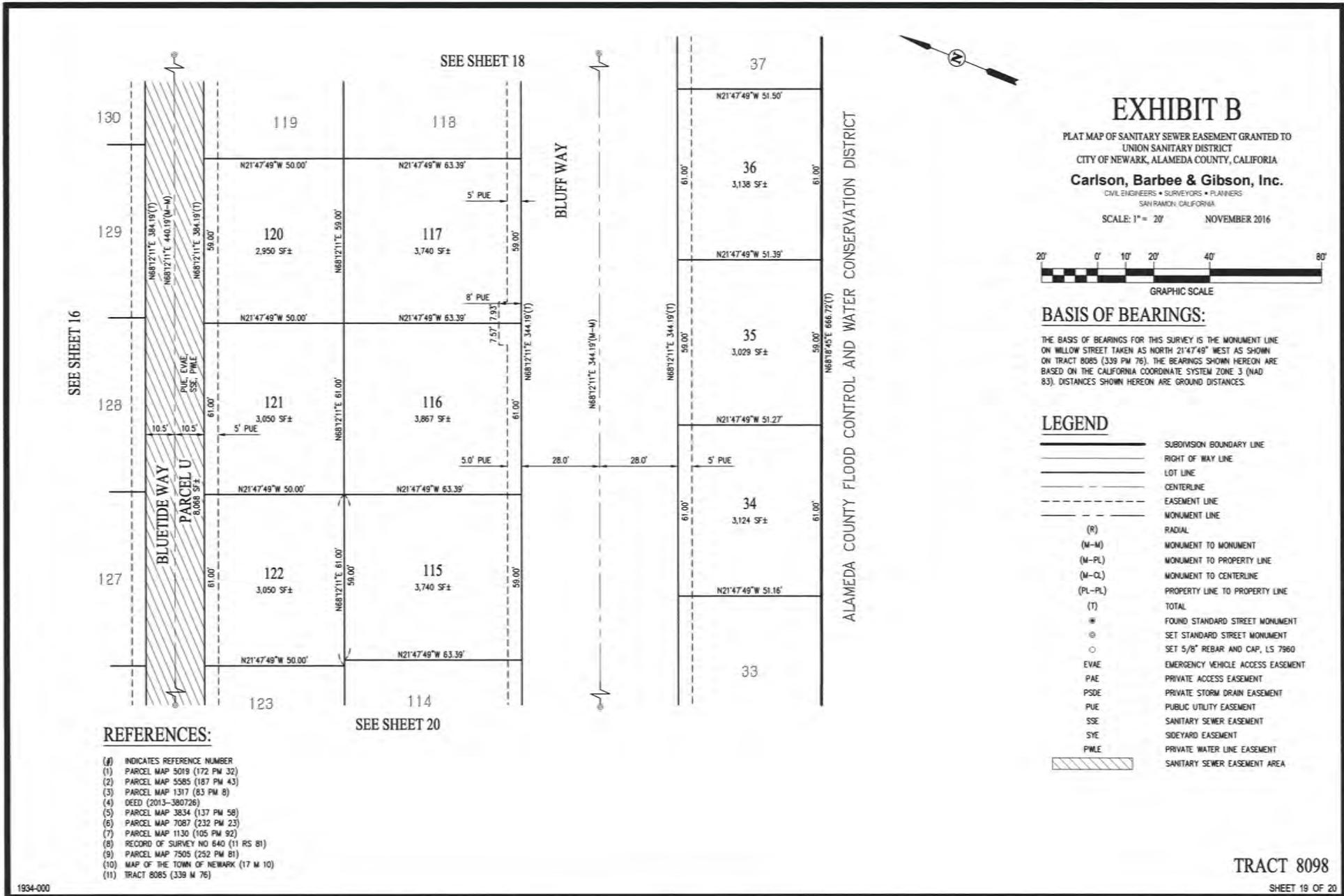
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TRACT 8098

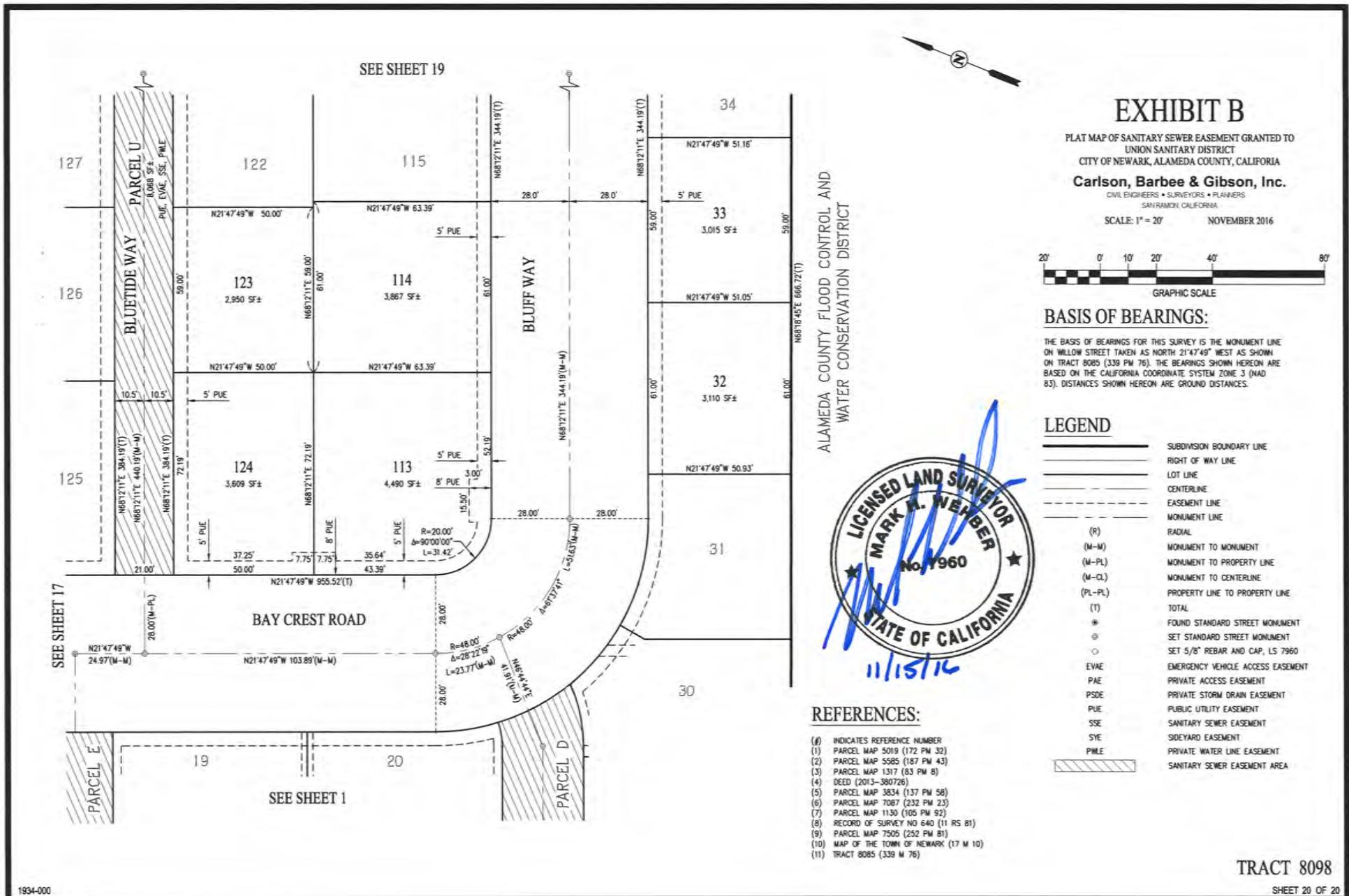
SHEET 18 OF 20

1934-000

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Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**OCTOBER 14, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 16**

TITLE: Award the Construction Contract for the Alvarado Influent Pump Station Improvements Project to Kiewit Infrastructure West Co. *(This is a Motion Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Work Group Manager
Raymond Chau, CIP Team Coach
Thomas Lam, Associate Engineer

Recommendation

Staff recommends the Board award the construction contract for the Alvarado Influent Pump Station Improvements Project (Project) to Kiewit Infrastructure West Co. (Kiewit) in the amount of \$8,890,660.

Previous Board Action

August 27, 2018, the Board authorized the General Manager to execute Task Order No. 2 with Carollo Engineers, Inc. (Carollo) in the amount of \$478,499 to provide design services for the Project.

Background

The Alvarado Influent Pump Station (AIPS), originally constructed in 1985, is located within the Alvarado Wastewater Treatment Plant (Plant) and transports wastewater from the Alvarado drainage basin to the Headworks through a force main that is separate from the District's other two pump stations, Newark and Irvington. Refer to the Site Plan in Figure 1.

In 2000, the District replaced the original wastewater pumps, variable frequency drives (VFDs), and 480-volt power distribution switchboard with new equipment. The pumps, VFDs, and

switchboard are approaching the end of their useful service life. The pump maintenance activities have become more frequent and the equipment replacement parts more difficult and expensive to purchase. To maintain the reliable pumping capacity of the AIPS, staff determined the need to replace the equipment.

The 2018 Plant Asset Condition Assessment Update Study recommended, and staff identified, the replacement of other equipment and improvements at the AIPS that have reached or are near the end of their useful lives, such as gate valves, fans, sump pumps, gas detectors, electric panels, and a transformer.

In addition, the 2017 Seismic Vulnerability Assessment Study evaluated the concrete structure of the AIPS and recommended strengthening the connections between the precast roof panels, between the above-grade precast walls and the roof, and between the above-grade precast walls and the below-grade cast-in-place walls. The strengthening of these connections will increase the rigidity of the roof and allow the seismic loads transfer from the above-grade structure to the below-grade cast-in-place walls.

The current Capital Improvement Program includes a project budget of \$8.4 million in fiscal years 2020 and 2021 to replace the pumps, piping, VFDs, switchboard, and roofing and to seismically retrofit the pump station building structure. Staff estimated that including the other improvements in the Project would exceed this budget. As a result, staff included in the Capital Improvement Program a project budget of \$3.9 million in fiscal years 2023 and 2024 for Phase 2 of the Project to construct the other improvements. However, staff decided to include all the improvements in the current Project’s design and list them as bid alternates in the bid documents to see if their bids are reasonable and if there is an opportunity to add some of them as part of this phase of the Project.

Scope of Work

Carollo completed the design in June 2019. The Project includes the following improvements:

Bid Item	Scope
Base Bid	<ul style="list-style-type: none"> • Replacement of the five wastewater pumps, associated piping, valves, actuators, and VFDs. • Replacement of the 480-volt power distribution switchboard. • Demolition of 18-inch surge relief valve and associated piping, air compressors, air dryer, air receiver, and control panels. • Installation of air relief valve at Flow Meter Pit No.1. • Seismic retrofits to the AIPS structure and interior platforms. • Replacement of the AIPS roof membrane. • Concrete repairs and coating removal and replacement within the AIPS wet wells.
Bid Alternate A	Builder’s Risk Insurance

Bid Alternate B	Replacement of the AIPS Head Gate.
Bid Alternate C	Replacement of the AIPS Diversion Gate Stem, Hydraulic Cylinder and Hydraulic Power Unit; Bar Screen Channel Gates; and Wet Well Isolation Gate.
Bid Alternate D	Replacement of the AIPS Scrubber Fan, Wet Well Supply Fan, Roof Exhaust Fan, and Dry Well Supply Fan.
Bid Alternate E	Replacement of the AIPS Influent Channel Level Sensor, Wet Well Level Sensors, Gas Detectors and control panels, Wet Well room and outdoor lighting with LED, and sump pumps and control panel.
Bid Alternate F	<ul style="list-style-type: none"> • Recoating the exterior of the 42-inch Header in the AIPS. • Removal of the interior AIPS wall coating. • Removal of an out-of-service hydropneumatic tank. • Improvements to the AIPS Wet Well Room floor drainage. • Replacement of the Degritter Building roofing membrane.

The attached Figures 2 through 8 include photos of the major equipment to be replaced during the Project.

Bid Process

Because of the high number and value of the bid alternates in the Project and to encourage bidders submit actual bid values for the base bid and bid alternates, staff implemented a new bid process under the guidance of legal counsel. Pursuant to the Public Contract Code Section 20103.8(d), determination of the apparent lowest bidder would be based upon an evaluation of the Base Bid and Bid Alternates in accordance with a process that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to a District evaluation team, before the ranking of all bidders from lowest to highest has been determined. Without knowing in advance which Bid Alternates will be selected to determine the apparent lowest bidder, it is assumed that the bidders would be compelled to use actual values for all the bid items. Below is a summary of the Project’s bid opening process:

- At the time the bids were due, an evaluation team, comprised of several managers and a coach, convened behind closed doors. A proctor monitored the room and took custody of cell phones, computers, and other electronic devices while the evaluation team was in the room.
- In the Board Room, the Purchasing Agent publicly announced the base bid price and price of each bid alternate upon opening of the bids. Staff recorded pricing information on a summary sheet identifying the bidders by number only. The summary sheet was provided to the proctor who delivered it to the evaluation team.
- The evaluation team reviewed the pricing information on the summary sheet and evaluated different combinations of the Base Bid and Bid Alternates. After assessing the

Project scope, bid prices, and reviewing the Capital Improvement Program budget, the team decided to include the Base Bid and all Bid Alternates in determining the apparent lowest bidder.

- At the conclusion of the closed-door evaluation, the evaluation team delivered the executed summary sheet, with all selected bid items circled and tallied, back to the proctor for delivery to the General Manager.
- Staff transmitted a Notice of Intent to Award to the bidders and posted it at the District's office.

Bid Results

The Project was advertised for bids on July 9, 2019. Two bids were received and opened on September 26, 2019. The bid results were as follows:

Contractor	Base Bid	Total Contract Price (Base Bid and Bid Alternate A through F)
Kiewit Infrastructure West Co. (Fairfield, CA)	\$7,544,320	\$8,890,660
Anvil Builder, Inc. (San Francisco, CA)	\$6,830,070	\$11,332,120

The Engineer's Estimate for the Base Bid only is \$7.14 million and the Engineer's Estimate for the Base Bid and all Bid Alternates (Total Contract Price) is \$11.35 million. Kiewit's apparent low bid of the Total Contract Price is 22.7 percent lower than the Engineer's Estimate. Kiewit's reasons for their low bid are they believe they can construct the project efficiently, will perform the electrical work with their own forces, and will have one team managing the Headworks Screens Replacement Project concurrently with this project. Because Kiewit's bid for the Total Contract Price is significantly lower than the Engineer's Estimate, staff recommends awarding the entire Project scope as it will provide the best value to the District. Table 1 includes the bid tabulation sheet and shows detailed results from the two bids.

Staff reviewed the bid documents submitted by Kiewit and found them to be in order. The Notice of Intent to Award was posted on September 27, 2019. No bid protests were received by the District. Kiewit has confirmed that they will construct the project as bid. Staff has checked Kiewit's project references and is satisfied with Kiewit's work performance.

The contractor has 730 calendar days to complete the Project from Notice to Proceed, which puts the estimated substantial completion date in October 2021. Staff will hire a consultant to provide construction management and inspection services for the Project.

Agenda Item No. 16
Meeting of October 14, 2019
Page 5

Staff recommends the Board award the construction contract, including Bid Alternates A through F, for the Alvarado Influent Pump Station Improvements Project to Kiewit Infrastructure West Co. in the amount of \$8,890,660.

PRE/SEG/RC/TL;mb

Attachment: Figure 1 –Site Plan
Figures 2 through 8 – Equipment Photos
Table 1 – Bid Tabulation Sheet
Contractor's Agreement



Figure 1
Site Plan

Force mains from Newark and Irvington Pump Stations to the Headworks

Alvarado Influent Pump Station

Force main from Alvarado Influent Pump Station to the Headworks





Figure 2 – Existing Wastewater Pumps and Piping at the Dry Well Basement



Figure 4 – Existing Piping at the Dry Well Intermediate Level



Figure 3 – Existing Diversion Gate

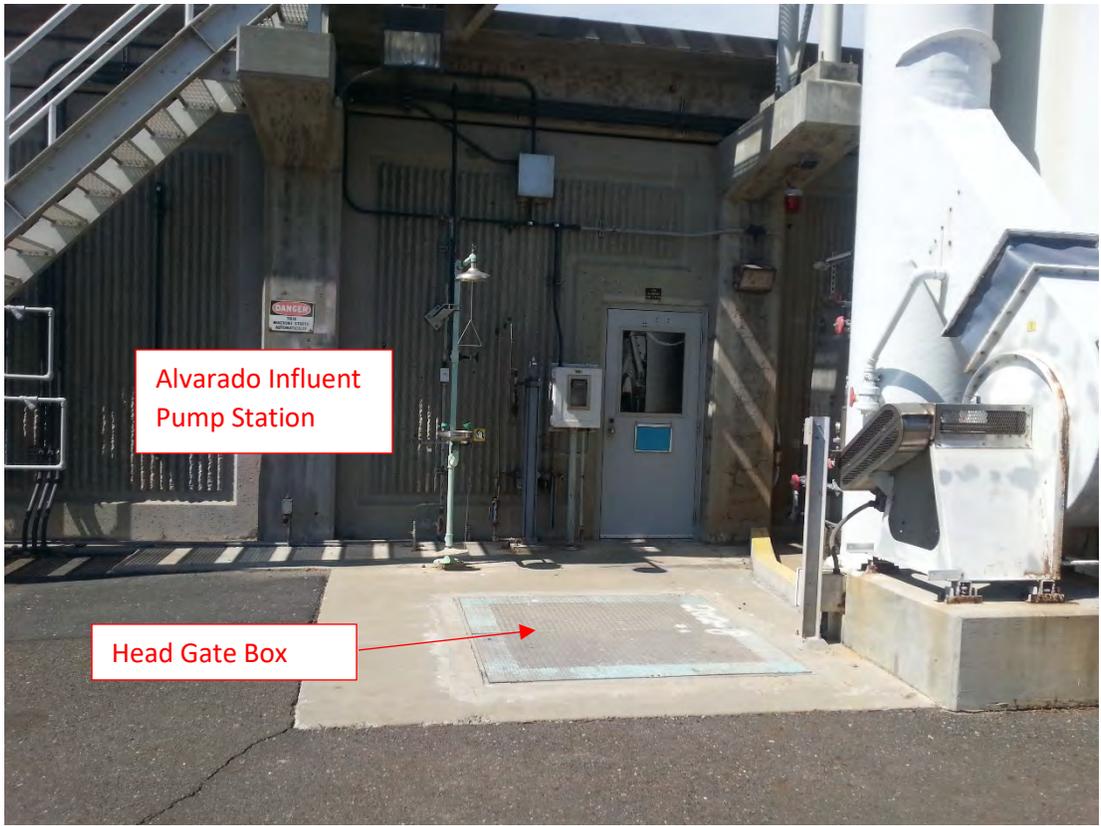


Figure 5 – Existing Head Gate

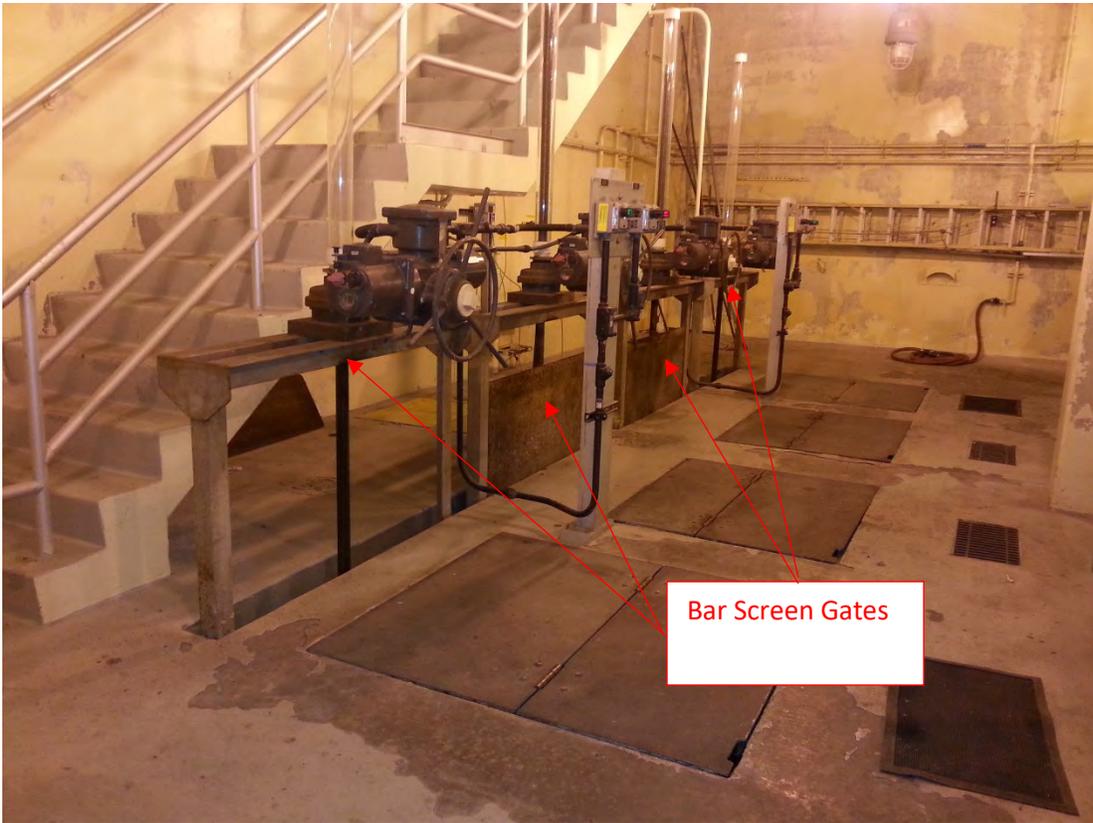


Figure 6 – Existing Bar Screen Gates



Figure 7 – Existing Variable Frequency Drives



Figure 8 – Existing Switchboard No. 5

Table 1 - Bid Tabulation
Alvarado Influent Pump Station Improvements Project No. 800-501

Bid Item No.	Bid Item	Unit	Estimated Quantity	Kiewit Infrastructure West Co. (Fairfield CA)	Anvil Builder, Inc. (San Francisco, CA)
				Bid Price	
1	Cost for completing all Work included as part of Contract Documents for Project No. 800-501, except as specified under items 2 and 3.	LS	1	\$6,730,000	\$5,982,300
2	Cost for manufacturer's scope of supply for the five (5) Dry Pit Submersible Chopper Centrifugal Pumps as specified in Section 11313F, including supply of equipment, submittals, O&M manuals, factory testing, and onsite testing services without General Contractor markups.	LS	1	\$813,120	\$813,770
3	Cost for providing all shoring and bracing on all Bid Items above including but not limited to that as required by Sections 6700-6708 of the Labor Code	LS	1	\$1,200	\$34,000
Total Base Bid				\$7,544,320	\$6,830,070
Bid Alternate A	Builder's Risk Insurance	LS	1	\$39,000	\$86,250
Bid Alternate B	AIPS Head Gate Replacement	LS	1	\$22,140	\$596,000
Bid Alternate C	AIPS Diversion Gate, Bar Screen Gates, and Wet Well Isolation Gate Replacement	LS	1	\$626,200	\$2,142,000
Bid Alternate D	AIPS Fan Replacements	LS	1	\$54,000	\$173,800
Bid Alternate E	Miscellaneous AIPS Optional Electrical, Instrumentation, and Lighting Improvements	LS	1	\$88,000	\$208,600
Bid Alternate F	Miscellaneous Optional Improvements	LS	1	\$517,000	\$1,295,400
Contract Price (Total Base Bid and Bid Alternate A through F) - This is the basis of award				\$8,890,660	\$11,332,120

Engineer's Estimate for Total Base Bid: \$7,140,000; Engineer's Estimate for Total Base Bid and all Bid Alternates: \$11,350,000

AGREEMENT FOR THE CONSTRUCTION OF

Alvarado Influent Pump Station Improvements Project

Project No. 800-501

THIS AGREEMENT, made and concluded, in duplicate, this _____ day of October 2019, between the UNION SANITARY DISTRICT ("District"), Union City, California, and KIEWIT INFRASTRUCTURE WEST CO. ("Contractor"), License No. 433176.

WITNESSETH:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Alvarado Influent Pump Station Improvements Project (Project No. 800-501)** in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of eight million eight hundred ninety thousand six hundred and sixty dollars (\$8,890,660) (the "Contract Price") computed in accordance with Contractor's accepted proposal dated September 26, 2019, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the following bid alternates that have been accepted by the District and are hereby incorporated in the Agreement: Bid Alternates A through F. Compensation shall be based upon the lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

3. The District hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the Contract Price, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the

following:

(a) The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the District, forfeit the sum of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

(b) Pursuant to the provision of California Labor Code, Sections 1770 et. seq., the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District, which copies shall be made available to any interested party on request. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

(c) As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

(d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

(f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages

paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4(e) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

Certified payroll records shall be submitted electronically as required under California Labor Code Section 1776 to the Labor Commissioner pursuant to California Code of Regulations Chapter 8, Section 16404.

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-

day period, he or she shall, as a penalty to the state or the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

(g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

(h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the District satisfies the District of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's Liability limits of \$1,000,000 per accident before commencing the performance of the work of this Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until the Contractor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this agreement certifies to the District as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the

performance of the work of this contract."

A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the Contractor and submitted to the Construction Manager for the District's review and records.

(i) In accordance with the provisions of Section 1727 of the California Labor Code, the District, before making payment to the Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the District.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement the instrument and the bid proposal of said Contractor, then this Agreement instrument shall control, and nothing herein contained shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

6. The Contractor agrees to provide and maintain insurance coverage, and to indemnify and save harmless the parties named and in the manner set forth in Section 00800-2.0, **LIABILITY AND INSURANCE**, of the Supplementary General Conditions of the Specifications.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

7. The Contractor shall diligently prosecute the work so that it shall be substantially completed within the time specified in Section 00800-1.1, **Time Allowed for Completion**.

8. Except as otherwise may be provided herein, Contractor hereby expressly guarantees for one (1) full year from the date of the substantial completion of the work under this agreement and acceptance thereof by the District, to repair or replace any part of the work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the work are, in the opinion of the District, rendered necessary as the result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from District, and without expense to District, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, District may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor and/or its sureties.

In special circumstances where a particular item of work or equipment is placed in continuous service before substantial completion of the Work, the correction period for that item may start to run from an earlier date. This date shall be agreed upon in writing by the Contractor and District on or before the item is placed in continuous service.

Any and all other special guarantees which may be applicable to definite parts of the work under this agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00610, **FORM OF PERFORMANCE BOND**, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

10. In addition to the bond required under Paragraph 9, hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of Sections 9550 et seq. of the Civil Code, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

11. The Contractor may substitute securities for the amounts retained by the District to ensure performance of the work in accordance with the provisions of Section 22300 of the Public Contract Code.

12. The Contractor shall be provided the time period specified in Section 01340-2.0, **MATERIAL AND EQUIPMENT SUBSTITUTIONS**, for submission of data substantiating a request for a substitution of an "or equal" item.

13. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit in advance of excavations, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the District, the Design Consultant, Construction Manager or any of their agents, consultants, or employees. The District's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

14. In accordance with Section 7104 of the Public Contract Code, whenever any work involves digging trenches or other excavations that extend deeper than four feet below the surface, the provisions of Section 00700-7.2, **Differing Site Conditions**, shall apply.

15. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

16. In accordance with Section 4552 of the Government Code, the Contractor shall conform to the following requirements. In submitting a bid to the District, the Contractor offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the Contractor for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor.

17. Pursuant to Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to the District, and their duly authorized agents, from all claim of and/or liability to

the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

18. In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

19. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the District from any claims, choses in action or lawsuits, whereby any subcontractor, material or equipment supplier, laborer or any person who supplies work or materials to said work of improvement may claim damages, losses and expenses thereto arising out of or resulting from any claim for performance of work, including the legal defense of any stop notice action as well as attorney fees and costs. District may be required to engage separate legal counsel from that of the Contractor should District and Contractor be both named as defendants, cross-defendants or other parties to any such stop notice action in District's sole discretion. Contractor shall be fully liable for any judgment or damages resulting from any claim for stop notice relief or other liability regarding payment for materials, supplies, labor or equipment under this contract. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited in amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor. In all cases, indemnification shall include attorney fees and court costs.

Unless arising solely out of the active negligence, gross negligence or willful misconduct of the District or the Design Consultant, the Contractor shall indemnify, defend and hold harmless: (1) the District and its Board of Directors, officers, employees, agents and representative; (ii) the Design Consultant and its consultants for the Work and their respective agents and employees; and (iii) if one is designated by the District for the work, the Construction Manager and its agents and employees (collectively "the Indemnified Parties"). The Contractor's obligations hereunder include indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorney's fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) stop notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding,

whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor, at its sole cost and expense, shall defend the District and the Design Consultant in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief. Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of October 2019.

KIEWIT INFRASTRUCTURE WEST CO.

By: _____

Eric M. Scott

Senior Vice President

Address: 4650 Business Center Drive, Fairfield, California 94534

UNION SANITARY DISTRICT

By: _____

Pat Kite

Board Secretary

Address: 5072 Benson Road, Union City, California 94587

ATTEST:

Karen Murphy

Attorney for Union Sanitary District



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**OCTOBER 14, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 17**

TITLE: Award the Construction Contract for the Calcium Thiosulfate Chemical Tank Project to D.W. Nicholson Corporation (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Work Group Manager
Raymond Chau, CIP Team Coach
Kevin Chun, Associate Engineer

Recommendation

Staff recommends the Board award the construction contract for the Calcium Thiosulfate Chemical Tank Project (Project) to D.W. Nicholson Corporation in the amount of \$257,000.

Background

The District's primary method of final effluent discharge is through the East Bay Dischargers Authority (EBDA) outfall system. However, during peak wet weather flow events, the District's ability to send final effluent to the EBDA system is dependent on the discharge flows from the other EBDA member agencies and the District's contracted capacity in the system. The District also has the option to discharge final effluent to the Hayward Marsh and to the Old Alameda Creek should capacity in the EBDA outfall system become limited.

Currently, the Hayward Marsh is unavailable to receive the District's final effluent due to maintenance activities by the East Bay Regional Park District. Staff anticipates the Marsh could remain unavailable for an extended period. Without the ability to divert final effluent to the Marsh during peak wet weather flows that exceed the District's contracted capacity in the EBDA outfall system, the District must utilize the emergency outfall discharge into the Old Alameda Creek.

The Old Alameda Creek is located west of the Alvarado Wastewater Treatment Plant (WWTP) (Figure 1) and the emergency outfall pipeline leaves the WWTP northwest of the Covered Storage Building. The National Pollution Discharge Elimination System (NPDES) permit requires the District to dechlorinate the final effluent prior to discharging to the Old Alameda Creek. The District currently has a dechlorination system to dose calcium thiosulfate into the final effluent discharged to the Old Alameda Creek. However, the current system is limited in its capacity due to the low storage volume of calcium thiosulfate. This limited capacity would become more critical for the Old Alameda Creek discharge to be more reliable.

The purpose of this Project is to construct a dechlorination chemical storage and dosing system to handle higher and more frequent final effluent discharges to the Old Alameda Creek. This facility will be constructed in two phases. In Phase 1, a larger chemical storage tank and concrete pad will be constructed for use with the current dechlorination pump and piping system during the wet weather season of 2019-20. In Phase 2, new pumps, piping, electrical, and instrumentation will be constructed for a complete and more functional dechlorination chemical storage and dosing system.

Scope of Work

The design for Phase 1 was completed in September 2019. The Project's major elements are as follows:

- Construction of a concrete pad and associated conduits and piping, site demolition and restoration work.
- Installation of a one (1) double wall 6,650-gallon polyethylene resin storage tank, including all fittings, ladder, fill line, anchors, and other appurtenances. The storage tank, fittings, ladder, fill line, anchors, will be furnished by the District. The Contractor shall furnish other appurtenances and fittings as indicated in the Contract.

Bid Results

The Project was advertised for bids on September 17, 2019. Two bids were received and opened on October 1, 2019. The bid results are summarized in the table below and in the attached Table 1:

Contractor	Total Contract Price
TNT Industrial Contractors, Inc. (Sacramento, CA)	\$269,777
D.W. Nicholson Corporation (Hayward, CA)	\$257,000

The Engineer's Estimate is \$180,000. D. W. Nicholson Corporation (DWN) is the apparent low bidder with a total bid amount of \$257,000, approximately 42.8 percent higher than the Engineer's Estimate. The difference between the Engineer's Estimate and the apparent low bid is attributed to higher material, labor, and subcontracting costs. The cost of materials came in higher because the electrical underground boxes will need to be custom ordered and the installation of the tank and underground piping work will be more labor intensive than initially estimated.

Staff believes the factors for bids coming in above the Engineer's Estimate are justifiable and reasonable and re-bidding the project will not result in lower bids. Furthermore, the variance between the two bids is only 5 percent, which confirms the bids accurately reflect the Project's scope.

The total contract price is the basis of award and includes the total base bid plus Bid Alternate A. Bid Alternate A will provide for builder's risk insurance coverage. Builder's risk insurance is a special type of property insurance that indemnifies against the loss of or damage to a building and equipment under construction. DWN submitted a bid amount of \$500 for this coverage. Staff recommends including this bid alternate in the construction contract.

Staff reviewed DWN's bid and determined it to be the lowest responsive and responsible bid, which DWN has verified and confirmed. No bid protests were received by the District. DWN is a General Engineering Class A licensed contractor who has recently and successfully constructed multiple projects for the District over the past several years, most notably the Cogeneration Project, Chemical Tanks and Piping Replacement Project, and the High-Speed Aeration Blower Project. Staff has been satisfied with their work performance.

Construction

The Project's construction period will be 75 calendar days with an estimated completion in December 2019. Staff will provide construction management and inspection services.

Staff recommends the Board award the construction contract for the Calcium Thiosulfate Chemical Tank Project, including Bid Alternate A, to D. W. Nicholson Corporation in the amount of \$257,000.

PRE/SEG/RC/KC;mb

Attachments: Figure 1 – Site Plan
Table 1 – Bid Tabulation
Agreement

Table 1 - Bid Tabulation Sheet
Calcium Thiosulfate Chemical Tank Project No. 800-533

Bid Item No.	Bid Item	Unit	Estimated Quantity	D.W. Nicholson Corporation		TNT Industrial Contractors, Inc.	
				Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price
1	Completion of all Work included as part of the Contract Documents for Project No. 800-533, except as specified in Bid Items 2 and 3, and the bid alternate(s).	LS	1	LS	\$236,000	LS	\$250,821
2	Installation of a 6,650-gallon double wall polyethylene resin storage tank, components, and appurtenances.	LS	1	LS	\$20,500	LS	\$10,765
3	Cost for providing all shoring and bracing on all Bid Items above including but not limited to that as required by Sections 6700-6708 of the Labor Code	LS	1	LS	\$0	LS	\$691
Total Base Bid					\$256,500		\$262,277
BID ALT A	Bid Alternate A: Builder's Risk Insurance				\$500		\$7,500
Total Contract Price (Total Base Bid + Bid Alternate A)					\$257,000		\$269,777
Percent (Under)/Over Engineer's Estimate					42.8%		49.9%

Engineer's Estimate is \$180,000

AGREEMENT FOR THE CONSTRUCTION OF

Calcium Thiosulfate Chemical Tank Project

Project No. 800-533

THIS AGREEMENT, made and concluded, in duplicate, this _____ day of October 2019, between the UNION SANITARY DISTRICT ("District"), Union City, California, and D. W. Nicholson Corporation ("Contractor"), License No. 68847.

WITNESSETH:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Calcium Thiosulfate Chemical Tank Project (Project No. 800-533)** in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of Two Hundred Fifty Seven Thousand Dollars (\$257,000.00) (the "Contract Price") computed in accordance with Contractor's accepted proposal dated October 1, 2019, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the Bid Alternate A that has been accepted by the District and is hereby incorporated in the Agreement. Compensation shall be based upon the lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

3. The District hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the Contract Price, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

(a) The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the District, forfeit the sum of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

(b) Pursuant to the provision of California Labor Code, Sections 1770 et. seq., the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District, which copies shall be made available to any interested party on request. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

(c) As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

(d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

(f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in

connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4(e) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

Certified payroll records shall be submitted electronically as required under California Labor Code Section 1776 to the Labor Commissioner pursuant to California Code of Regulations Chapter 8, Section 16404.

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit one hundred

dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

(g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

(h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the District satisfies the District of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's Liability limits of \$1,000,000 per accident before commencing the performance of the work of this Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until the Contractor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this agreement certifies to the District as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the Contractor and submitted to the Construction Manager for the District's review and records.

(i) In accordance with the provisions of Section 1727 of the California Labor Code, the District, before making payment to the Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the District.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement the instrument and the bid proposal of said Contractor, then this Agreement instrument shall control, and nothing herein contained shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

6. The Contractor agrees to provide and maintain insurance coverage, and to indemnify and save harmless the parties named and in the manner set forth in Section 00800-2.0, **LIABILITY AND INSURANCE**, of the Supplementary General Conditions of the Specifications.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

7. The Contractor shall diligently prosecute the work so that it shall be substantially completed within the time specified in Section 00800-1.1, **Time Allowed for Completion**.

8. Except as otherwise may be provided herein, Contractor hereby expressly guarantees for one (1) full year from the date of the substantial completion of the work under this agreement and acceptance thereof by the District, to repair or replace any part of the work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the work are, in the opinion of the District, rendered necessary as the result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from District, and without expense to District, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, District may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor and/or its sureties.

In special circumstances where a particular item of work or equipment is placed in continuous service before substantial completion of the Work, the correction period for that item may start to run from an earlier date. This date shall be agreed upon in writing by the Contractor and

District on or before the item is placed in continuous service.

Any and all other special guarantees which may be applicable to definite parts of the work under this agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00610, **FORM OF PERFORMANCE BOND**, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

10. In addition to the bond required under Paragraph 9, hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of Sections 9550 et seq. of the Civil Code, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

11. The Contractor may substitute securities for the amounts retained by the District to ensure performance of the work in accordance with the provisions of Section 22300 of the Public Contract Code.

12. The Contractor shall be provided the time period specified in Section 01340-2.0, **MATERIAL AND EQUIPMENT SUBSTITUTIONS**, for submission of data substantiating a request for a substitution of an "or equal" item.

13. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit in advance of excavations, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection

from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the District, the Design Consultant, Construction Manager or any of their agents, consultants, or employees. The District's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

14. In accordance with Section 7104 of the Public Contract Code, whenever any work involves digging trenches or other excavations that extend deeper than four feet below the surface, the provisions of Section 00700-7.2, **Differing Site Conditions**, shall apply.

15. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

16. In accordance with Section 4552 of the Government Code, the Contractor shall conform to the following requirements. In submitting a bid to the District, the Contractor offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the Contractor for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor.

17. Pursuant to Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to the District, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

18. In accordance with California Business and Professions Code Section 7030, the

Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

19. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the District from any claims, choses in action or lawsuits, whereby any subcontractor, material or equipment supplier, laborer or any person who supplies work or materials to said work of improvement may claim damages, losses and expenses thereto arising out of or resulting from any claim for performance of work, including the legal defense of any stop notice action as well as attorney fees and costs. District may be required to engage separate legal counsel from that of the Contractor should District and Contractor be both named as defendants, cross-defendants or other parties to any such stop notice action in District's sole discretion. Contractor shall be fully liable for any judgment or damages resulting from any claim for stop notice relief or other liability regarding payment for materials, supplies, labor or equipment under this contract. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited in amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor. In all cases, indemnification shall include attorney fees and court costs.

Unless arising solely out of the active negligence, gross negligence or willful misconduct of the District or the Design Consultant, the Contractor shall indemnify, defend and hold harmless: (1) the District and its Board of Directors, officers, employees, agents and representative; (ii) the Design Consultant and its consultants for the Work and their respective agents and employees; and (iii) if one is designated by the District for the work, the Construction Manager and its agents and employees (collectively "the Indemnified Parties"). The Contractor's obligations hereunder include indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorney's fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) stop notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor, at its sole cost and expense, shall defend the District and the Design Consultant in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding. In the event that

there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief. Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of October 2019.

D. W. NICHOLSON CORPORATION

By: _____
Gonzalo Alliende
Vice President of Preconstruction
Address: 24747 Clawiter Road, Hayward, CA 94545

UNION SANITARY DISTRICT

By: _____
Pate Kite
Board Secretary
Address: 5072 Benson Road, Union City, California 94587

ATTEST:

Karen W. Murphy
Attorney for Union Sanitary District



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**OCTOBER 14, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 18**

TITLE: **Authorize the General Manager to Execute Task Order No. 3 with Woodard & Curran, Inc. for the Headworks Screen No. 3 Project (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Work Group Manager
Raymond Chau, CIP Team Coach
Thomas Lam, Associate Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute Task Order No. 3 with Woodard & Curran, Inc. (W&C) in the amount of \$74,453 to provide engineering services during construction for the Headworks Screen No. 3 Project (Project).

Previous Board Action

June 11, 2018, the Board authorized the General Manager to execute Task Order No. 2 with W&C in the amount of \$108,552 to provide design services for the Project.

October 22, 2018, the Board authorized the General Manager to execute Amendment No. 1 to Task Order No. 2 with W&C in the amount of \$56,490 to provide additional design services to include replacement of the two existing mechanical screens in the Project.

May 13, 2019, the Board authorized the General Manager to execute Amendment No. 2 to Task Order No. 2 with W&C in the amount of \$40,613 to provide additional design services to evaluate the replacement of the existing screenings storage bins in the Project.

September 23, 2019, the Board awarded the construction contract for the Project to Kiewit Infrastructure West Co. (Kiewit) in the amount of \$1,822,115.

Background

The Headworks Building was constructed during the 1993 Plant Upgrade Project. It has two Parshall Flumes for the Plant's influent flow measurement and three screening channels. Channel No. 1 and 2 are equipped with mechanical bar screens. The third channel has a manual bar rack and is used to bypass the wastewater when one or both mechanical screens are out of service. Staff decided to install a new mechanical screen in the third channel not only to increase the flow capacity and the reliability to handle the plant influent flow, but also provide redundancy to allow staff to take the screens out of service during peak flow conditions.

In August 2018, Mechanical Screen No. 1 failed. Staff repaired Screen No. 1 and placed it back into operation in October 2018. The mechanical components of both Screens No. 1 and 2 are reaching the end of their useful life, which was further reinforced by the failure. Due to the critical nature of the bar screens to the Plant's treatment processes and to avoid the similar costly repair of Mechanical Screen No. 2, staff decided to move up the replacement timeline for both Mechanical Screens No. 1 and 2 to be included in this Project. The Project was renamed the Headworks Screens Replacement Project in the final construction documents to reflect the amended project scope.

With the installation of the three new mechanical screens, more rags and debris or screenings will be removed, resulting in additional loading to the existing washer compactor and possibly increased odors. After evaluating various options, staff selected a larger, covered, self-contained trash compactor to mitigate the additional screenings odors and to increase the amount of screenings stored before being trucked for disposal.

Scope of Work

The Project included the following improvements:

1. Replacement of the existing manual bar rack with a multi-rake mechanical screen.
2. Replacement of the two existing raked climber-type bar screens with multi-rake mechanical screens.
3. Replacement of the existing flow sensors at the Parshall flume channels.
4. Replacement of the existing uncovered trash bins with two self-contained trash compactors.

Staff will issue the Notice to Proceed to Kiewit in October 2019 and anticipates construction to be completed by October 2020. Staff will hire a consultant to provide construction management and inspection services for the Project.

Task Order No. 3

The scope of services and fees of Task Order No. 3 are summarized below:

Task	Task Description	Amount
1	Submittal Review	\$21,794
2	Request for Information	\$9,017
3	Clarification Memoranda	\$4,613
4	Informal Requests for Information	\$15,517
5	Meetings	\$1,390
6	Periodic Site Visits	\$6,721
7	Project Management	\$13,741
8	Kiewit Presubmittal Screen Review	\$1,660
Total Not to Exceed Amount		\$74,453

Task No. 8 will reimburse W&C's effort in reviewing Kiewit's mechanical screen substitution. In its bid, Kiewit proposed a substitute manufacturer of the mechanical screens instead of the two listed manufacturers in the bid documents. W&C reviewed the substitute manufacturer's information and determined the screen did not comply with the requirements specified in the bid documents. Staff rejected Kiewit's proposed substitution. Subsequently, Kiewit agreed to furnish the mechanical screen from one of the listed manufacturers without changing its bid price.

The task order's total not-to-exceed amount is 4.1 percent of the construction contract. For a project of this size and scope, staff expects the fee to be in the range of 4 to 5 percent. As a comparison, the table below summarizes the final fees and percentages of engineering services during construction of past plant projects.

Project	Engineering Services During Construction Cost (A)	Construction Cost (B)	Percentage of A to B
Emergency Outfall Improvements	\$49,805	\$1,088,889	4.6%
Thickener Nos. 3 and 4 Rehabilitation	\$71,491	\$1,453,461	4.9%
Chemical Tanks and Piping Replacement Project	\$82,919	\$2,226,332	4.0%

The task order amounts for the Project's agreement with W&C are summarized in the table below:

Task Order / Amendment	Not to Exceed Amount
Task Order No. 1 – Predesign	\$49,961
Task Order No. 2 – Final Design	\$108,552
Amendment No. 1 to Task Order No. 2 – Additional Design Services	\$56,490
Amendment No. 2 to Task Order No. 2 – Additional Design Services	\$40,613
Task Order No. 3 – Engineering Services during Construction	\$74,453
Total	\$330,069

Staff recommends the Board authorize the General Manager to execute Task Order No. 3 with Woodard & Curran, Inc. in the amount of \$74,453 to provide engineering services during construction for the Headworks Screen No. 3 Project.

PRE/SEG/RC/TL;mb

Attachment: Task Order No. 3

HEADWORKS SCREEN NO. 3 PROJECT

TASK ORDER NO. 3
to
AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

WOODARD & CURRAN, INC.

FOR

PROFESSIONAL SERVICES

Dated October 31, 2017

1. PURPOSE

The purpose of this Task Order No 3. is to provide engineering services during construction for the Headworks Screens Replacement Project (formerly Headworks Screen No. 3 Project), Project Number 900-502 (Project).

Engineering services to be provided during construction include engineering support, attendance at meetings, submittal reviews, responses to requests for information and design clarification, review of change order requests, and site visits. These services are to be performed by the engineers who are familiar with the design and are knowledgeable about the Project. District staff will update record drawings based on markups provided by the Contractor and reviewed by the District's Construction Manager.

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the District's Project Manager, Thomas Lam.

3. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the cost data presented in the attached Exhibit A fee estimate. Woodard & Curran, Inc. (Engineer) and its subconsultants including Beecher Engineering, Inc. (BEI), V&A Engineering (V&A), and Degenkolb Engineers (Degenkolb) shall provide the following engineering support services during the construction of the project:

General Scope Assumptions

- Although the Scope of Work is broken down into tasks, the fee estimate for each individual task shall not be considered a “not to exceed” amount for each task. It is anticipated that some tasks may require more effort, and some may require less effort. The Engineer shall have the ability to adjust the budgets within the Scope of Work among tasks to balance the overall level of effort. The Engineer shall not exceed the total budget for the project without written authorization from the District.

Task 1 – Submittal Review

There will be the following division of submittal review responsibility between Construction Manager and Engineer.

Administrative Submittals: The District’s Construction Manager will review and provide response to all administrative submittals required by the Contract Document Specifications. Copies of these submittals sent to the Engineer are for information purpose only.

Shop Drawing Submittals: Engineer shall review and provide response to shop drawing submittals as described in the technical specifications of the Contract Documents as requested by the District.

Quality Control Submittals: The District’s Construction Manager will review and provide response to all quality control submittals as described in the Contract Document Specifications, except Engineer shall review and provide response to mechanical and electrical testing procedures and testing results. Copies of all other quality control submittals sent to the Engineer are for information purposes only. District’s Construction Manager will also be responsible for all testing indicated in the Contract Documents to be performed by an entity other than the Contractor.

Temporary Construction Submittals: Engineer shall review and provide response to all temporary construction submittals including temporary piping, supports, electrical, and controls as requested by the District’s

Construction Manager. District will retain a third-party programmer for review of temporary control related submittals.

Submittals

Engineer shall respond to requests for submittal review when requested by the District. Engineer shall provide written review comments on the Engineer's review comment sheet and return the review comment sheet to the Construction Manager. Engineer shall complete review of submittal, provide comments, and return review comment sheet within twenty-one (21) calendar days of Engineer's receipt of submittal for normal submittals. Review comments for critical path or expedited submittals shall be returned within ten (10) calendar days of Engineer's receipt of submittal. If for any reason the review cannot be completed within this period, Engineer shall notify Construction Manager and provide reason for delay prior to the end of the specified review period.

The Construction Manager will make an initial review to screen all submittals for form, completeness, and general content conforming to that specified in the Contract Documents before transmitting them to Engineer.

Engineer's submittal review is to determine compliance with the Contract Documents. Submittal review is not intended as acceptance of the work. The review is not intended to relieve the Contractor of his full responsibility for performance as required by the Contract Documents.

Engineer's budget allowance is based on reviewing up to fifteen (15) submittals at an average review time of four (4) hours per submittal. Additionally, Engineer's Subconsultants, BEI, V&A, and Degenkolb, have included thirty-two (32), four (4), and four (4) hours, respectively, of submittal review time in the budget.

The level of effort assumed for this task is limited to the authorized hours in the budget.

Task 2 – Request for Information

Engineer shall respond to formal requests for information (RFIs) when requested by the District. Engineer shall provide a written response on the Engineer's response sheet and return the response sheet to the Construction Manager. Engineer shall complete review of RFI, provide response, and return response within seven (7) calendar days of Engineer's receipt of RFI. If for any reason the response cannot be completed within this period, Engineer shall notify Construction Manager and provide reason for delay prior to the end of the specified review period.

The District's Construction Manager will perform an initial review to screen all RFIs for form, completeness, and general content conforming to that specified in the Contract Documents before transmitting them to Engineer.

Engineer's budget allowance is based on reviewing six (6) RFIs at an average of three (3) hours review per RFI. Additionally, Engineer's subconsultants BEI, V&A, and Degenkolb have included sixteen (16), four (4), and five (5) hours, respectively, of RFI review time in the budget.

The level of effort assumed for this task is limited to the authorized hours in the budget.

Task 3 – Clarification Memoranda

Engineer shall issue Clarification Memoranda where deemed necessary by the Engineer and when requested by the District. Engineer shall provide a written clarification in Engineer's Clarification Memorandum form (including specifications, sketches, or other information as necessary) and issue the Clarification Memorandum to the Construction Manager.

Clarification Memoranda will be issued to 1) clarify Contract Documents when necessary, 2) in the event that modifications to the Contract Documents are desired by the District, or 3) to assist the Construction Manager with the preparation of contract change order requests.

Engineer's budget allowance is based on preparing two (2) Clarification Memoranda at an average of six (6) hours per Clarification Memorandum for the Engineer's Principal-in-Charge review. BEI, V&A, and Degenkolb have included six (6), zero (0) and two (2) hours of preparation time in the budget, respectively.

TASK 4 – Informal Requests for Information

Engineer shall respond to Construction Manager's informal requests for information, including verbal, email, and telephone correspondence with Construction Manager.

Engineer's budget allowance is based on forty (40) hours of informal correspondence. Engineer's Subconsultants, BEI, V&A, and Degenkolb, have included twenty-six (26), zero (0), two and a half (2.5) hours, respectively, of informal correspondence time in the budget.

TASK 5 – Meetings

Engineer shall have personnel attend one (1) regular construction meeting only on site at four (4) hours per person per meeting. The Construction Manager will facilitate all meetings and provide meeting minutes.

TASK 6 – Periodic Site Visits

Engineer shall visit the Project site to observe the progress and quality of the Contractor's work. Engineer shall not, during such site visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work. Engineer shall not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, or safety precautions and programs incident to the Work. Furthermore, Engineer shall not be held responsible for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor furnishing and performing work. Engineer shall provide opinions and observations to the District's Construction Manager and/or District regarding general compliance with the Contract Documents for improvements that are observed by the Engineer at the time of Engineer's site visits.

Engineer's budget allowance is based on one (1) site visit at an average of six (6) hours per site visit. BEI, V&A, and Degenkolb have included twelve (12), six (6), and six (6) hours, respectively, to conduct site visits. No witnessing of factory or field testing is included in the budget.

TASK 7 – Project Management

Engineer shall manage the efforts of the project team members, coordinate with representatives of the District and Construction Manager, delegate responsibilities, and review work progress. Engineer shall prepare and submit monthly invoices and progress summary reports.

Engineer's budget allowance is 32 hours. BEI, V&A, and Degenkolb, have included twelve (12), six (6), two (2) hours, respectively for project management and invoicing.

TASK 8 – Kiewit Presubmittal Screen Review

Engineer shall review, as requested, presubmittal from the low bidder to determine "or equal" status compared to the Contract Documents. Engineer shall prepare clarifying questions and responses as directed by the District.

Engineer's budget allowance is four (4) hours. BEI, V&A, and Degenkolb, have included two (2), zero (0), and zero (0) hours, respectively.

4. DELIVERABLES

All deliverables shall be provided electronically in Word document or PDF format.

Deliverables shall include:

- *Responses to submittals as required*
- *Responses to RFIs as required*
- *Clarification Memoranda as required*
- *Upload information to the District's online project management system, Projectmates*
- *Monthly invoices and progress reports*

5. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The billing rate schedule is equivalent to an overall labor multiplier of 3.36, including profit. Subconsultants and outside services will be billed at actual cost plus 5%; other direct costs will be billed at actual cost; and mileage will be billed at prevailing IRS standard rate.

Total charges to the District (not-to-exceed amount) shall be \$74,453. A summary of the anticipated distribution of cost and manpower between tasks is shown in Exhibit A.

The following table summarizes the previously executed and proposed task orders and amendments under the Agreement:

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required? (Yes/No)	District Staff Approval
Task Order No. 1 – Predesign Services	\$49,961	No	Sami Ghossain
Task Order No. 2 – Final Design Services	\$108,552	Yes	Paul Eldredge
Amendment No. 1 to Task Order No. 2	\$56,490	Yes	Paul Eldredge
Amendment No. 2 to Task Order No. 2	\$40,613	Yes	Paul Eldredge
Task Order No. 3 – Engineering Services during Construction	\$74,453	Yes	Paul Eldredge
Total	\$330,069		

6. TIME OF COMPLETION

All work defined in this Task Order shall be completed within 392 calendar days after the execution of this Task Order and subject to the conditions of Article 3 of this Agreement.

7. KEY PERSONNEL

Engineering personnel assigned to this Task Order No. 3 are as follows:

<u>Role</u>	<u>Key Person to be Assigned</u>
Principal-In-Charge	Dave Richardson
Project Manager	Mike Matson
Project Engineer	Kevin Randeni

Key personnel shall not be changed except in accordance with Article 8 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 3 as of _____, 2019 and therewith incorporate it as part of the Agreement.

DISTRICT

ENGINEER

Union Sanitary District

Woodard & Curran, Inc.

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

By: _____
David L. Richardson, P.E.
Senior Principal

Date: _____

Date: _____



Exhibit A

Fee Estimate

Union Sanitary District
Headworks Screen No. 3 Project - ESDC, Task Order No. 3

9/13/2019

Tasks	Labor							Total Hours	Total Labor Costs (1)	Outside Services					Subconsultant Total Hours	Subsonultant Subtotal	Sub Consultant Total Cost (2)	ODCs		Total Fee
	Dave Richardson	Mike Matson	Kevin Randeni	Erik Osborn	Chu To	Admin	Degenkolb			V&A			Todd Beecher	ODCs				Total ODCs (3)		
	PIC	Project Manager	Project Engineer	Technical Reviewer	Sr. CAD Designer	Admin	Structural Principal			Structural Designer	PIC	PM	CAD						Electrical /I&C	
Task 1: Submittal Review	\$320	\$310	\$212	\$251	\$165	\$108			\$240	\$150	\$297	\$239	\$145	\$200						
1.1 Submittal Review		4	50	6			60	\$13,346	1	3		4		32	40	\$8,046	\$8,448	\$0	\$0	\$21,794
Subtotal Task 1:	0	4	50	6	0	0	60	\$13,346	1	3	0	4	0	32	40	\$8,046	\$8,448	\$0	\$0	\$21,794
Task 2: Request for Information																				
2.1 Request for Information		3	12		3		18	\$3,969	1	4		2	2	16	25	\$4,808	\$5,048	\$0	\$0	\$9,017
Subtotal Task 2:	0	3	12	0	3	0	18	\$3,969	1	4	0	2	2	16	25	\$4,808	\$5,048	\$0	\$0	\$9,017
Task 3: Clarification Memoranda																				
3.1 Clarification Memoranda		6	3		3		12	\$2,991	0.5	1.5				6	8	\$1,545	\$1,622	\$0	\$0	\$4,613
Subtotal Task 3:	0	6	3	0	3	0	12	\$2,991	0.5	1.5	0	0	0	6	8	\$1,545	\$1,622	\$0	\$0	\$4,613
Task 4: Informal Requests for Information																				
4.1 Informal Requests for Information		10	26	4			40	\$9,616	0.5	2				26	28.5	\$5,620	\$5,901	\$0	\$0	\$15,517
Subtotal Task 4:	0	10	26	4	0	0	40	\$9,616	0.5	2	0	0	0	26	28.5	\$5,620	\$5,901	\$0	\$0	\$15,517
Task 5: Meetings																				
5.1 Meetings		4					4	\$1,240	0					0	0	\$0	\$0	\$150	\$150	\$1,390
Subtotal Task 5:	0	4	0	0	0	0	4	\$1,240	0	0	0	0	0	0	0	\$0	\$0	\$150	\$150	\$1,390
Task 6: Periodic Site Visits																				
6.1 Periodic Site Visits			6				6	\$1,272		6		6		12	24	\$4,734	\$4,971	\$478	\$478	\$6,721
Subtotal Task 6:	0	0	6				6	\$1,272	0	6	0	6	0	12	24	\$4,734	\$4,971	\$478	\$478	\$6,721
Task 7: Project Management																				
7.1 Project Management		24	0			8	32	\$8,304	2			6		12	20	\$5,178	\$5,437	\$0	\$0	\$13,741
Subtotal Task 7:	0	24	0	0	0	8	32	\$8,304	2	0	0	6	0	12	20	\$5,178	\$5,437	\$0	\$0	\$13,741
Task 8: Kiewit Presubmittal Screen Review																				
8.1 Presubmittal questions/commentary as Requested by USD		4					4	\$1,240						2	2	\$400	\$420		\$0	\$1,660
Subtotal Task 8:	0	4	0	0	0	0	4	\$1,240	0					2	2	\$400	\$420	\$0	\$0	\$1,660
TOTAL	0	55	97	10	6	8	176	\$41,978	5	16.5	0	18	2	106	147.5	\$30,331	\$31,847	\$628	\$628	\$74,453

1. The individual hourly rates include salary, overhead and profit.
2. Sub Consultants will be billed at actual cost plus 5%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost.
4. Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**OCTOBER 14, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 19**

TITLE: Consider a Resolution to Adopt the Mitigated Negative Declaration for the Standby Power Generation System Upgrade Project and Approve the Standby Power Generation System Upgrade Project as Defined in the Mitigated Negative Declaration *(This is a Motion Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Work Group Manager
Raymond Chau, CIP Team Coach
Kevin Chun, Associate Engineer

Recommendation

Staff recommends the Board consider a resolution to adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for the Standby Power Generation System Upgrade Project (Project) and approve the Project as defined in the Mitigated Negative Declaration.

Previous Board Action

March 11, 2019, the Board conducted a public hearing to receive comments on the Initial Study and Mitigated Negative Declaration of Environmental Impacts for the Standby Power Generation System Upgrade Project

Background

The Project was identified from a study completed in 2016 to evaluate the condition of the Plant's current standby power system. The study concluded that the current standby generator equipment, generator control systems, and electrical switchgear equipment are outdated,

unreliable, and difficult to maintain due to the age and obsolescence of the equipment and systems.

The Project's major scope items include:

- Installation of two new minimum rated 3.5-megawatt standby engine generators and necessary appurtenances, located at the north end of the Plant, west of the Veasy Street cul-de-sac.
- Construction of a new pre-fabricated metal building sized to house two new standby engine generators, with room for two future standby engine generators and associated electrical equipment.
- Construction of exterior pad-mounted equipment such as transformers and aboveground diesel fuel storage tanks.
- Construction of a new double-ended switchgear to replace the existing Substation No. 2 and Odor Control Building switchgears. At the Odor Control Building, the two existing motor control centers will be replaced.
- Installation of new electrical duct banks.
- Demolition of existing equipment and structures such as the six current standby engine generators, generator control panels and switchgears, and PLC panels.

Brown and Caldwell was selected as the design consultant for the Project and is in the process of re-evaluating the basis of design to ensure the number and size of generators will meet the anticipated standby power requirements of the Enhanced Treatment and Site Upgrade Program (ETSU). The basis of design is expected to be finalized in November 2019, at which time the design schedule will be determined.

Scheidegger and Associates, subconsultant to Brown and Caldwell, prepared the Initial Study for the proposed Project. Pursuant to the California Environmental Quality Act, the consultant analyzed the Project's potential impact with respect to various environmental factors (e.g., air quality, biological resources, cultural resources, etc.) and required mitigation measures to be included in the Project to mitigate impacts to the environment. The Initial Study concluded that while several potential adverse environmental impacts could result from the Project, measures could be used to effectively mitigate these impacts. Accordingly, it has been determined that a Mitigated Negative Declaration is appropriate for the Project.

Staff made the Initial Study and Mitigated Negative Declaration (IS/MND) available for public and local and state agency review during the period of February 19, 2019 through March 19, 2019, and the agency review period was extended to March 20, 2019. On March 11, 2019, a

public hearing was held during the Board meeting to allow for public comment. Staff did not receive any comments during the public hearing.

During the review period, staff received comments from three agencies and a law firm requesting access to all reference documents listed in the IS/MND. These reference documents are summarized in Table 1. Please refer to the attached Response Document for copies of the comment letters, responses to the comments, and changes made to the text of the IS/MND and Mitigation Monitoring and Reporting Plan. The changes do not require recirculation of the MND under CEQA Guidelines 15073.5, as the changes do not constitute substantial revisions, but merely clarify, amplify or make insignificant modifications to the terms of the previously circulated MND.

The District received a letter from the California State Clearinghouse, dated March 21, 2019, indicating that they received comments from the Native American Heritage Commission and the State Water Resources Control Board by the comment period end date. These comments are the same ones listed in Table 1. The letter also acknowledges that the District complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Following adoption of the Mitigated Negative Declaration for the Project, staff will file the attached Notice of Determination with the Governor's Office of Planning and Research and the Alameda County Clerk.

Staff recommends the Board consider a resolution to adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for the Standby Power Generation System Upgrade Project and approve the Project as defined in the Mitigated Negative Declaration.

PRE/SEG/RC/KC/mb

Attachments: Figure 1 – Site Plan
Table 1 – Comments and Responses
Initial Study/Mitigated Negative Declaration (link below)
Response Document – Initial Study/Mitigated Negative Declaration
Letter from State Clearinghouse
Notice of Determination
Resolution

The following document(s) can be downloaded at the link below:

[Initial Study/Mitigated Negative Declaration \(which includes the Mitigation Monitoring and Reporting Plan\)](#)



Figure 1: Standby Power Generation System Upgrade Project Site Plan

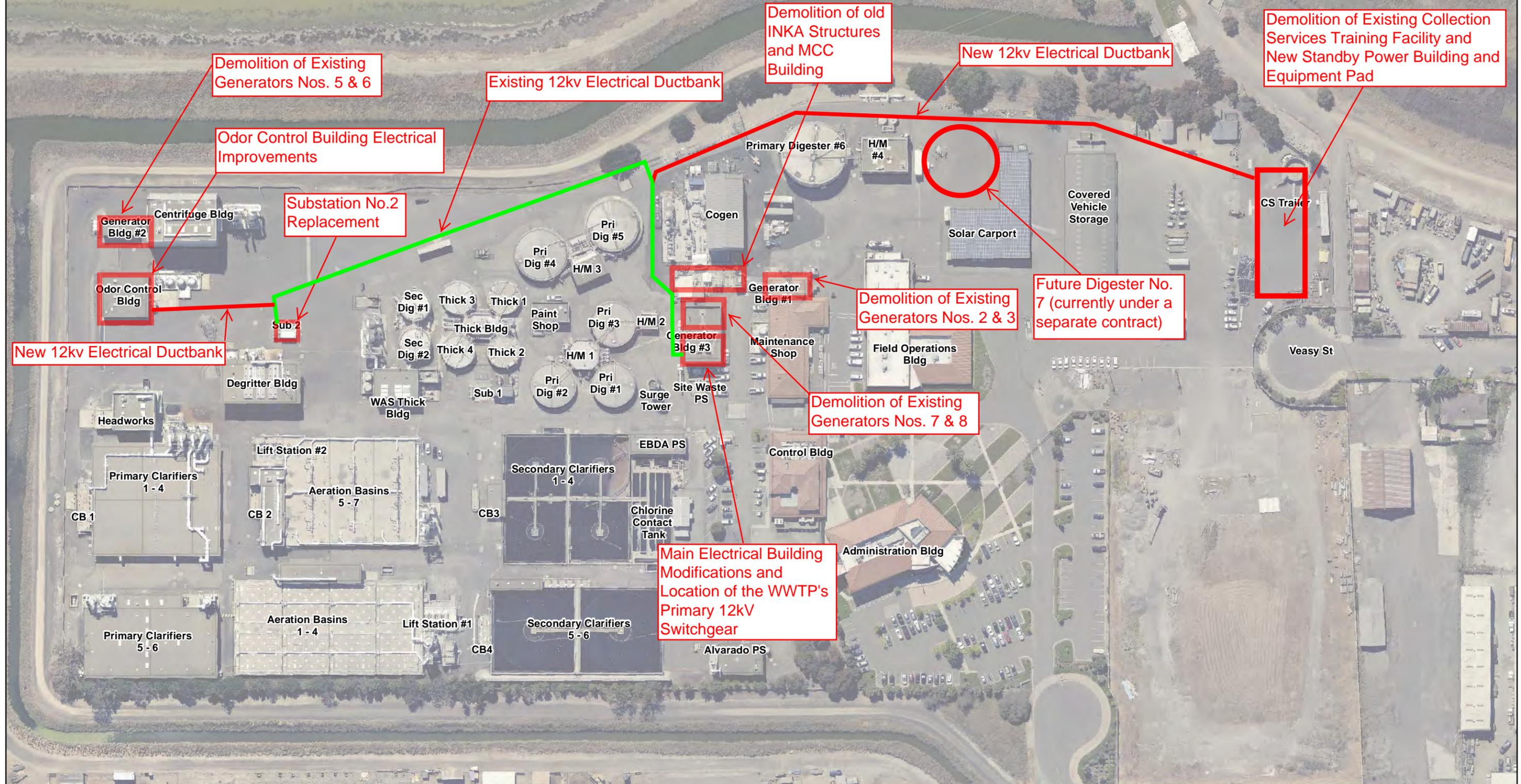


Table 1
Comments and Responses
Initial Study and Mitigated Negative Declaration
Standby Power Generation System Upgrade Project

Agency	Comment	Response
Native American Heritage Commission	1-1. The Most Likely Descendant process and timeline in the Cultural Resources section of the Environmental Checklist are incorrect. Please refer to Health and Public Resources Code subsection 5097.98 for the correct process and timeline.	1-1. See Sections 3 and 4 for revised wording of Mitigation Measure ARCH 6.
Adams Broadwell Joseph & Cardoza	2-1. We are writing on behalf of California Unions for Reliable Energy ("CURE") to request immediate access to any and all documents referenced or relied upon in the Mitigated Negative Declaration ("MND") prepared for the Union Sanitary District's ("Applicant") Standby Power Generation System Upgrade Project ("Project").	2-1. The documents referenced in the MND for the Standby Power Generation System Upgrade Project can be downloaded at the below link: https://unionsanitary-my.sharepoint.com/:f:/g/personal/kevinch_unionsanitary_ca_gov/EmQuDRO0RP9NhTvwUuZVE9UBqqovTvL7GcSGOBuSneNQ4A?e=qRSTdq
State Water Resources Control Board	3-1. It is not clear if the Project will result in any changes to the effluent water quality or quantity. On page 1, the discharge from Union Sanitary District's Alvarado Wastewater Treatment Plan is described as receiving full secondary treatment before conveyance to the East Bay Discharger's Authority (EBDA) for discharge into San Francisco Bay. Will there be any changes to the treatment of the effluent due to the Project? In the hydrology and water quality section, please clarify and explain if the Project will result in any changes to the effluent water quality and/or quantity being sent to the EBDA.	3-1. The Project is a replacement and upgrade to the WWTP's standby power facilities, will not affect the plant's liquid and solids treatment processes, and will not result in any changes in effluent quality or quantity being sent to EBDA. See Section 3.
	3-2. In Mitigation Measure BIO-1, the 100 foot buffer for pre-construction nesting bird surveys is inadequate to mitigate for nesting raptors. Increase the survey buffer from 100 feet to 250 feet surrounding the proposed construction area.	3-2. Jim Martin, Project biologist, discussed your comment with you on April 2. See Section 3 and 4 for your recommended change to the survey buffer.

Table 1
Comments and Responses
Initial Study and Mitigated Negative Declaration
Standby Power Generation System Upgrade Project

Agency	Comment	Response
State Water Resources Control Board	<p>3-3. On page 58, you discuss building four new Project facilities within the 100 year flood plain. The current analysis is not adequate to determine, "a less than significant impact relative to impeding or redirecting floor flows relative to CEQA-plus requirements" (page 58). Please provide further analysis or coordinate with FEMA or your local floodplain administrator to confirm this impact determination.</p>	<p>3-3. According to the FEMA flood map, the WWTP site is within Zone AE of the 100 year flood plain where the base flood elevation is 10 feet above mean sea level (msl). Page 58 of the IS/MND indicated new above-ground Project structures would have a surface area of about 17,760 square feet and when compared to 33-acre WWTP site, the Project would have a less than significant impact relative to impending or re-directing flood flows.</p> <p>Further discussions were held with Brown and Caldwell, the design engineer, to respond to this comment. New above-ground facilities and equipment include the new Standby Power Building, area for fuel and battery storage, and new Substation No. 2. The Standby Power Building will be the only structure and the other Project components will be located on pads. The top-of-pad elevations for all facilities will be 9.5 feet above msl, which is similar to other existing WWTP buildings at the same elevation. Flood flows during extreme flooding events can intrude into these type of facilities and will not obstruct flows. As concluded in the IS/MND, there would be a less than significant impact relative to impeding or re-directing flood flows within the WWTP or more broadly within the 100-year flood plain.</p>
State Water Resources Control Board	<p>3-4. Please provide us with the following documents applicable to the proposed Project following the District's CEQA process : (1) one copy of the draft and final IS/MND, (2) the resolution adopting the IS/MND and making CEQA findings, (3) all comments received during the review period and the District's response to those comments, (4) the adopted Mitigation Monitoring and Reporting Program, and (5) the Notice of Determination filed with the Alameda County Clerk and the Governor's Office of Planning and Research, State Clearinghouse. We would appreciate notices of any hearings or meetings held regarding environmental review of any projects to be funded by the State Water Board.</p>	<p>3-4. All requested documents will be forwarded to the SWRCB by USD when the CWSRF loan application is submitted.</p>

Table 1
Comments and Responses
Initial Study and Mitigated Negative Declaration
Standby Power Generation System Upgrade Project

Agency	Comment	Response
Alameda County Water District	<p>4-1. Groundwater Well Protection/Destruction: ACWD has identified several monitoring wells and some abandoned water wells within the Project area. In order to protect the groundwater basin, each well located within the property must be in compliance with ACWD Ordinance No. 2010-01. If the well is to remain, a letter so indicating must be sent to ACWD and will require a permit for inactive classification if the well will not be used for a period of twelve (12) months. In addition, any abandoned wells located within the project area must be properly destroyed prior to construction activities.</p>	<p>4-1. The Contractor will comply with ACWD Ordinance No. 2010-01 and requirements for commissioning and decommissioning water wells.</p>
	<p>4-2. Hazardous Materials: Cal Engineering and Geology (CE&G) completed an environmental screening of soil at the Project site which included chemical analysis of soil samples for various petroleum hydrocarbons, volatile organic compounds, (VOC), and metals. The IS/MND stated that some elevated levels of VOC and arsenic were detected. ACWD requests that the Project proponent provide ACWD with a copy of CE&G's Environmental Soil Screening Test Results, Standby Generator Building Project dated December 14, 2018.</p>	<p>4-2. USD will forward you a copy of CE&G's soil screening report.</p>

RESPONSE DOCUMENT

**INITIAL STUDY/MITIGATED
NEGATIVE DECLARATION
(SCH NO. 2019029099)**

Union Sanitary District

Standby Power Generation System Upgrade Project

April 2019

TABLE OF CONTENTS

Section 1. Introduction

Section 2. Comment Letters and Responses

Section 3. Text Revisions Based on Revised Comments

Section 4. Revised Mitigation Monitoring and Reporting Plan

Section 1

Introduction

The Initial Study and Mitigated Negative Declaration (IS/MND) for Union Sanitary District's Standby Power Generation System Upgrade Project was published in February 2019. The IS/MND was submitted to the State Clearinghouse for review by selected state agencies. The public review period was from February 19 through March 19 and the agency review period extended to March 20, 2019. A Notice of Document Availability and Intent to Adopt a MND appeared in the *Tri-City Voice* on February 19, 2019 and *The Argus* on February 22, 2019. A public hearing was held on March 11, 2019, and no oral comments were received.

Section 2

Comment Letters and Responses

During the public and agency review period, four comment letters were received by USD. The comment letters are as follows:

1. State of California Native American Heritage Commission, February 28, 2019.
2. Adams Broadwell Joseph & Cardoza, March 5, 2019.
3. State Water Resources Control Board, March 8, 2019
4. Alameda County Water District, March, 19, 2019.

For each letter, substantive comments are identified by number. Each comment letter is followed by responses to the numerically identified comment. If the responses indicate a change in the text of the IS/MND has been made, those are included in Section 3 by page number of the IS/MND. Any changes to the text of the Mitigation Monitoring and Reporting Plan are included in Section 4.

Letter 1

STATE OF CALIFORNIA
NATIVE AMERICAN HERITAGE COMMISSION
Cultural and Environmental Department
1860 Harbor Blvd., Suite 100
West Sacramento, CA 95691
Phone (916) 373-3710
Email: nahc@nahc.ca.gov
Website: <http://www.nahc.ca.gov>

Gavin Newsom, Governor



February 28, 2019

Kevin Chun
Union Sanitary District
5072 Benson Road
Union City, CA 94587

RE: SCH# 2019029099, Standby Power Generation System Upgrade Project, City of Union City; Alameda County

Dear Mr. Chun:

The Native American Heritage Commission (NAHC) has reviewed the Mitigated Negative Declaration prepared for the above referenced project. The review included the Introduction and Project Description; and the Environmental Checklist, section E Cultural Resources and section F, Tribal Cultural Resources, prepared by Scheidegger & Associates/ Archaeo-Tec for the Union Sanitary District. We have the following concern(s):

1. The Most Likely Descendant process and timeline in the Cultural Resources section of the Environmental Checklist are incorrect. Please refer to Health and Public Resources Code § 5097.98 for the correct process and timeline.

1-1

Agencies should be aware that AB 52 does not preclude them from initiating tribal consultation with tribes that are traditionally and culturally affiliated with their jurisdictions before the timeframes provided in AB 52. For that reason, we urge you to continue to request Native American Tribal Consultation Lists and Sacred Lands File searches from the NAHC. The request forms can be found online at: <http://nahc.ca.gov/resources/forms/>. Additional information regarding AB 52 can be found online at http://nahc.ca.gov/wp-content/uploads/2015/10/AB52TribalConsultation_CalEPAPDF.pdf, entitled "Tribal Consultation Under AB 52: Requirements and Best Practices".

The NAHC recommends lead agencies consult with all California Native American tribes that are traditionally and culturally affiliated with the geographic area of your proposed project as early as possible in order to avoid inadvertent discoveries of Native American human remains and best protect tribal cultural resources.

A brief summary of portions of AB 52 and SB 18 as well as the NAHC's recommendations for conducting cultural resources assessments is also attached.

If you have any questions, please contact me at my email address: gayle.totton@nahc.ca.gov.

Sincerely,

Gayle Totton

Gayle Totton, B.S., M.A., Ph. D
Associate Governmental Program Analyst

Attachment
cc: State Clearinghouse

The California Environmental Quality Act (CEQA)¹, specifically Public Resources Code §21084.1, states that a project that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment.² If there is substantial evidence, in light of the whole record before a lead agency, that a project may have a significant effect on the environment, an environmental impact report (EIR) shall be prepared.³ In order to determine whether a project will cause a substantial adverse change in the significance of a historical resource, a lead agency will need to determine whether there are historical resources with the area of project effect (APE).

CEQA was amended in 2014 by Assembly Bill 52. (AB 52).⁴ AB 52 applies to any project for which a notice of preparation or a notice of negative declaration or mitigated negative declaration is filed on or after July 1, 2015. AB 52 created a separate category for "tribal cultural resources"⁵, that now includes "a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment."⁶ Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource.⁷ Your project may also be subject to Senate Bill 18 (SB 18) (Burton, Chapter 905, Statutes of 2004), Government Code §65352.3, if it also involves the adoption of or amendment to a general plan or a specific plan, or the designation or proposed designation of open space. Both SB 18 and AB 52 have tribal consultation requirements. Additionally, if your project is also subject to the federal National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (NEPA), the tribal consultation requirements of Section 106 of the National Historic Preservation Act of 1966⁸ may also apply.

Consult your legal counsel about compliance with AB 52 and SB 18 as well as compliance with any other applicable laws.

Pertinent Statutory Information:

Under AB 52:

AB 52 has added to CEQA the additional requirements listed below, along with many other requirements:

Within fourteen (14) days of determining that an application for a project is complete or of a decision by a public agency to undertake a project, a lead agency shall provide formal notification to a designated contact of, or tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice.

A lead agency shall begin the consultation process within 30 days of receiving a request for consultation from a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project.⁹ and prior to the release of a negative declaration, mitigated negative declaration or environmental impact report. For purposes of AB 52, "consultation shall have the same meaning as provided in Gov. Code §65352.4 (SB 18)."¹⁰

The following topics of consultation, if a tribe requests to discuss them, are mandatory topics of consultation:

- a. Alternatives to the project.
 - b. Recommended mitigation measures.
 - c. Significant effects.¹¹
1. The following topics are discretionary topics of consultation:
- a. Type of environmental review necessary.
 - b. Significance of the tribal cultural resources.
 - c. Significance of the project's impacts on tribal cultural resources.

If necessary, project alternatives or appropriate measures for preservation or mitigation that the tribe may recommend to the lead agency.¹²

With some exceptions, any information, including but not limited to, the location, description, and use of tribal cultural resources submitted by a California Native American tribe during the environmental review process shall not be included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, consistent with Government Code §6254 (r) and §6254.10. Any information submitted by a California Native American tribe during the consultation or environmental review process shall be published in a confidential appendix to the environmental document unless the tribe that provided the information consents, in writing, to the disclosure of some or all of the information to the public.¹³

If a project may have a significant impact on a tribal cultural resource, the lead agency's environmental document shall discuss both of the following:

- a. Whether the proposed project has a significant impact on an identified tribal cultural resource.

¹ Pub. Resources Code § 21000 et seq.

² Pub. Resources Code § 21084.1; Cal. Code Regs., tit. 14, § 15084.5 (b), CEQA Guidelines Section 15064.5 (b)

³ Pub. Resources Code § 21080 (d); Cal. Code Regs., tit. 14, § 15084 subd (a)(1), CEQA Guidelines § 15064 (a)(1)

⁴ Government Code 65352.3

⁵ Pub. Resources Code § 21074

⁶ Pub. Resources Code § 21084.2

⁷ Pub. Resources Code § 21084.3 (a)

⁸ 154 U.S.C. 300101, 36 C.F.R. § 800 et seq.

⁹ Pub. Resources Code § 21080.3.1, subds. (d) and (e)

¹⁰ Pub. Resources Code § 21080.3.1 (b)

¹¹ Pub. Resources Code § 21080.3.2 (a)

¹² Pub. Resources Code § 21080.3.2 (a)

¹³ Pub. Resources Code § 21082.3 (c)(1)

- b. Whether feasible alternatives or mitigation measures, including those measures that may be agreed to pursuant to Public Resources Code §21082.3, subdivision (a), avoid or substantially lessen the impact on the identified tribal cultural resource.¹⁴

Consultation with a tribe shall be considered concluded when either of the following occurs:

- a. The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource; or
- b. A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached.¹⁵

Any mitigation measures agreed upon in the consultation conducted pursuant to Public Resources Code §21080.3.2 shall be recommended for inclusion in the environmental document and in an adopted mitigation monitoring and reporting program, if determined to avoid or lessen the impact pursuant to Public Resources Code §21082.3, subdivision (b), paragraph 2, and shall be fully enforceable.¹⁶

If mitigation measures recommended by the staff of the lead agency as a result of the consultation process are not included in the environmental document or if there are no agreed upon mitigation measures at the conclusion of consultation, or if consultation does not occur, and if substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource, the lead agency shall consider feasible mitigation pursuant to Public Resources Code §21084.3 (b).¹⁷ An environmental impact report may not be certified, nor may a mitigated negative declaration or a negative declaration be adopted unless one of the following occurs:

- a. The consultation process between the tribes and the lead agency has occurred as provided in Public Resources Code §21080.3.1 and §21080.3.2 and concluded pursuant to Public Resources Code §21080.3.2.
- b. The tribe that requested consultation failed to provide comments to the lead agency or otherwise failed to engage in the consultation process.
- c. The lead agency provided notice of the project to the tribe in compliance with Public Resources Code §21080.3.1 (d) and the tribe failed to request consultation within 30 days.¹⁸

This process should be documented in the Tribal Cultural Resources section of your environmental document.

Under SB 18:

Government Code §65352.3 (a) (1) requires consultation with Native Americans on general plan proposals for the purposes of "preserving or mitigating impacts to places, features, and objects described §5097.9 and §5091.993 of the Public Resources Code that are located within the city or county's jurisdiction. Government Code §65560 (a), (b), and (c) provides for consultation with Native American tribes on the open-space element of a county or city general plan for the purposes of protecting places, features, and objects described in Public Resources Code §5097.9 and §5097.993.

- SB 18 applies to local governments and requires them to contact, provide notice to, refer plans to, and consult with tribes prior to the adoption or amendment of a general plan or a specific plan, or the designation of open space. Local governments should consult the Governor's Office of Planning and Research's "Tribal Consultation Guidelines," which can be found online at: https://www.opr.ca.gov/docs/09_14_05_Updated_Guidelines_922.pdf
- **Tribal Consultation:** If a local government considers a proposal to adopt or amend a general plan or a specific plan, or to designate open space it is required to contact the appropriate tribes identified by the NAHC by requesting a "Tribal Consultation List." If a tribe, once contacted, requests consultation the local government must consult with the tribe on the plan proposal. A tribe has 90 days from the date of receipt of notification to request consultation unless a shorter timeframe has been agreed to by the tribe.¹⁹
- **There is no Statutory Time Limit on Tribal Consultation under the law.**
- **Confidentiality:** Consistent with the guidelines developed and adopted by the Office of Planning and Research,²⁰ the city or county shall protect the confidentiality of the information concerning the specific identity, location, character, and use of places, features and objects described in Public Resources Code §5097.9 and §5097.993 that are within the city's or county's jurisdiction.²¹
- **Conclusion Tribal Consultation:** Consultation should be concluded at the point in which:
 - o The parties to the consultation come to a mutual agreement concerning the appropriate measures for preservation or mitigation; or
 - o Either the local government or the tribe, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached concerning the appropriate measures of preservation or mitigation.²²

NAHC Recommendations for Cultural Resources Assessments:

- Contact the NAHC for:

¹⁴ Pub. Resources Code § 21082.3 (b)

¹⁵ Pub. Resources Code § 21080.3.2 (b)

¹⁶ Pub. Resources Code § 21082.3 (a)

¹⁷ Pub. Resources Code § 21082.3 (e)

¹⁸ Pub. Resources Code § 21082.3 (d)

¹⁹ (Gov. Code § 65352.3 (a)(2)).

²⁰ pursuant to Gov. Code section 65040.2,

²¹ (Gov. Code § 65352.3 (b)).

²² (Tribal Consultation Guidelines, Governor's Office of Planning and Research (2005) at p. 18).

- A Sacred Lands File search. Remember that tribes do not always record their sacred sites in the Sacred Lands File, nor are they required to do so. A Sacred Lands File search is not a substitute for consultation with tribes that are traditionally and culturally affiliated with the geographic area of the project's APE.
- A Native American Tribal Contact List of appropriate tribes for consultation concerning the project site and to assist in planning for avoidance, preservation in place, or, failing both, mitigation measures.
 - The request form can be found at <http://nahc.ca.gov/resources/forms/>.
- Contact the appropriate regional California Historical Research Information System (CHRIS) Center (http://ohp.parks.ca.gov/?page_id=1068) for an archaeological records search. The records search will determine:
 - If part or the entire APE has been previously surveyed for cultural resources.
 - If any known cultural resources have been already been recorded on or adjacent to the APE.
 - If the probability is low, moderate, or high that cultural resources are located in the APE.
 - If a survey is required to determine whether previously unrecorded cultural resources are present.
- If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey.
 - The final report containing site forms, site significance, and mitigation measures should be submitted immediately to the planning department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum and not be made available for public disclosure.
 - The final written report should be submitted within 3 months after work has been completed to the appropriate regional CHRIS center.

Examples of Mitigation Measures That May Be Considered to Avoid or Minimize Significant Adverse Impacts to Tribal Cultural Resources:

- Avoidance and preservation of the resources in place, including, but not limited to:
 - Planning and construction to avoid the resources and protect the cultural and natural context.
 - Planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.
- Treating the resource with culturally appropriate dignity, taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:
 - Protecting the cultural character and integrity of the resource.
 - Protecting the traditional use of the resource.
 - Protecting the confidentiality of the resource.
- Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.
- Please note that a federally recognized California Native American tribe or a non-federally recognized California Native American tribe that is on the contact list maintained by the NAHC to protect a California prehistoric, archaeological, cultural, spiritual, or ceremonial place may acquire and hold conservation easements if the conservation easement is voluntarily conveyed.²³
- Please note that it is the policy of the state that Native American remains and associated grave artifacts shall be repatriated.²⁴

The lack of surface evidence of archaeological resources (including tribal cultural resources) does not preclude their subsurface existence.

- Lead agencies should include in their mitigation and monitoring reporting program plan provisions for the identification and evaluation of inadvertently discovered archaeological resources.²⁵ In areas of identified archaeological sensitivity, a certified archaeologist and a culturally affiliated Native American with knowledge of cultural resources should monitor all ground-disturbing activities.
- Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the disposition of recovered cultural items that are not burial associated in consultation with culturally affiliated Native Americans.
- Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the treatment and disposition of inadvertently discovered Native American human remains. Health and Safety Code section 7050.5, Public Resources Code §5097.98, and Cal. Code Regs., tit. 14, §15064.5, subdivisions (d) and (e) (CEQA Guidelines §15064.5, subds. (d) and (e)) address the processes to be followed in the event of an inadvertent discovery of any Native American human remains and associated grave goods in a location other than a dedicated cemetery.

²³ (Civ. Code § 815.3 (c)).

²⁴ (Pub. Resources Code § 5097.991).

²⁵ per Cal. Code Regs., tit. 14, section 15064.5(f) (CEQA Guidelines section 15064.5(f)).

GUIDELINES FOR APPLICANTS AND THEIR CONSULTANTS ON PREPARING HISTORIC PROPERTY IDENTIFICATION REPORTS FOR THE CLEAN AND DRINKING WATER STATE REVOLVING FUND (SRF) PROGRAMS

All applicants seeking Clean Water or Drinking Water SRF financing for construction projects from the State Water Resources Control Board (State Water Board), Division of Financial Assistance (DFA), must comply with both California Environmental Quality Act (CEQA) and the federal cross-cutting regulations. CEQA requires public agencies to assess the impacts of their projects on historical resources. In addition to CEQA, Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended (Section 106), requires federal agencies to take into account the effects of their undertakings on historic properties and afford the Advisory Council on Historic Preservation a reasonable opportunity to comment on such undertakings. (Tip: "undertaking" is a NHPA term equivalent to "project" in CEQA). A historic property is a prehistoric or historic district, site, building, structure, or object that is eligible for or listed on the National Register of Historic Places (NRHP).

The State Water Board administers the SRF Programs. The SRF Programs are partially funded by annual capitalization grants from the United States Environmental Protection Agency (USEPA). Issuance of SRF funds by the State Water Board is considered equivalent to a federal action, thereby necessitating compliance with Section 106. The USEPA has delegated lead agency responsibility to the State Water Board for carrying out the requirements of Section 106.

The State Water Board requires the applicant to provide a complete environmental package with their financial assistance application. The Historic Property Identification Report (HPIR) is key to showing a reasonable and good faith effort was made to identify historic properties. The State Water Board uses this report to make NRHP eligibility determinations and to support the State Water Board's finding of effect for the undertaking. Documentation of concluded consultation with the State Historic Preservation Officer (SHPO) is required to illustrate compliance with NHPA. The HPIR is part of the State Water Board's submittal to the SHPO.

SHPO CONSULTATION

The State Water Board is responsible for SHPO consultation. Submit two hard copies of the final HPIR to the State Water Board. One hard copy of the report will be submitted to the SHPO as part of the State Water Board's consultation package and one will be kept on file.

BEFORE HIRING A CULTURAL RESOURCES CONSULTANT

If you think your project may not have the potential to cause effects to historic properties, contact DFA, Senior Cultural Resources Officer (CRO) before contracting a cultural resources consultant. This decision is based on the nature of the undertaking, not on the presence or absence of cultural resources. If the State Water Board determines the undertaking does not have the potential to cause effects, no further study is required. Projects like this would likely involve no ground disturbance and be exempt under CEQA (e.g. replacing standard meters with AMR meters or re-coating tank interiors).

If the CRO determines that the undertaking is a type of activity that has the potential to cause effects, an HPIR will be required, even if the project is exempt from CEQA. Many applicants

indirect effects. The APE should include all components of the undertaking that have the potential to effect cultural resources, such as, construction footprint, staging areas, borrow areas, spoils locations, utility tie-ins, and new access roads. (Tip: If the undertaking is in the early design phase and the exact footprint isn't known, you should start by delineating a "study area", the largest area where work may be done. It is more time efficient to scale a study area down to an APE rather than to add new areas later on.)

When the undertaking has an indirect APE, discuss how that APE was determined. The APE can be contiguous or discontinuous and may be different for different types of resources. Archaeological APEs tend to conform to the area of direct impacts, while architectural APEs may encompass a larger area in consideration of visual effects. <https://www.nps.gov/nr/publications/bulletins/BOUNDARIES/bound1.htm>

NOTE – When the APE crosses a historic property, the entire property should be included in the APE, because if part of the property is affected, all of the property, either directly or indirectly, is also affected.

APE Map(s) – The APE map is one of the most important pieces of the HPIR. The APE map should show all identified resources from both the records search and the survey. The APE and resources should be depicted on one map. If the APE is large, it should also be depicted on a series of maps at a more detailed scale in areas where recorded resources are in or adjacent to the APE. Detail APE maps are preferred on aerial backgrounds and clearly labeled with APE elements and street names if appropriate. At a minimum, maps must have a north arrow, scale bar, scale text, legend, figure number, and title. Resources should also be labeled. Maps produced in GIS are highly encouraged as are digital record search results.

Natural and Cultural Context – A discussion of the undertaking's prehistoric and historic context should be proportionate to the resources identified. Context aids in identification and is also necessary for evaluation. Provide context that is applicable to the study area and resources identified.

Literature Review – At a minimum, the literature review should include a records search from the appropriate regional Information Center of the California Historical Resources Information System with GIS maps of resources and reports (Hand-drawn records search maps are strongly discouraged). Pre-field research should also include a review of historic-era maps (e.g. General Land Office Survey Plats, USGS topographic quadrangles, Rancho maps, Sanborn Fire Maps, official county maps etc. as appropriate).

Native American and Interested Party Coordination – Contact the Native American Heritage Commission and request a Sacred Lands File search of the study area or APE and a Native American contact list. Send letters to the tribes and other interested parties, such as local historical societies, with the undertaking description, map, and contact information. Use the State Water Board provided [Applicant 106 Template for Tribal Outreach](#) if possible. Follow-up all letters with a phone call or email to make sure the parties received the information and to answer questions and receive comments.

PRECAUTIONS

The following are common areas where cultural resources reports prepared for CEQA fall short of what is required under Section 106.

- A potential historic property is identified, but not evaluated. A cultural resource is not a historic property until it has been evaluated and found to be historically significant. If a resource is evaluated, it must also be documented on DPR forms.
- Evaluating a portion of a site or district is not acceptable. If an undertaking affects part of a historic property, it affects the whole property. The whole property must be evaluated. There are a few exceptions. If evaluation of a large property isn't feasible, discuss with the CRO.
- The APE is deemed "highly sensitive for buried archaeological sites" and monitoring is recommended as a mitigation. If the APE is highly sensitive for buried sites, additional analysis including sub-surface testing will likely be required. Monitoring may not be used as a substitute for thorough identification efforts.
- "The area has already been disturbed by previous construction" is not a sufficient basis for a "No historic properties affected" recommendation. Disturbance may affect the integrity of a portion of a site, but it doesn't mean the whole site has been destroyed or is not eligible for the NRHP. Documentation is still required to demonstrate that the proposed undertaking will not affect historic properties or other sensitive resources, such as human remains.
- Recommendations are made for Inadvertent discovery procedures pursuant to CEQA instead of Section 106 post-review discovery procedures (See 36 CFR Section 800.13[b]).

CONFIDENTIALITY

HPIRs often contain confidential information about the location of archaeological sites. The Applicant or their consultant must provide the confidential version of the report to the State Water Board. Please do not upload confidential HPIRs to the State Water Board Financial Assistance Applications Submittal Tool (FAAST). Instead, send HPIRs directly to one of the four cultural resources staff listed below that work in the Division of Financial Assistance. Hard copies can be mailed to State Water Resources Control Board, Division of Financial Assistance (Attn: <insert name>) P.O. Box 100 Sacramento CA 95812-0100.

•Wendy Pierce, Senior Cultural Resources Officer (Senior Environmental Planner), at (916) 449-5178, or Wendy.Pierce@Waterboards.ca.gov

•Kevin Marti, Cultural Resources Officer (Associate State Archaeologist) at (916) 341-5167 or email at Kevin.Marti@waterboards.ca.gov

•Johanna Marty, Cultural Resources Officer (Associate State Archaeologist) at (916) 449-5603 or email at Johanna.Marty@waterboards.ca.gov

•Will Norton, Cultural Resources Aide (Scientific Aide), at (916) 341-5739, or email at Will.Norton@Waterboards.ca.gov

STATE WATER RESOURCES CONTROL BOARD,
DIVISION OF FINANCIAL ASSISTANCE

California Environmental Quality Act Requirements

The State Water Resources Control Board (State Water Board) Division of Financial Assistance (DFA) funds wastewater, recycled water, and drinking water infrastructure projects as well as water quality improvement projects using resources from various state grant programs. All applicants seeking grant funds must comply with the California Environmental Quality Act (CEQA) and provide appropriate documents to the State Water Board so that it can fulfill its CEQA responsibilities.

LEAD AGENCY

The applicant is usually the Lead Agency and must prepare and circulate an environmental document before approving a project. Only a public agency, such as a local, regional or state government, may be the Lead Agency under CEQA. If a project will be completed by a non-governmental organization, Lead Agency responsibility goes to the first public agency providing discretionary approval for the project. In this situation, the State Water Board may serve as Lead Agency.

RESPONSIBLE AGENCY

Typically, the State Water Board is a Responsible Agency. As a Responsible Agency, the State Water Board must make its own findings using information provided by the Lead Agency before funding a project.

STATE WATER BOARD RESPONSIBILITIES

The State Water Board's mission is to preserve, enhance, and restore the quality of California's water resources and drinking water for the protection of the environment, public health, and all beneficial uses, and to ensure their proper allocation and efficient use for the benefit of present and future generations. To fulfill this responsibility, and to carry out obligations as a Responsible Agency under CEQA, the State Water Board must consider the Lead Agency's environmental document before funding a project.

ENVIRONMENTAL REVIEW

The State Water Board's environmental review process must be completed before the State Water Board can approve a project for funding and the project can begin construction.

DOCUMENT REVIEW

The State Water Board would like to review CEQA documents as early as possible. Applicants are encouraged to consult with agency staff during development of CEQA documents if considering applying for funding from DFA. Potential applicants should consider sending their environmental documents to DFA, Environmental Section during the CEQA public review period. This way, any environmental concerns the State Water Board has about the project can be addressed early in the process.

REQUIRED DOCUMENTS

The Environmental Section within DFA requires the documents listed below to complete the environmental review:

1. Draft and Final Environmental Documents – Environmental Impact Reports, Negative Declarations, Mitigated Negative Declarations, Notice of Exemptions, as appropriate for the project;
2. All comments – that were received during the public review period and the Lead Agency's responses to those comments;
3. Adopted Mitigation Monitoring and Reporting Plan – this is separate from, and in addition to, the identification of mitigation measures in the CEQA document;

4. Resolution/Minutes – these document that the applicant adopted or certified the CEQA document, made CEQA findings, and approved the project;

5. Date-stamped copy of the Notice of Determination or Notice of Exemption – these result after filing of the document with the County Clerk and the Governor's Office of Planning and Research; and

6. Completed Environmental Package – this is a component of the Funding Application.

Once the State Water Board receives all the required documents and determines them to be adequate to make its own findings, the environmental review for the funding application will be completed.

CONTACT INFORMATION

For more information about the State Water Board's environmental review process, please visit our website: https://www.waterboards.ca.gov/water_issues/programs/grants_loans/environmental_requirements.html



Letter Native American Heritage Commission
1 Gayle Totton, Analyst
Response February 28, 2019

1-1 See Sections 3 and 4 for revised wording of Mitigation Measure ARCH 6.

Letter 2

ADAMS BROADWELL JOSEPH & CARDOZO

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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SACRAMENTO, CA 95814-4721

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TANYA A. GULESSERIAN
KYLE C. JONES
RACHAEL E. KOSS
NIRIT LOTAN
MILES F. MAURINO

MARC D. JOSEPH
Of Counsel

March 5, 2019

Via Email and U.S. Mail

Kevin Chun
Union Sanitary District
5072 Benson Road
Union City, CA 94587-2508
Email: kevinch@unionsanitary.ca.gov

Re: Request for Immediate Access to Documents Referenced in the Mitigated Negative Declaration – Standby Power Generation System Upgrade Project

Dear Mr. Chun:

We are writing on behalf of California Unions for Reliable Energy ("CURE") to request immediate access to any and all documents referenced or relied upon in the Mitigated Negative Declaration ("MND") prepared for the Union Sanitary District's ("Applicant") Standby Power Generation System Upgrade Project ("Project"). The Project includes, but is not limited to, a proposal to construct a new Standby Power Building located at the northern end of the Alvarado Wastewater Treatment Plant (WWTP) site. The building will contain two new 3.5 MW standby engine generators with space for two additional future minimum rated 3.5 MW generators and associated electrical equipment. Two new above ground diesel fuel storage tanks with capacities of 30,000 gallons each, with space for a future tank, will be located within a screen wall near the southwest corner of the Standby Power Building. A concrete equipment pad for future battery storage would also be located in this area. A duct bank corridor will extend along the western border of the WWTP connecting the new standby generators to a new substation.

2-1

Our request for all documents referenced or relied upon in the MND is made pursuant to the California Environmental Quality Act ("CEQA"), which requires

4568-001pae

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March 5, 2019

Page 2

that all documents referenced in an environmental review document be made available to the public for the entire comment period.¹

Pursuant to Government Code section 6253.9, if the requested documents are in electronic format, please send them to us via a file transfer program such as Dropbox. Alternatively, if the documents are 10 MB or less (or can be easily broken into chunks of 10 MB or less), please email them to pencinas@adamsbroadwell.com as attachments. If any of the requested items are available on the Internet, we request that the County direct us to the appropriate electronic link(s) for accessing the documents.

I will be calling you to arrange for duplication/transmission of the documents. If you have any questions, please call our South San Francisco office at (650) 589-1660. Thank you for your assistance with this matter.

Sincerely,



Paul Encinas
Legal Assistant

PAE:lj1

¹ See Pub. Resources Code, § 21092, subd. (b)(1); 14 Cal. Code Reg. § 15072, subd. (g)(4).
4568-001pae

Letter 2 Response

Paul Scheidegger [C]

From: Kevin Chun <kevinch@unionsanitary.ca.gov>
Sent: Friday, March 8, 2019 3:49 PM
To: Lorrie J. LeLe
Cc: Paul A. Encinas; Raymond Chau; Sami Ghossain; Regina McEvoy
Subject: RE: Request for Immediate Access - Standby Power Generation System Upgrade Project

Hi Lorrie,

The documents referenced in the MND for the Standby Power Generation System Upgrade Project can be downloaded at the below link:

https://unionsanitary-my.sharepoint.com/:f:/g/personal/kevinch_unionsanitary_ca_gov/EmQuDRO0RP9NhTvwUuZVE9UBqgovTvL7GcSGOBuSneNQ4A?e=qRSTdq

Please let me know if you have any questions.

Thanks,
Kevin

From: Lorrie J. LeLe <ljlele@adamsbroadwell.com>
Sent: Tuesday, March 05, 2019 5:23 PM
To: Kevin Chun <kevinch@unionsanitary.ca.gov>
Cc: Paul A. Encinas <pencinas@adamsbroadwell.com>
Subject: Request for Immediate Access - Standby Power Generation System Upgrade Project

Please find attached request for immediate access to documents referenced in the MND for the Standby Power Generation System Upgrade Project.

If you have any questions, please contact Paul Encinas directly.

Thank you,

Lorrie LeLe
Legal Assistant
Adams Broadwell Joseph & Cardozo
520 Capitol Mall, Suite 350
Sacramento, CA 95814
ljlele@adamsbroadwell.com, Phone: 916-444-6201 Ext. 101 Fax: 916-444-6209

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IS-NMD Reference Documents 

 Name 	Modified 	Sharing	Modified By 	Activity
 1. General Land Use Map.pdf	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 10. ICF - IS MND 31252 Veasy S...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 11. Union City S11 Area Specific...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 12. ArcheoTec_Phase1_Cultural_...	5 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 13. Professional Judgement and...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 14. Link on page 74.pdf	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 15. Link on page 74.pdf	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 16. BAAQMD Spare the Air Plan...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 17. BAAQMD CEQA Guidelines...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 18. Emission Estimates from Co...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 19. Emer Gen USD Air Permit A...	3 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 2. Zoning Map.pdf	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 20. Environmental Collaborative...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 21. Archeo-Tec Phase 1 Cultural...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 22. Link on page 75.pdf	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 23. Donna Rammell - Brown an...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 24. City of Union City Climate A...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 25. SWRCB geotracker.pdf	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 26. DTSC Site Cleanup List.pdf	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 27. USD Annual 2017 Report-Fi...	5 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 28. Kristine Tidwell - Brown and...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 29. FEMA Flood Insurance Rate...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 3. FINAL_StandbyPowerGenerat...	February 9, 2018	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 30. Rivers.gov website link.pdf	3 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 31. EPA Region 9 Groundwater...	3 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 32. USD Sea Level Rise Report, F...	6 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 33. Charles M Salter Associates...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 34. UC Memo re Use Permit UP...	January 22	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 35. UCGPU_PD_Safety_Rev-Prel...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 36. Union City Noise Ordinance...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 4. PJ39377 BC USD Standby Po...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago
 5. PJ39377 BC USD Standby Po...	4 days ago	 Shared	Kevin Chun	 Kevin Chun edited 3 days ago

Letter 3



State Water Resources Control Board

Governor's Office of Planning & Research

Kevin Chun
Union Sanitary District
5072 Benson Road
Fremont, CA 94587

MAR 08 2019
STATE CLEARINGHOUSE

Dear Mr. Chun:

INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION (IS/MND) FOR UNION SANITARY DISTRICT (DISTRICT); STANDBY POWER GENERATION SYSTEM UPGRADE (PROJECT); ALAMEDA COUNTY; STATE CLEARINGHOUSE NO. 2019029099

We understand that the District may be pursuing Clean Water State Revolving Fund (CWSRF) financing for this Project (CWSRF No. C-06-8498-110). As a funding agency and a state agency with jurisdiction by law to preserve, enhance, and restore the quality of California's water resources, the State Water Resources Control Board (State Water Board) is providing the following information on the IS/MND to be prepared for the Project.

The State Water Board, Division of Financial Assistance, is responsible for administering the CWSRF Program. The primary purpose for the CWSRF Program is to implement the Clean Water Act and various state laws by providing financial assistance for wastewater treatment facilities necessary to prevent water pollution, recycle water, correct nonpoint source and storm drainage pollution problems, provide for estuary enhancement, and thereby protect and promote health, safety and welfare of the inhabitants of the state.

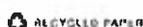
The CWSRF Program is partially funded by the United States Environmental Protection Agency and requires additional "California Environmental Quality Act (CEQA)-Plus" environmental documentation and review. Three enclosures are included that further explain the CWSRF Program environmental review process and the additional federal requirements. For the complete environmental application package please visit: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/srf_forms.shtml. The State Water Board is required to consult directly with agencies responsible for implementing federal environmental laws and regulations. Any environmental issues raised by federal agencies or their representatives will need to be resolved prior to the State Water Board approval of a CWSRF financing commitment for the proposed Project. For further information on the CWSRF Program, please contact Mr. Brian Cary, at (916) 449-5624.

It is important to note that prior to a CWSRF financing commitment, projects are subject to provisions of the Federal Endangered Species Act (ESA), and must obtain Section 7 clearance from the United States Department of the Interior, Fish and Wildlife Service (USFWS), and/or the United States Department of Commerce National Oceanic and Atmospheric Administration, National Marine Fisheries Service (NMFS) for any potential effects to special-status species.

Please be advised that the State Water Board will consult with the USFWS, and/or the NMFS regarding all federal special-status species that the Project has the potential to impact if the

FRIDIA MARCUS, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov



Project is to be financed by the CWSRF Program. The District will need to identify whether the Project will involve any direct effects from construction activities, or indirect effects such as growth inducement, that may affect federally listed threatened, endangered, or candidate species that are known, or have a potential to occur in the Project site, in the surrounding areas, or in the service area, and to identify applicable conservation measures to reduce such effects.

In addition, CWSRF projects must comply with federal laws pertaining to cultural resources, specifically Section 106 of the National Historic Preservation Act (Section 106). The State Water Board has responsibility for ensuring compliance with Section 106, and must consult directly with the California State Historic Preservation Officer (SHPO). SHPO consultation is initiated when sufficient information is provided by the CWSRF applicant. If the District decides to pursue CWSRF financing, please retain a consultant that meets the Secretary of the Interior's Professional Qualifications Standards (http://www.nps.gov/history/local-law/arch_stnds_9.htm) to prepare a Section 106 compliance report.

Note that the District will need to identify the Area of Potential Effects (APE), including construction and staging areas, and the depth of any excavation. The APE is three-dimensional and includes all areas that may be affected by the Project. The APE includes the surface area and extends below ground to the depth of any Project excavations. The records search request should extend to a ½-mile beyond project APE. The appropriate area varies for different projects but should be drawn large enough to provide information on what types of sites may exist in the vicinity.

Other federal environmental requirements pertinent to the Project under the CWSRF Program include the following (for a complete list of all federal requirements please visit: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/forms/application_environmental_package.pdf):

- A. An alternative analysis discussing environmental impacts of the Project in either the CEQA document (IS/MND) or in a separate report.
- B. A public meeting or hearing for adoption/certification of all environmental documents, except for those with little to no environmental impacts.
- C. Compliance with the Federal Clean Air Act: (a) Provide air quality studies that may have been done for the Project; and (b) if the Project is in a nonattainment area or attainment area subject to a maintenance plan; (i) provide a summary of the estimated emissions (in tons per year) that are expected from both the construction and operation of the Project for each federal criteria pollutant in a nonattainment or maintenance area, and indicate if the nonattainment designation is moderate, serious, or severe (if applicable); (ii) if emissions are above the federal de minimis levels, but the Project is sized to meet only the needs of current population projections that are used in the approved State Implementation Plan for air quality, quantitatively indicate how the proposed capacity increase was calculated using population projections.
- D. Compliance with the Coastal Zone Management Act: Identify whether the Project is within a coastal zone and the status of any coordination with the California Coastal Commission.
- E. Protection of Wetlands: Identify any portion of the proposed Project area that should be evaluated for wetlands or United States waters delineation by the United States Army

Corps of Engineers (USACE), or requires a permit from the USACE, and identify the status of coordination with the USACE.

- F. Compliance with the Farmland Protection Policy Act: Identify whether the Project will result in the conversion of farmland. State the status of farmland (Prime, Unique, or Local and Statewide Importance) in the Project area and determine if this area is under a Williamson Act Contract.
- G. Compliance with the Migratory Bird Treaty Act: List any birds protected under this act that may be impacted by the Project and identify conservation measures to minimize impacts.
- H. Compliance with the Flood Plain Management Act: Identify whether or not the Project is in a Flood Management Zone and include a copy of the Federal Emergency Management Agency (FEMA) flood zone maps for the area.
- I. Compliance with the Wild and Scenic Rivers Act: Identify whether or not any Wild and Scenic Rivers would be potentially impacted by the Project and include conservation measures to minimize such impacts.

Following are specific comments on the District's draft IS/MND:

- 1. It is not clear if the Project will result in any changes to the effluent water quality or quantity. On page 1, the discharge from Union Sanitary District's Alvarado Wastewater Treatment Plant is described as receiving full secondary treatment before conveyance to the East Bay Discharger's Authority (EBDA) for discharge into San Francisco Bay. Will there be any changes to the treatment of the effluent due to the Project? In the hydrology and water quality section, please clarify and explain if the Project will result in any changes to the effluent water quality and/or quantity being sent to the EBDA. 3-1
- 2. In Mitigation Measure BIO-1, the 100 foot buffer for pre-construction nesting bird surveys is inadequate to mitigate for nesting raptors. Increase the survey buffer from 100 feet to 250 feet surrounding the proposed construction area. 3-2

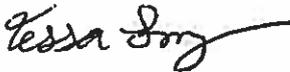
Following are specific comments on the District's draft IS/MND if pursuing funding from the State Water Board:

- 3. On page 58, you discuss building four new Project facilities within the 100 year flood plain. The current analysis is not adequate to determine, "a less than significant impact relative to impeding or redirecting flood flows relative to CEQA-plus requirements" (page 58). Please provide further analysis or coordinate with FEMA or your local floodplain administrator to confirm this impact determination. 3-3

Please provide us with the following documents applicable to the proposed Project following the District's CEQA process: (1) one copy of the draft and final IS/MND, (2) the resolution adopting the IS/MND and making CEQA findings, (3) all comments received during the review period and the District's response to those comments, (4) the adopted Mitigation Monitoring and Reporting Program, and (5) the Notice of Determination filed with the Alameda County Clerk and the Governor's Office of Planning and Research, State Clearinghouse. We would appreciate notices of any hearings or meetings held regarding environmental review of any projects to be funded by the State Water Board. 3-4

Thank you for the opportunity to review the District's draft IS/MND. If you have any questions or concerns, please feel free to contact me at (916) 341-5686 or by email at Tessa.lenz@waterboards.ca.gov.

Sincerely,



Tessa Lenz
Environmental Scientist

Enclosures (3):

1. Clean Water State Revolving Fund Environmental Review Requirements
2. Quick Reference Guide to CEQA Requirements for State Revolving Fund Loans
3. Basic Criteria for Cultural Resources Reports

cc: State Clearinghouse
(Re: SCH# 2019029099)
P.O. Box 3044
Sacramento, CA 95812-3044

bcc: Brian Cary, Division of Financial Assistance
Tessa Lenz, Division of Financial Assistance

Letter State Water Resources Control Board
3 Tessa Lenz, Environmental Scientist
Response March 8, 2019

3-1 The Project is a replacement and upgrade to the WWTP's standby power facilities, will not affect the plant's liquid and solids treatment processes, and will not result in any changes in effluent quality or quantity being sent to EBDA. See Section 3.

3-2 Jim Martin, Project biologist, discussed your comment with you on April 2. See Section 3 and 4 for your recommended change to the survey buffer.

3-3 According to the FEMA flood map, the WWTP site is within Zone AE of the 100 year flood plain where the base flood elevation is 10 feet above mean sea level (msl). Page 58 of the IS/MND indicated new above-ground Project structures would have a surface area of about 17,760 square feet and when compared to the 33-acre WWTP site, the Project would have a less than significant impact relative to impeding or re-directing flood flows.

Further discussions were held with Brown and Caldwell, the design engineer, to respond to this comment. New above-ground facilities and equipment include the new Standby Power Building, areas for fuel and battery storage, and new Substation No. 2. The Standby Power Building will be the only structure and the other Project components will be located on pads. The top-of-pad elevations for the new standby power Project facilities will be 9.5 feet above msl, which is similar to other existing WWTP buildings at the same elevation. Flood flows during extreme flooding events can intrude into these type of facilities and will not obstruct flows. As concluded in the IS/MND, there would be a less than significant impact relative to impeding or re-directing flood flows within the WWTP or more broadly within the 100-year flood plain.

3-4 All requested documents will be forwarded to the SWRCB by USD when the CWSRF loan application is submitted.



DIRECTORS

AZIZ AKBARI
JAMES G. GUNTHER
JUDY C. HUANG
PAUL SETHY
JOHN H. WEED

43885 SOUTH GRIMMER BOULEVARD • FREMONT, CALIFORNIA 94538
(510) 668-4200 • FAX (510) 770-1793 • www.acwd.org

Letter 4

MANAGEMENT

ROBERT SHAVER
General Manager
STEVEN D. INN
Water Resources
STEVE PETERSON
Operations and Maintenance
ED STEVENSON
Engineering and Technology Services
JONATHAN WUNDERLICH
Finance

March 19, 2019

Kevin Chun
Union Sanitary District
5072 Benson Road
Union City, CA 94587-2508

Dear Mr. Chun:

Subject: Notice of Intent to Adopt an Initial Study/Mitigated Negative Declaration for Union Sanitary District's Standby Power Generation System Upgrade Project located at 5072 Benson Road, Union City, CA

The Alameda County Water District (ACWD) wishes to thank you for the opportunity to comment on the Initial Study and Mitigated Negative Declaration (IS/MND) for Union Sanitary District's (USD) Standby Power Generation System Upgrade Project (Project).

ACWD staff has reviewed the IS/MND and offers the following Comments for your consideration:

- 1. Groundwater Well Protection/Destruction: ACWD has identified several monitoring wells and some abandoned water wells within the Project area. In order to protect the groundwater basin, each well located within the property must be in compliance with ACWD Ordinance No. 2010-01. If the well is to remain, a letter so indicating must be sent to ACWD and will require a permit for inactive classification if the well will not be used for a period of twelve (12) months. In addition, any abandoned wells located within the project area must be properly destroyed prior to construction activities. 4-1
- 2. Hazardous Materials: Cal Engineering and Geology (CE&G) completed an environmental screening of soil at the Project site which included chemical analysis of soil samples for various petroleum hydrocarbons, volatile organic compounds (VOC), and metals. The IS/MND stated that some elevated levels of VOC and arsenic were detected. ACWD requests that the Project proponent provide ACWD with a copy of CE&G's *Environmental Soil Screening Test Results, Standby Generator Building Project* dated December 14, 2018. 4-2



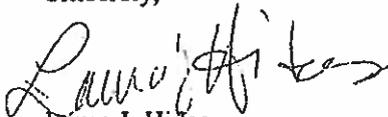
Mr. Kevin Chun
Page 2
March 19, 2019

3. ACWD Contacts: The following ACWD contacts are provided so that the USD staff can coordinate with ACWD as needed during the California Environmental Quality Act (CEQA) process:

- Michelle Myers, Groundwater Resources Manager, at (510) 668-4454 or by email at michelle.myers@acwd.com, for coordination regarding ACWD's groundwater resources.
- Kit Soo, Well Ordinance Supervisor, at (510) 668-4455 or by email at kit.soo@acwd.com, for coordination regarding groundwater wells and drilling permits.

Thank you again for the opportunity to comment on the Notice of Intent to Adopt an Initial Study/Mitigated Negative Declaration for the Standby Power Generation System Upgrade Project.

Sincerely,


Laura J. Hidas
Manager of Water Resources

ec/jm

By E-mail

cc: Michelle Myers, ACWD
Kit Soo, ACWD

Letter Alameda County Water District
4 Laura J. Hidas, Manager of Water Resources
Response March 19, 2019

4-1 The Contractor will comply with ACWD Ordinance No. 2010-01 and requirements for commissioning and decommissioning water wells.

4-2 USD will forward you a copy of CE&G's soil screening report

Section 3

Text Revisions Based on Review Comments

Chapter 3. Discussion of Environmental Checklist

- Page 34. Change the first bullet of Mitigation Measure BIO-1 as follows:

"and surrounding area within a minimum of 100 feet of proposed construction for passerines and 250 feet of proposed construction for raptors."

- Page 36. Replace Mitigation Measure ARCH 6 with the following:

- a. Per the stipulations of the California Health and Safety Code 7050.5(b), the Alameda County Coroner's Office will be contacted immediately.**
- b. The Coroner's Office has two working days in which to examine the identified remains. If the Coroner determines that the remains are Native American, then the Office shall notify the Native American Heritage Commission (NAHC) within 24 hours of the determination.**
- c. Following receipt of the Coroner's Office notice, the NAHC will contact a Most Likely Descendant (MLD). The MLD may, with the permission of the landowner or authorized representative, inspect the site and make recommendations regarding the treatment and/or re-interment of the human remains and any associated grave goods within 48 hours of being granted access to the site.**
- d. Appropriate treatment and disposition of Native American human remains and associated grave goods will be collaboratively determined in consultation between the MLD, the consulting archaeologist, and the landowner or authorized representative. The treatment of human remains may potentially include the preservation, excavation, analysis and/or reburial of those remains and any associated artifacts.**
- e. If the remains are determined not to be Native American, the Coroner, archaeological research team, and USD will collaboratively develop a procedure for the appropriate study, documentation, and ultimate disposition of the historic human remains.**

- Page 57. Change the first sentence of the first paragraph as follows:

The proposed Project will **"not result in any changes in effluent quality or quantity being sent to EBDA and"** will not violate any water quality standards or waste discharge requirements (Criterion J1), ...

Section 4
Mitigation Monitoring and Reporting Plan
(Revised)

MITIGATION MONITORING AND REPORTING PLAN

The following mitigation measures shall be implemented to reduce the impact to less than significant levels:

Potential Impact	Mitigation Measure	Responsibility	Action	Completion Date
<p>D. Biological Resources</p> <p>D1. Impact to Special-Status Species</p>	<p>BIO-1. Adequate measures shall be taken to avoid inadvertent take of bird nests protected under the federal Migratory Bird Treaty Act and State Fish and Game Code when in active use. This shall be accomplished by taking the following steps.</p> <ul style="list-style-type: none"> • If initial construction is proposed during the nesting season (February 1 to August 31), a focused survey for nesting raptors and other migratory birds shall be conducted by a qualified biologist within 7 days prior to the onset of construction in order to determine whether any active nests are present in the APE and surrounding area. The survey shall extend a minimum of 100 feet of proposed construction for passerines and 250 feet of proposed construction for raptors. The survey shall be reconducted any time construction has been delayed or curtailed for more than 7 days during the nesting season. • If no active nests are identified during the construction survey period, or development is initiated during the non-breeding season (September 1 to January 31), construction may proceed with no restrictions. • If bird nests are found, an adequate setback shall be established around the nest location and construction activities restricted within this no-disturbance zone until the qualified biologist has confirmed that any young birds have fledged and are able to function outside the nest location. Required setback distances for the no-disturbance zone shall be based on input received from the CDFW, and may vary depending on species and sensitivity to disturbance. As necessary, the no-disturbance zone shall be fenced with temporary orange construction fencing if construction is to be initiated elsewhere in the APE. • A report of findings shall be prepared by the qualified biologist and submitted to the District for review and approval prior to initiation of construction during the nesting season (February 1 to August 31). The report shall either confirm absence of any active nests or 	<p>Contractor* USD</p> <p>*Hire qualified biologist</p>	<p>Conduct pre-construction survey</p>	<p>Prior to start of construction</p>

Potential Impact	Mitigation Measure	Responsibility	Action	Completion Date
E. Cultural Resources	should confirm that any young are located within a designated no-disturbance zone and construction can proceed. No report of findings is required if construction is initiated during the non-nesting season (September 1 to January 31) and continues uninterrupted according to the above criteria.			
E1-E4. Impact to historic, archaeological, and paleontological resources and disturbed or redeposited human remains	ARCH 1: Once the Project's construction plan has been finalized, an archaeologist shall be retained to develop and implement a monitoring and reporting plan.	Contractor/ USD* *hire qualified archaeologist	Develop plan	Prior to construction
	ARCH 2: An archaeologist shall be retained to prepare an archaeological "Alert Sheet" which will be distributed to the construction crew. A brief, on-site education session with the construction crew shall be conducted. The Alert Sheet will identify the procedures to be followed in the event of accidental discovery of historic, archaeological, or paleontological resources in compliance with the California Health and Safety Code and the Public Resources Code.	Contractor/ USD	Prepare "Alert Sheet," have session	Prior to start of construction
	ARCH 3: Soils emerging from pile driving within the engine generation building site shall be intermittently inspected by an on-site archaeologist.	Contractor USD	Spot monitoring	During pile driving excavation
	ARCH 4: Archaeological monitoring shall occur during excavation of the western portion of the engine generator building site.	Contractor USD	Monitoring during excavation of western portion of site	During construction
	ARCH 5: If an archaeological deposit is found—whether archaeologist identifies an intact and potentially significant archaeological resource, he or she shall develop a treatment plan in consultation with the Union Sanitary District, the SWRCB, tribal representatives (in the event of a prehistoric site) and the State Historic Preservation Officer (SHPO). This plan would likely entail a program of systematic data recovery in which cultural materials are documented and removed.	Contractor USD	Develop treatment plan	During construction
	ARCH 6: If human remains are encountered, the following procedures will be implemented: a. Per the stipulations of the California Health and Safety Code 7050.5(b), the Alameda County Coroner's Office will be contacted immediately. b. The Coroner's Office has two working days in which to examine the identified remains. If the Coroner determines that the remains are	Contractor USD	Follow requirements of Health and Safety Code	During construction

Potential Impact	Mitigation Measure	Responsibility	Action	Completion Date
	<p>Native American, then the Office shall notify the Native American Heritage Commission (NAHC) within 24 hours of the determination.</p> <p>c. Following receipt of the Coroner's Office notice, the NAHC will contact a Most Likely Descendant (MLD). The MLD may, with the permission of the landowner or authorized representative, inspect the site and make recommendations regarding the treatment and/or re-interment of the human remains and any associated grave goods within 48 hours of being granted access to the site.</p> <p>d. Appropriate treatment and disposition of Native American human remains and associated grave goods will be collaboratively determined in consultation between the MLD, the consulting archaeologist, and the landowner or authorized representative. The treatment of human remains may potentially include the preservation, excavation, analysis and/or reburial of those remains and any associated artifacts.</p> <p>e. If the remains are determined not to be Native American, the Coroner, archaeological research team, and USD will collaboratively develop a procedure for the appropriate study, documentation, and ultimate disposition of the historic human remains.</p>			
<p>M. Noise</p> <p>M1, M3. Impact of equipment operation to ambient and average daily noise levels and local standards</p>	<p>Mitigation Measure NOI-1. The Standby Power Building envelope shall be constructed of sound-attenuating materials equivalent to a STC 37. Recommendations include the following:</p> <ul style="list-style-type: none"> • The walls and roof would be upgraded or augmented modular/prefabricated panel system, if available, or a more traditional framing system. • Depending on location/orientation of doors, they will likely need to be gasketed. • Depending on size and location, ventilation openings will also require sound attenuation measures with an effective sound insertion loss between 30 and 30 dB (A-weighted). This could be achieved by common sound attenuators including one or more of the following: <ul style="list-style-type: none"> – A duct silencer or bank of silencers (typically 10 to 30 dB sound insertion loss) – Acoustical louvers (typically 10 to 15 dB sound insertion loss) 	<p>USD</p>	<p>Require design to include</p>	<p>During design and construction</p>

Potential Impact	Mitigation Measure	Responsibility	Action	Completion Date
	<p>– Duct/plenum internally lined with acoustical insulation (typically 5 to 20 dB sound insertion loss)</p> <p>Mitigation Measure NOI-2. At each exhaust pipe of the engine exhaust systems a muffler shall be installed to provide an effective sound insertion loss of 35 dB (A-weighted).</p> <p>Mitigation Measure NOI-3. Place exhaust fans behind noise barrier screen walls or locate within the building and ducted to the outdoor ventilation openings through similar sound attenuating measures described in NOI-1 for each ventilation opening. A minimum 15 dB (A-weighted) of effective sound insertion loss would be needed to reduce exhaust fan discharge noise.</p> <p>Mitigation Measure NOI-4. Install outdoor HVAC units behind a noise barrier screen wall that a) will be at least two feet taller than the units, b) will be solid with no gaps, c) have a minimum surface weight of three pounds per square foot, d) constructed with a surface that is sound absorbing, which can be achieved with prefabricated insulated metal panels or a traditional solid wall with an applied sound absorbing finish.</p> <p>Mitigation Measure NOI-5. Complete an updated noise analysis during the Project's design phase when the equipment selections and designs are finalized in order to confirm the details of necessary noise mitigation.</p>	USD	Require design to include	During design and construction
	<p>Mitigation Measure NOI-6. Limit construction activities with the highest potential to produce significant vibration (e.g., such as a vibratory roller) to the least sensitive daytime hours. Residences within 500 feet of the Project site shall be notified once (in writing) of the proposed construction schedule before construction activities commence.</p>	USD/Contractor	Notify adjacent property owners, limit use of construction equipment with high vibration generation	Prior to and during construction
M2. Impact of construction and operational groundborne vibration on adjacent land uses	<p>Mitigation Measure NOI-7. Insulate vibration-generating generators and mechanical equipment using spring isolation mounts and hangers per the American Society of Heating, Refrigerating and Air Conditioning Engineers guidelines.</p>	USD/Contractor	Require design to include	During design and construction
M4. Impact of construction activity on ambient noise levels and neighboring land	<p>Mitigation Measure NOI-8. To reduce potential noise impact from construction-related activities, the following measures shall be employed:</p> <ul style="list-style-type: none"> • Properly muffle and maintain all construction equipment powered by internal combustion 	USD/Contractor	Condition Contract Documents, implement during	Prior to and during construction

Potential Impact	Mitigation Measure	Responsibility	Action	Completion Date
uses	<p>engines</p> <ul style="list-style-type: none"> • Prohibit unnecessary idling of combustion engines • Locate all stationary noise-generating construction equipment such as air compressors as far as practical from existing nearby residences and other noise-sensitive land uses. Such equipment shall also be acoustically shielded. • Select quiet construction equipment, particularly air compressors, whenever possible. Fit motorized equipment with proper mufflers in good working order. • Residences within 500 feet of the Project site shall be notified once (in writing) of the proposed construction schedule before construction activities commence (see Mitigation Measure NOI-6). • The Contractor shall designate a Project Liaison responsible for responding to any local complaints about construction noise. The disturbance coordinator shall determine the cause of any noise complaint (e.g., starting too early, bad muffler, etc.) and shall require that reasonable measures be implemented to correct the problem. A telephone number for the disturbance coordinator shall be posted at the construction site. 		construction	



Gavin Newsom
Governor

STATE OF CALIFORNIA
Governor's Office of Planning and Research
State Clearinghouse and Planning Unit



Kate Gordon
Director

March 21, 2019

Kevin Chun
Union Sanitary District
5072 Benson Road
Fremont, CA 94587

Subject: Standby Power Generation System Upgrade Project
SCH#: 2019029099

Dear Kevin Chun:

The State Clearinghouse submitted the above named MND to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on 3/20/2019, and the comments from the responding agency (ies) is (are) available on the CEQA database for your retrieval and use. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

Check the CEQA database for submitted comments for use in preparing your final environmental document: <https://ceqanet.opr.ca.gov/2019029099> . Should you need more information or clarification of the comments, **we recommend that you contact the commenting agency directly.**

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan
Director, State Clearinghouse

cc: Resources Agency

NATIVE AMERICAN HERITAGE COMMISSION
Cultural and Environmental Department
1550 Harbor Blvd., Suite 100
West Sacramento, CA 95691
Phone (916) 373-3710
Email: nahc@nahc.ca.gov
Website: <http://www.nahc.ca.gov>



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Governor's Office of Planning & Research

MAR 07 2019

STATE CLEARINGHOUSE

February 28, 2019

Kevin Chun
Union Sanitary District
5072 Benson Road
Union City, CA 94587

RE: SCH# 2019029099, Standby Power Generation System Upgrade Project, City of Union City; Alameda County

Dear Mr. Chun:

The Native American Heritage Commission (NAHC) has reviewed the Mitigated Negative Declaration prepared for the above referenced project. The review included the Introduction and Project Description; and the Environmental Checklist, section E Cultural Resources and section F, Tribal Cultural Resources, prepared by Scheidegger & Associates/ Archaeo-Tec for the Union Sanitary District. We have the following concern(s):

1. The Most Likely Descendant process and timeline in the Cultural Resources section of the Environmental Checklist are incorrect. Please refer to Health and Public Resources Code § 5097.98 for the correct process and timeline.

Agencies should be aware that AB 52 does not preclude them from initiating tribal consultation with tribes that are traditionally and culturally affiliated with their jurisdictions before the timeframes provided in AB 52. For that reason, we urge you to continue to request Native American Tribal Consultation Lists and Sacred Lands File searches from the NAHC. The request forms can be found online at: <http://nahc.ca.gov/resources/forms/>. Additional information regarding AB 52 can be found online at http://nahc.ca.gov/wp-content/uploads/2015/10/AB52TribalConsultation_CalEPAPDF.pdf, entitled "Tribal Consultation Under AB 52: Requirements and Best Practices".

The NAHC recommends lead agencies consult with all California Native American tribes that are traditionally and culturally affiliated with the geographic area of your proposed project as early as possible in order to avoid inadvertent discoveries of Native American human remains and best protect tribal cultural resources.

A brief summary of portions of AB 52 and SB 18 as well as the NAHC's recommendations for conducting cultural resources assessments is also attached.

If you have any questions, please contact me at my email address: gayle.totton@nahc.ca.gov.

Sincerely,

Gayle Totton, B.S., M.A., Ph. D
Associate Governmental Program Analyst

Attachment
cc: State Clearinghouse

The California Environmental Quality Act (CEQA)¹, specifically Public Resources Code §21084.1, states that a project that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment.² If there is substantial evidence, in light of the whole record before a lead agency, that a project may have a significant effect on the environment, an environmental impact report (EIR) shall be prepared.³ In order to determine whether a project will cause a substantial adverse change in the significance of a historical resource, a lead agency will need to determine whether there are historical resources with the area of project effect (APE).

CEQA was amended in 2014 by Assembly Bill 52. (AB 52).⁴ **AB 52 applies to any project for which a notice of preparation or a notice of negative declaration or mitigated negative declaration is filed on or after July 1, 2015.** AB 52 created a separate category for "tribal cultural resources"⁵, that now includes "a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment."⁶ Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource.⁷ Your project may also be subject to **Senate Bill 18 (SB 18)** (Burton, Chapter 905, Statutes of 2004), Government Code §65352.3, if it also involves the adoption of or amendment to a general plan or a specific plan, or the designation or proposed designation of open space. **Both SB 18 and AB 52 have tribal consultation requirements.** Additionally, if your project is also subject to the federal National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (NEPA), the tribal consultation requirements of Section 106 of the National Historic Preservation Act of 1966⁸ may also apply.

Consult your legal counsel about compliance with AB 52 and SB 18 as well as compliance with any other applicable laws.

Pertinent Statutory Information:

Under AB 52:

AB 52 has added to CEQA the additional requirements listed below, along with many other requirements:

Within fourteen (14) days of determining that an application for a project is complete or of a decision by a public agency to undertake a project, a **lead agency** shall provide formal notification to a designated contact of, or tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice.

A **lead agency** shall begin the consultation process within 30 days of receiving a request for consultation from a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project.⁹ and **prior to the release of a negative declaration, mitigated negative declaration or environmental impact report.** For purposes of AB 52, "consultation shall have the same meaning as provided in Gov. Code §65352.4 (SB 18)."¹⁰

The following topics of consultation, if a tribe requests to discuss them, are mandatory topics of consultation:

- a. Alternatives to the project.
- b. Recommended mitigation measures.
- c. Significant effects.¹¹

1. The following topics are discretionary topics of consultation:

- a. Type of environmental review necessary.
- b. Significance of the tribal cultural resources.
- c. Significance of the project's impacts on tribal cultural resources.

If necessary, project alternatives or appropriate measures for preservation or mitigation that the tribe may recommend to the lead agency.¹²

With some exceptions, any information, including but not limited to, the location, description, and use of tribal cultural resources submitted by a California Native American tribe during the environmental review process **shall not be included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, consistent with Government Code §6254 (r) and §6254.10.** Any information submitted by a California Native American tribe during the consultation or environmental review process shall be published in a confidential appendix to the environmental document unless the tribe that provided the information consents, in writing, to the disclosure of some or all of the information to the public.¹³

If a project may have a significant impact on a tribal cultural resource, **the lead agency's environmental document shall discuss both of the following:**

- a. Whether the proposed project has a significant impact on an identified tribal cultural resource.

¹ Pub. Resources Code § 21000 et seq.

² Pub. Resources Code § 21084.1; Cal. Code Regs., tit.14, § 15064.5 (b); CEQA Guidelines Section 15064.5 (b)

³ Pub. Resources Code § 21080 (d); Cal. Code Regs., tit. 14, § 15064 subd.(a)(1); CEQA Guidelines § 15064 (a)(1)

⁴ Government Code 65352.3

⁵ Pub. Resources Code § 21074

⁶ Pub. Resources Code § 21084.2

⁷ Pub. Resources Code § 21084.3 (a)

⁸ 154 U.S.C. 300101, 36 C.F.R. § 800 et seq.

⁹ Pub. Resources Code § 21080.3.1, subds. (d) and (e)

¹⁰ Pub. Resources Code § 21080.3.1 (b)

¹¹ Pub. Resources Code § 21080.3.2 (a)

¹² Pub. Resources Code § 21080.3.2 (a)

¹³ Pub. Resources Code § 21082.3 (c)(1)

- b. Whether feasible alternatives or mitigation measures, including those measures that may be agreed to pursuant to Public Resources Code §21082.3, subdivision (a), avoid or substantially lessen the impact on the identified tribal cultural resource.¹⁴

Consultation with a tribe shall be considered concluded when either of the following occurs:

- a. The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource; or
- b. A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached.¹⁵

Any mitigation measures agreed upon in the consultation conducted pursuant to Public Resources Code §21080.3.2 **shall be recommended for inclusion in the environmental document and in an adopted mitigation monitoring and reporting program**, if determined to avoid or lessen the impact pursuant to Public Resources Code §21082.3, subdivision (b), paragraph 2, and shall be fully enforceable.¹⁶

If mitigation measures recommended by the staff of the lead agency as a result of the consultation process are not included in the environmental document or if there are no agreed upon mitigation measures at the conclusion of consultation, or if consultation does not occur, and if substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource, **the lead agency shall consider feasible mitigation** pursuant to Public Resources Code §21084.3 (b).¹⁷

An environmental impact report **may not be certified**, nor may a mitigated negative declaration or a negative declaration be adopted unless one of the following occurs:

- a. The consultation process between the tribes and the lead agency has occurred as provided in Public Resources Code §21080.3.1 and §21080.3.2 and concluded pursuant to Public Resources Code §21080.3.2.
- b. The tribe that requested consultation failed to provide comments to the lead agency or otherwise failed to engage in the consultation process.
- c. The lead agency provided notice of the project to the tribe in compliance with Public Resources Code §21080.3.1 (d) and the tribe failed to request consultation within 30 days.¹⁸

This process should be documented in the Tribal Cultural Resources section of your environmental document.

Under SB 18:

Government Code §65352.3 (a) (1) requires consultation with Native Americans on general plan proposals for the purposes of "preserving or mitigating impacts to places, features, and objects described §5097.9 and §5091.993 of the Public Resources Code that are located within the city or county's jurisdiction. Government Code §65560 (a), (b), and (c) provides for consultation with Native American tribes on the open-space element of a county or city general plan for the purposes of protecting places, features, and objects described in Public Resources Code §5097.9 and §5097.993.

- SB 18 applies to **local governments** and requires them to contact, provide notice to, refer plans to, and consult with tribes prior to the adoption or amendment of a general plan or a specific plan, or the designation of open space. Local governments should consult the Governor's Office of Planning and Research's "Tribal Consultation Guidelines," which can be found online at: https://www.opr.ca.gov/docs/09_14_05_Updated_Guidelines_922.pdf
- **Tribal Consultation:** If a local government considers a proposal to adopt or amend a general plan or a specific plan, or to designate open space it is required to contact the appropriate tribes identified by the NAHC by requesting a "Tribal Consultation List." If a tribe, once contacted, requests consultation the local government must consult with the tribe on the plan proposal. **A tribe has 90 days from the date of receipt of notification to request consultation unless a shorter timeframe has been agreed to by the tribe.**¹⁹
- **There is no Statutory Time Limit on Tribal Consultation under the law.**
- **Confidentiality:** Consistent with the guidelines developed and adopted by the Office of Planning and Research,²⁰ the city or county shall protect the confidentiality of the information concerning the specific identity, location, character, and use of places, features and objects described in Public Resources Code §5097.9 and §5097.993 that are within the city's or county's jurisdiction.²¹
- **Conclusion Tribal Consultation:** Consultation should be concluded at the point in which:
 - The parties to the consultation come to a mutual agreement concerning the appropriate measures for preservation or mitigation; or
 - Either the local government or the tribe, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached concerning the appropriate measures of preservation or mitigation.²²

NAHC Recommendations for Cultural Resources Assessments:

- Contact the NAHC for:

¹⁴ Pub. Resources Code § 21082.3 (b)

¹⁵ Pub. Resources Code § 21080.3.2 (b)

¹⁶ Pub. Resources Code § 21082.3 (a)

¹⁷ Pub. Resources Code § 21082.3 (e)

¹⁸ Pub. Resources Code § 21082.3 (d)

¹⁹ (Gov. Code § 65352.3 (a)(2)).

²⁰ pursuant to Gov. Code section 65040.2,

²¹ (Gov. Code § 65352.3 (b))

²² (Tribal Consultation Guidelines, Governor's Office of Planning and Research (2005) at p. 18).

- A Sacred Lands File search. Remember that tribes do not always record their sacred sites in the Sacred Lands File, nor are they required to do so. A Sacred Lands File search is not a substitute for consultation with tribes that are traditionally and culturally affiliated with the geographic area of the project's APE.
- A Native American Tribal Contact List of appropriate tribes for consultation concerning the project site and to assist in planning for avoidance, preservation in place, or, failing both, mitigation measures.
 - The request form can be found at <http://nahc.ca.gov/resources/forms/>.
- Contact the appropriate regional California Historical Research Information System (CHRIS) Center (http://ohp.parks.ca.gov/?page_id=1068) for an archaeological records search. The records search will determine:
 - If part or the entire APE has been previously surveyed for cultural resources.
 - If any known cultural resources have been already recorded on or adjacent to the APE.
 - If the probability is low, moderate, or high that cultural resources are located in the APE.
 - If a survey is required to determine whether previously unrecorded cultural resources are present.
- If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey.
 - The final report containing site forms, site significance, and mitigation measures should be submitted immediately to the planning department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum and not be made available for public disclosure.
 - The final written report should be submitted within 3 months after work has been completed to the appropriate regional CHRIS center.

Examples of Mitigation Measures That May Be Considered to Avoid or Minimize Significant Adverse Impacts to Tribal Cultural Resources:

- Avoidance and preservation of the resources in place, including, but not limited to:
 - Planning and construction to avoid the resources and protect the cultural and natural context.
 - Planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.
- Treating the resource with culturally appropriate dignity, taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:
 - Protecting the cultural character and integrity of the resource.
 - Protecting the traditional use of the resource.
 - Protecting the confidentiality of the resource.
- Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.
- Please note that a federally recognized California Native American tribe or a non-federally recognized California Native American tribe that is on the contact list maintained by the NAHC to protect a California prehistoric, archaeological, cultural, spiritual, or ceremonial place may acquire and hold conservation easements if the conservation easement is voluntarily conveyed.²³
- Please note that it is the policy of the state that Native American remains and associated grave artifacts shall be repatriated.²⁴

The lack of surface evidence of archaeological resources (including tribal cultural resources) does not preclude their subsurface existence.

- Lead agencies should include in their mitigation and monitoring reporting program plan provisions for the identification and evaluation of inadvertently discovered archaeological resources.²⁵ In areas of identified archaeological sensitivity, a certified archaeologist and a culturally affiliated Native American with knowledge of cultural resources should monitor all ground-disturbing activities.
- Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the disposition of recovered cultural items that are not burial associated in consultation with culturally affiliated Native Americans.
- Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the treatment and disposition of inadvertently discovered Native American human remains. Health and Safety Code section 7050.5, Public Resources Code §5097.98, and Cal. Code Regs., tit. 14, §15064.5, subdivisions (d) and (e) (CEQA Guidelines §15064.5, subds. (d) and (e)) address the processes to be followed in the event of an inadvertent discovery of any Native American human remains and associated grave goods in a location other than a dedicated cemetery.

²³ (Civ. Code § 815.3 (c))

²⁴ (Pub. Resources Code § 5097 991).

²⁵ per Cal. Code Regs., tit. 14, section 15064.5(f) (CEQA Guidelines section 15064.5(f)).



State Water Resources Control Board

Kevin Chun
Union Sanitary District
5072 Benson Road
Fremont, CA 94587

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Governor's Office of Planning & Research

MAR 08 2019

STATE CLEARINGHOUSE

Dear Mr. Chun:

INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION (IS/MND) FOR UNION SANITARY DISTRICT (DISTRICT); STANDBY POWER GENERATION SYSTEM UPGRADE (PROJECT); ALAMEDA COUNTY; STATE CLEARINGHOUSE NO. 2019029099

We understand that the District may be pursuing Clean Water State Revolving Fund (CWSRF) financing for this Project (CWSRF No. C-06-8498-110). As a funding agency and a state agency with jurisdiction by law to preserve, enhance, and restore the quality of California's water resources, the State Water Resources Control Board (State Water Board) is providing the following information on the IS/MND to be prepared for the Project.

The State Water Board, Division of Financial Assistance, is responsible for administering the CWSRF Program. The primary purpose for the CWSRF Program is to implement the Clean Water Act and various state laws by providing financial assistance for wastewater treatment facilities necessary to prevent water pollution, recycle water, correct nonpoint source and storm drainage pollution problems, provide for estuary enhancement, and thereby protect and promote health, safety and welfare of the inhabitants of the state.

The CWSRF Program is partially funded by the United States Environmental Protection Agency and requires additional "California Environmental Quality Act (CEQA)-Plus" environmental documentation and review. Three enclosures are included that further explain the CWSRF Program environmental review process and the additional federal requirements. For the complete environmental application package please visit: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/srf_forms.shtml. The State Water Board is required to consult directly with agencies responsible for implementing federal environmental laws and regulations. Any environmental issues raised by federal agencies or their representatives will need to be resolved prior to the State Water Board approval of a CWSRF financing commitment for the proposed Project. For further information on the CWSRF Program, please contact Mr. Brian Cary, at (916) 449-5624.

It is important to note that prior to a CWSRF financing commitment, projects are subject to provisions of the Federal Endangered Species Act (ESA), and must obtain Section 7 clearance from the United States Department of the Interior, Fish and Wildlife Service (USFWS), and/or the United States Department of Commerce National Oceanic and Atmospheric Administration, National Marine Fisheries Service (NMFS) for any potential effects to special-status species.

Please be advised that the State Water Board will consult with the USFWS, and/or the NMFS regarding all federal special-status species that the Project has the potential to impact if the

FELICIA MARCUS, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

Project is to be financed by the CWSRF Program. The District will need to identify whether the Project will involve any direct effects from construction activities, or indirect effects such as growth inducement, that may affect federally listed threatened, endangered, or candidate species that are known, or have a potential to occur in the Project site, in the surrounding areas, or in the service area, and to identify applicable conservation measures to reduce such effects.

In addition, CWSRF projects must comply with federal laws pertaining to cultural resources, specifically Section 106 of the National Historic Preservation Act (Section 106). The State Water Board has responsibility for ensuring compliance with Section 106, and must consult directly with the California State Historic Preservation Officer (SHPO). SHPO consultation is initiated when sufficient information is provided by the CWSRF applicant. If the District decides to pursue CWSRF financing, please retain a consultant that meets the Secretary of the Interior's Professional Qualifications Standards (http://www.nps.gov/history/local-law/arch_stnds_9.htm) to prepare a Section 106 compliance report.

Note that the District will need to identify the Area of Potential Effects (APE), including construction and staging areas, and the depth of any excavation. The APE is three-dimensional and includes all areas that may be affected by the Project. The APE includes the surface area and extends below ground to the depth of any Project excavations. The records search request should extend to a ½-mile beyond project APE. The appropriate area varies for different projects but should be drawn large enough to provide information on what types of sites may exist in the vicinity.

Other federal environmental requirements pertinent to the Project under the CWSRF Program include the following (for a complete list of all federal requirements please visit: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/forms/application_environmental_package.pdf):

- A. An alternative analysis discussing environmental impacts of the Project in either the CEQA document (IS/MND) or in a separate report.
- B. A public meeting or hearing for adoption/certification of all environmental documents, except for those with little to no environmental impacts.
- C. Compliance with the Federal Clean Air Act: (a) Provide air quality studies that may have been done for the Project; and (b) if the Project is in a nonattainment area or attainment area subject to a maintenance plan; (i) provide a summary of the estimated emissions (in tons per year) that are expected from both the construction and operation of the Project for each federal criteria pollutant in a nonattainment or maintenance area, and indicate if the nonattainment designation is moderate, serious, or severe (if applicable); (ii) if emissions are above the federal de minimis levels, but the Project is sized to meet only the needs of current population projections that are used in the approved State Implementation Plan for air quality, quantitatively indicate how the proposed capacity increase was calculated using population projections.
- D. Compliance with the Coastal Zone Management Act: Identify whether the Project is within a coastal zone and the status of any coordination with the California Coastal Commission.
- E. Protection of Wetlands: Identify any portion of the proposed Project area that should be evaluated for wetlands or United States waters delineation by the United States Army

Corps of Engineers (USACE), or requires a permit from the USACE, and identify the status of coordination with the USACE.

- F. Compliance with the Farmland Protection Policy Act: Identify whether the Project will result in the conversion of farmland. State the status of farmland (Prime, Unique, or Local and Statewide Importance) in the Project area and determine if this area is under a Williamson Act Contract.
- G. Compliance with the Migratory Bird Treaty Act: List any birds protected under this act that may be impacted by the Project and identify conservation measures to minimize impacts.
- H. Compliance with the Flood Plain Management Act: Identify whether or not the Project is in a Flood Management Zone and include a copy of the Federal Emergency Management Agency (FEMA) flood zone maps for the area.
- I. Compliance with the Wild and Scenic Rivers Act: Identify whether or not any Wild and Scenic Rivers would be potentially impacted by the Project and include conservation measures to minimize such impacts.

Following are specific comments on the District's draft IS/MND:

- 1. It is not clear if the Project will result in any changes to the effluent water quality or quantity. On page 1, the discharge from Union Sanitary District's Alvarado Wastewater Treatment Plant is described as receiving full secondary treatment before conveyance to the East Bay Discharger's Authority (EBDA) for discharge into San Francisco Bay. Will there be any changes to the treatment of the effluent due to the Project? In the hydrology and water quality section, please clarify and explain if the Project will result in any changes to the effluent water quality and/or quantity being sent to the EBDA.
- 2. In Mitigation Measure BIO-1, the 100 foot buffer for pre-construction nesting bird surveys is inadequate to mitigate for nesting raptors. Increase the survey buffer from 100 feet to 250 feet surrounding the proposed construction area.

Following are specific comments on the District's draft IS/MND if pursuing funding from the State Water Board:

- 3. On page 58, you discuss building four new Project facilities within the 100 year flood plain. The current analysis is not adequate to determine, "a less than significant impact relative to impeding or redirecting flood flows relative to CEQA-plus requirements" (page 58). Please provide further analysis or coordinate with FEMA or your local floodplain administrator to confirm this impact determination.

Please provide us with the following documents applicable to the proposed Project following the District's CEQA process: (1) one copy of the draft and final IS/MND, (2) the resolution adopting the IS/MND and making CEQA findings, (3) all comments received during the review period and the District's response to those comments, (4) the adopted Mitigation Monitoring and Reporting Program, and (5) the Notice of Determination filed with the Alameda County Clerk and the Governor's Office of Planning and Research, State Clearinghouse. We would appreciate notices of any hearings or meetings held regarding environmental review of any projects to be funded by the State Water Board.

Thank you for the opportunity to review the District's draft IS/MND. If you have any questions or concerns, please feel free to contact me at (916) 341-5686 or by email at Tessa.lenz@waterboards.ca.gov.

Sincerely,



Tessa Lenz
Environmental Scientist

Enclosures (3):

1. Clean Water State Revolving Fund Environmental Review Requirements
2. Quick Reference Guide to CEQA Requirements for State Revolving Fund Loans
3. Basic Criteria for Cultural Resources Reports

cc: State Clearinghouse
(Re: SCH# 2019029099)
P.O. Box 3044
Sacramento, CA 95812-3044

bcc: Brian Cary, Division of Financial Assistance
Tessa Lenz, Division of Financial Assistance

GUIDELINES FOR APPLICANTS AND THEIR CONSULTANTS ON PREPARING HISTORIC PROPERTY IDENTIFICATION REPORTS FOR THE CLEAN AND DRINKING WATER STATE REVOLVING FUND (SRF) PROGRAMS

All applicants seeking Clean Water or Drinking Water SRF financing for construction projects from the State Water Resources Control Board (State Water Board), Division of Financial Assistance (DFA), must comply with both California Environmental Quality Act (CEQA) and the federal cross-cutting regulations. CEQA requires public agencies to assess the impacts of their projects on historical resources. In addition to CEQA, Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended (Section 106), requires federal agencies to take into account the effects of their undertakings on historic properties and afford the Advisory Council on Historic Preservation a reasonable opportunity to comment on such undertakings. (Tip: “undertaking” is a NHPA term equivalent to “project” in CEQA). A historic property is a prehistoric or historic district, site, building, structure, or object that is eligible for or listed on the National Register of Historic Places (NRHP).

The State Water Board administers the SRF Programs. The SRF Programs are partially funded by annual capitalization grants from the United States Environmental Protection Agency (USEPA). Issuance of SRF funds by the State Water Board is considered equivalent to a federal action, thereby necessitating compliance with Section 106. The USEPA has delegated lead agency responsibility to the State Water Board for carrying out the requirements of Section 106.

The State Water Board requires the applicant to provide a complete environmental package with their financial assistance application. The Historic Property Identification Report (HPIR) is key to showing a reasonable and good faith effort was made to identify historic properties. The State Water Board uses this report to make NRHP eligibility determinations and to support the State Water Board’s finding of effect for the undertaking. Documentation of concluded consultation with the State Historic Preservation Officer (SHPO) is required to illustrate compliance with NHPA. The HPIR is part of the State Water Board’s submittal to the SHPO.

SHPO CONSULTATION

The State Water Board is responsible for SHPO consultation. Submit two hard copies of the final HPIR to the State Water Board. One hard copy of the report will be submitted to the SHPO as part of the State Water Board’s consultation package and one will be kept on file.

BEFORE HIRING A CULTURAL RESOURCES CONSULTANT

If you think your project may not have the potential to cause effects to historic properties, contact DFA, Senior Cultural Resources Officer (CRO) before contracting a cultural resources consultant. This decision is based on the nature of the undertaking, not on the presence or absence of cultural resources. If the State Water Board determines the undertaking does not have the potential to cause effects, no further study is required. Projects like this would likely involve no ground disturbance and be exempt under CEQA (e.g. replacing standard meters with AMR meters or re-coating tank interiors).

If the CRO determines that the undertaking is a type of activity that has the potential to cause effects, an HPIR will be required, even if the project is exempt from CEQA. Many applicants

may have already had a cultural resources report completed for CEQA compliance. Those reports may be used to partially fulfill the requirements of Section 106. Be aware that cultural resources reports written for CEQA assessments often need to be revised or supplemented with additional information to meet NHPA requirements, especially when resources are present in the project footprint (called the area of potential effects [APE] in NHPA).

PROFESSIONAL QUALIFICATION STANDARDS

The HPIR must be prepared by a Principal Investigator(s) who meets the Secretary of the Interior's Standards for Professional Qualifications (SIPQS; 62 FR 33708-33723) in the discipline most relevant to the resource types likely to be in the study area. For example, if the undertaking is located in a city center, a qualified architectural historian may be most appropriate. On the other hand, if an undertaking is located in an area that may have Native American archaeological sites, a qualified archaeologist should be employed. Some undertakings may require more than one expertise. The SIPQS is available at <https://www.gpo.gov/fdsys/pkg/FR-1997-06-20/pdf/97-16168.pdf>.

The report must be attributed to an author and the author must summarize their SIPQS in the report. It is important to note that a graduate degree in the appropriate field and a year full-time experience as a supervisor is required (62 FR 33708-33723). Using unqualified personnel for fieldwork is not acceptable unless accompanied in the field by a SIPQS supervisor.

HISTORIC PROPERTIES IDENTIFICATION REPORT CONTENTS

To comply with NHPA and assist applicants and their consultants, the DFA has prepared these guidelines to help expedite the review and consultation process. Reports not meeting these guidelines will be returned to the applicant for revision.

The HPIR should be a stand-alone document that includes all supporting documentation in the appendices. If the applicant is using information from more than one cultural report, there should be an accompanying explanation of how they relate. A new map showing the APE with resources from all the reports may need to be produced to tie it all together as one submittal.

The following is an outline of topics that should be included in the HPIR:

Summary of Findings – This is a succinct synopsis of the report findings, located before the Table of Contents. It is an abstract of the report.

Table of Contents and Table and Figure lists- This allows the reviewer to quickly find information they seek and helps speed up the review process.

Undertaking Description – The undertaking description should include the basic purpose and need and a description and location of the work. It does not need to have technical specifications.

Undertaking Vicinity Map – A map showing the undertaking vicinity or an inset map showing the undertaking location in relation to cities and known landmarks should be included in the report.

Area of Potential Effects – The APE must be described in both horizontal and vertical terms (belowground and aboveground elevation) and if applicable, in terms of direct and

indirect effects. The APE should include all components of the undertaking that have the potential to effect cultural resources, such as, construction footprint, staging areas, borrow areas, spoils locations, utility tie-ins, and new access roads. (Tip: If the undertaking is in the early design phase and the exact footprint isn't known, you should start by delineating a "study area", the largest area where work may be done. It is more time efficient to scale a study area down to an APE rather than to add new areas later on.)

When the undertaking has an indirect APE, discuss how that APE was determined. The APE can be contiguous or discontinuous and may be different for different types of resources. Archaeological APEs tend to conform to the area of direct impacts, while architectural APEs may encompass a larger area in consideration of visual effects.

<https://www.nps.gov/nr/publications/bulletins/BOUNDARIES/bound1.htm>

NOTE – When the APE crosses a historic property, the entire property should be included in the APE, because if part of the property is affected, all of the property, either directly or indirectly, is also affected.

APE Map(s) – The APE map is one of the most important pieces of the HPIR. The APE map should show all identified resources from both the records search and the survey. The APE and resources should be depicted on one map. If the APE is large, it should also be depicted on a series of maps at a more detailed scale in areas where recorded resources are in or adjacent to the APE. Detail APE maps are preferred on aerial backgrounds and clearly labeled with APE elements and street names if appropriate. At a minimum, maps must have a north arrow, scale bar, scale text, legend, figure number, and title. Resources should also be labeled. Maps produced in GIS are highly encouraged as are digital record search results.

Natural and Cultural Context – A discussion of the undertaking's prehistoric and historic context should be proportionate to the resources identified. Context aids in identification and is also necessary for evaluation. Provide context that is applicable to the study area and resources identified.

Literature Review – At a minimum, the literature review should include a records search from the appropriate regional Information Center of the California Historical Resources Information System with GIS maps of resources and reports (Hand-drawn records search maps are strongly discouraged). Pre-field research should also include a review of historic-era maps (e.g. General Land Office Survey Plats, USGS topographic quadrangles, Rancho maps, Sanborn Fire Maps, official county maps etc. as appropriate).

Native American and Interested Party Coordination – Contact the Native American Heritage Commission and request a Sacred Lands File search of the study area or APE and a Native American contact list. Send letters to the tribes and other interested parties, such as local historical societies, with the undertaking description, map, and contact information. Use the State Water Board provided [Applicant 106 Template for Tribal Outreach](#) if possible. Follow-up all letters with a phone call or email to make sure the parties received the information and to answer questions and receive comments.

Document all correspondence in a tracking table, like the one provided on our website, and include all correspondence in an appendix to the report. Lack of responses must also be documented.

Field inspection – Tailor the field methodology to the APE conditions and kinds of resources that may be present. Describe the ground visibility, kind of survey, and transect intervals if used. If only part of the APE was surveyed either provide a map of the portion that was surveyed or describe it accurately enough for someone else to map it. Document all potential historic properties on the appropriate Department of Parks Recreation 523 forms.

NRHP Eligibility– Evaluate all prehistoric and historic-era sites, districts, buildings, structures, objects, and sites of religious and cultural significance in the APE that are 50 years old or older, and are potentially significant for the NRHP. A cultural resource is a prehistoric or historic district, site, structure, or object that is at least 50 years old, regardless of historical significance. To qualify as a historic property, it must meet at least one of the four eligibility criteria listed in 36 CFR Section 60.4 and retain sufficient integrity. <https://www.nps.gov/nr/publications/bulletins/nrb15/>

Evaluations by qualified individuals in the appropriate fields must address each of the four criteria and the seven characteristics of integrity for each resource. A concise and rational argument for or against eligibility must be made for each resource. Dismissal without justification or an appropriate level of research is not acceptable.

NOTE: You must evaluate the entire resource, even if only a part of it is in the APE. If that is not feasible for reasons including, lack of access to private property or the scope of the resource is outside the scope of the undertaking, estimated boundaries may be used to set reasonable limits. Boundaries should be based on historic maps or other documentation, and the reasoning behind the estimations explained. Discuss possible solutions with the CRO.

Findings of Significance – For each resource evaluated, apply the four NRHP criteria for evaluation pursuant to 36 CFR Section 60.4 as well as the seven characteristics of integrity. Each of the four criteria must be addressed for all resource types and the integrity discussed.

Appendices – Records Search Appendix: All records search data should be provided, including record search letter, maps of previously recorded resources and surveys, all site records from the record search that are in or adjacent to the APE, and Office of Historic Preservation Archaeological Determinations of Eligibility and Historic Properties Directory printouts. Tribal Outreach Appendix: Include the NAHC Sacred Lands File Search request and NAHC response, letters to and from tribes, copies of email responses from tribes, and a communications log detailing all correspondence including follow-up phone calls.

PRECAUTIONS

The following are common areas where cultural resources reports prepared for CEQA fall short of what is required under Section 106.

- A potential historic property is identified, but not evaluated. A cultural resource is not a historic property until it has been evaluated and found to be historically significant. If a resource is evaluated, it must also be documented on DPR forms.
- Evaluating a portion of a site or district is not acceptable. If an undertaking affects part of a historic property, it affects the whole property. The whole property must be evaluated. There are a few exceptions. If evaluation of a large property isn't feasible, discuss with the CRO.
- The APE is deemed "highly sensitive for buried archaeological sites" and monitoring is recommended as a mitigation. If the APE is highly sensitive for buried sites, additional analysis including sub-surface testing will likely be required. Monitoring may not be used as a substitute for thorough identification efforts.
- "The area has already been disturbed by previous construction" is not a sufficient basis for a "No historic properties affected" recommendation. Disturbance may affect the integrity of a portion of a site, but it doesn't mean the whole site has been destroyed or is not eligible for the NRHP. Documentation is still required to demonstrate that the proposed undertaking will not affect historic properties or other sensitive resources, such as human remains.
- Recommendations are made for Inadvertent discovery procedures pursuant to CEQA instead of Section 106 post-review discovery procedures (See 36 CFR Section 800.13[b]).

CONFIDENTIALITY

HPIRs often contain confidential information about the location of archaeological sites. The Applicant or their consultant must provide the confidential version of the report to the State Water Board. Please do not upload confidential HPIRs to the State Water Board Financial Assistance Applications Submittal Tool (FAAST). Instead, send HPIRs directly to one of the four cultural resources staff listed below that work in the Division of Financial Assistance. Hard copies can be mailed to State Water Resources Control Board, Division of Financial Assistance (Attn: <insert name>) P.O. Box 100 Sacramento CA 95812-0100.

•Wendy Pierce, Senior Cultural Resources Officer (Senior Environmental Planner), at (916) 449-5178, or Wendy.Pierce@Waterboards.ca.gov

•Kevin Marti, Cultural Resources Officer (Associate State Archaeologist) at (916) 341-5167 or email at Kevin.Marti@waterboards.ca.gov

•Johanna Marty, Cultural Resources Officer (Associate State Archaeologist) at (916) 449-5603 or email at Johanna.Marty@waterboards.ca.gov

•Will Norton, Cultural Resources Aide (Scientific Aide), at (916) 341-5739, or email at Will.Norton@Waterboards.ca.gov

STATE WATER RESOURCES CONTROL BOARD,
DIVISION OF FINANCIAL ASSISTANCE

California Environmental Quality Act Requirements

The State Water Resources Control Board (State Water Board) Division of Financial Assistance (DFA) funds wastewater, recycled water, and drinking water infrastructure projects as well as water quality improvement projects using resources from various state grant programs. All applicants seeking grant funds must comply with the California Environmental Quality Act (CEQA) and provide appropriate documents to the State Water Board so that it can fulfill its CEQA responsibilities.

LEAD AGENCY

The applicant is usually the **Lead Agency** and must prepare and circulate an environmental document before approving a project. Only a public agency, such as a local, regional or state government, may be the Lead Agency under CEQA. If a project will be completed by a non-governmental organization, Lead Agency responsibility goes to the first public agency providing discretionary approval for the project. In this situation, the State Water Board may serve as Lead Agency.

RESPONSIBLE AGENCY

Typically, the State Water Board is a **Responsible Agency**. As a Responsible Agency, the State Water Board must make its own findings using information provided by the Lead Agency before funding a project.

STATE WATER BOARD RESPONSIBILITIES

The State Water Board's mission is to preserve, enhance, and restore the quality of California's water resources and drinking water for the protection of the environment, public health, and all beneficial uses, and to ensure their proper allocation and efficient use for the benefit of present and future generations. To fulfill this responsibility, and to carry out obligations as a Responsible Agency under CEQA, the State Water Board must consider the Lead Agency's environmental document before funding a project.

ENVIRONMENTAL REVIEW

The State Water Board's environmental review process must be completed before the State Water Board can approve a project for funding and the project can begin construction.

DOCUMENT REVIEW

The State Water Board would like to review CEQA documents as early as possible. Applicants are encouraged to consult with agency staff during development of CEQA documents if considering applying for funding from DFA. Potential applicants should consider sending their environmental documents to DFA, Environmental Section during the CEQA public review period. This way, any environmental concerns the State Water Board has about the project can be addressed early in the process.

REQUIRED DOCUMENTS

The Environmental Section within DFA requires the documents listed below to complete the environmental review:

- 1. Draft and Final Environmental Documents** – Environmental Impact Reports, Negative Declarations, Mitigated Negative Declarations, Notice of Exemptions, as appropriate for the project;
- 2. All comments** – that were received during the public review period and the Lead Agency's responses to those comments;
- 3. Adopted Mitigation Monitoring and Reporting Plan** – this is separate from, and in addition to, the identification of mitigation measures in the CEQA document;

4. Resolution/Minutes – these document that the applicant adopted or certified the CEQA document, made CEQA findings, and approved the project;

5. Date-stamped copy of the Notice of Determination or Notice of Exemption – these result after filing of the document with the County Clerk and the Governor's Office of Planning and Research; and

6. Completed Environmental Package – this is a component of the Funding Application.

Once the State Water Board receives all the required documents and determines them to be adequate to make its own findings, the environmental review for the funding application will be completed.

CONTACT INFORMATION

For more information about the State Water Board's environmental review process, please visit our website: https://www.waterboards.ca.gov/water_issues/programs/grants_loans/environmental_requirements.html



ENVIRONMENTAL REVIEW REQUIREMENTS

All applicants for SRF financing must thoroughly analyze the environmental consequences of their project. Applicants must comply with the California Environmental Quality Act (CEQA) and federal cross-cutting authorities as part of the SRF environmental review requirements. All SRF environmental requirements must be met prior to the start of construction activities.

CEQA

The environmental review process used to determine compliance with appropriate state and federal environmental regulations begins with successful completion of CEQA.

Typically, the applicant is the CEQA Lead Agency and must prepare and circulate an environmental document before approving a project. Only a public agency, such as a local, regional, or state government may serve as the Lead Agency under CEQA. If a project will be completed by a non-governmental organization, Lead Agency responsibility goes to the first public agency providing discretionary approval for the project. In these instances, the State Water Board may serve as Lead Agency on behalf of the applicant.

Usually, the State Water Board is a CEQA Responsible Agency, making its own independent findings using information submitted by the Lead Agency prior to approving funding for a project.

The applicant must provide the final, project-specific environmental document, associated reports, and other supporting materials demonstrating compliance with CEQA as part of the application's Environmental Package. **209 of 236**

FEDERAL CROSS-CUTTING AUTHORITIES

In addition to completing CEQA, the applicant must conduct the necessary studies and analyses and prepare documentation demonstrating that the proposed project is in compliance with the federal cross-cutting environmental authorities. As the USEPA designated, "non-federal" state agency representative responsible for consultation with appropriate federal agencies, the State Water Board staff will review materials for compliance with relevant cross-cutters. Staff may require additional studies or documentation to fulfill this obligation. The principal federal authorities that need addressing in the application are:

- Archaeological & Historic Preservation Act
- Clean Air Act
- Coastal Barriers Resources Act
- Coastal Zone Management Act
- Endangered Species Act
- Environmental Justice Executive Order
- Farmland Protection Policy Act
- Fish & Wildlife Conservation Act
- Flood Plain Management
- Magnuson-Stevens Fishery Conservation & Management Act
- Migratory Bird Treaty Act
- National Historic Preservation Act
- Protection of Wetlands
- Rivers & Harbors Act
- Safe Drinking Water Act, Sole Source Aquifer Protection
- Wild & Scenic Rivers Act

Material in this brochure highlights key SRF environmental requirements

OUR SRF PROGRAMS

The State Water Resources Control Board (State Water Board) administers the Clean Water and Drinking Water State Revolving Fund (SRF) Programs to support a wide range of infrastructure projects. The SRF Programs represent a powerful partnership between the State and the United States Environmental Protection Agency (USEPA), who provides partial Program funding. The applicant will need to complete the Environmental Package, which compiles and transmits the necessary environmental documents and supporting information for State Water Board staff to review to determine compliance with state and federal environmental laws and regulations. SRF funds are available for planning and design, as well as construction activities.

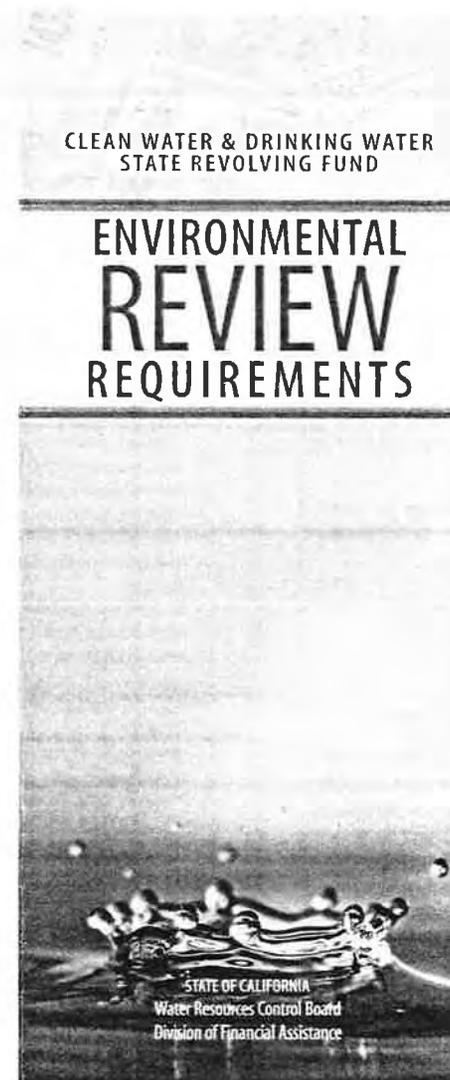
QUESTIONS

The consultation process can be lengthy, especially if the project is expected to affect biological or cultural resources. Please contact your State Water Board Project Manager and/or Environmental Section staff early in the planning process to discuss what environmental information may be needed for your project.

WEBSITE

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/environmental_requirements.html

October 2018 TAGraphics



FEDERAL CROSS-CUTTING AUTHORITIES THAT USUALLY REQUIRE ADDITIONAL STUDIES

KEY PROCEDURAL REQUIREMENTS

Clean Air Act (CAA)

CAA requires federally funded projects to meet the General Conformity requirements and applies in areas where National Ambient Air Quality Standards are not met or in areas that are subject to a maintenance plan.

If project emissions are below the federal "de minimis" levels, then a General Conformity determination is not required.

If project emissions are above the federal "de minimis" levels, then a General Conformity determination must be made.

An air quality modeling analysis may be needed regardless of the attainment status for the following constituents:

- Ozone;
- Carbon monoxide;
- Nitrous oxide;
- Sulfur dioxide;
- Lead; and
- Particulate matter (PM2.5 and PM10).

Commonly, applicants use the California Emissions Estimator Model (CalEEMod) to approximate project related emissions. This model can be downloaded from www.caleemod.com. A user's guide and Frequently Asked Questions document are available at this site as well. Applicants also may want to discuss project impacts with the local air district.

Endangered Species Act (ESA)

ESA, Section 7, requires an assessment of the direct and indirect effects of the project on federally listed species and critical habitat. A biological resources assessment report is required and must include, but is not limited to:

- Recent species and critical habitat lists generated from the US Fish and Wildlife Service's Information for Planning and Consultation online database;
- A recent species list from the National Marine Fisheries Service, if appropriate;
- A recent search of the California Department of Fish and Wildlife's Natural Diversity Database, including appropriate species observation information and maps;
- A field survey performed by a qualified biologist;
- An evaluation (usually presented in table form) of the project's potential to affect federally listed species;
- Special surveys, as appropriate;
- Maps delineating the project area and species occurrence;
- Identification of measures to minimize, and/or avoid impacts; and
- A recommendation on an ESA determination (i.e., "no effect," "may affect, but not likely to adversely affect," or "may affect and is likely to adversely affect").

The State Water Board staff will conduct an independent review of these materials to determine the potential effect of the project on the federally listed species and will make a recommendation to USEPA on how to proceed under ESA, Section 7.

National Historic Preservation Act (NHPA)

NHPA, Section 106, requires an analysis of the effects of the project (or undertaking) on "historic properties." Historic properties (i.e., prehistoric or historic districts, sites, buildings, structures, or objects 50 years or older) are properties that are included in or eligible for inclusion in the National Register of Historic Places. A historic properties identification report (HPIR) must be prepared in accordance with Section 106 requirements by a qualified professional meeting the Secretary of the Interior's Standards in archaeology or history.

Specific requirements of the HPIR include, but are not limited to:

- The project description and a clearly defined area of potential effects (APE), specifying length, width, and depth of excavation, with a labeled map;
- A recent Information Center records search extending to half-mile beyond the project APE;
- Background research (e.g., old USGS maps, ethnographic records, historical records, etc.);
- Documentation of outreach to the Native American Heritage Commission, appropriate Tribes, historical societies, and interested parties;
- Detailed description of survey methods and findings; and
- Identification and evaluation of cultural resources within the APE.

Cultural resources reports prepared for CEQA may be used, but often require more information.

Environmental Alternatives Analysis

SRF regulations require that an explanation of the alternatives considered for the project and the rationale for selection of the chosen project alternative be prepared and that it assess the environmental impacts of each alternative. Known as the environmental alternative analysis, this information can be included in the project engineering report, the CEQA document, or a technical memorandum. The environmental alternative analysis must include the following:

- Range of feasible alternatives, including a "no project/no action" alternative;
- Comparative analysis among the alternatives that discusses direct, indirect, and cumulative, beneficial and adverse environmental impacts on the existing and future environment, as well as sensitive environmental issues; and
- Appropriate mitigation measures to address impacts.

Public Participation

SRF regulations also require adequate opportunity for the public, responsible agencies, and trustee state agencies under CEQA to review and comment on the project. All projects, except those with little to no environmental impacts (namely, CEQA exempt projects), must hold a public hearing or meeting to approve the CEQA document(s). The CEQA process includes public noticing opportunities, but other public meetings may be needed to meet the federal requirements. The applicant will be asked to provide the date(s) of when such meeting(s) were held for the project as part of the environmental review.

Notice of Determination

Appendix D

To:

Office of Planning and Research
U.S. Mail: Street Address:
P.O. Box 3044 1400 Tenth Street, Rm 113
Sacramento, CA 95812-3044 Sacramento, CA 95814

From:

Public Agency: Union Sanitary District
Address: 5072 Benson Road
Union City, CA 94587
Contact: Kevin Chun
Phone: (510) 477-7608

County Clerk

County of: Alameda
Address: 1106 Madison Street, First Floor
Oakland, CA 94607

Lead Agency (if different from above):

Address: _____
Contact: _____
Phone: _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2019029099

Project Title: Standby Power Generation System Upgrade Project

Project Applicant: Union Sanitary District

Project Location (include county): Alvarado WWTP, Union City, Alameda County

Project Description: The Project will replace six existing standby engine generators in a new building containing two new minimum rated 3.5 megawatt (MW) standby engine generators, with room for two future engine generators, and associated electrical equipment; aboveground diesel fuel storage; a future battery storage area; a new electrical substation with electrical connection to new generators; and demolition of selected structures and equipment at the Alvarado Wastewater Treatment Plant (WWTP). These improvements will serve to replace aging standby generators and auxiliary equipment and to adequately supply reliable standby power to existing plant electrical loads for peak demand periods and to facilitate future standby power improvements.

This is to advise that the Union Sanitary District has approved the above
 Lead Agency or Responsible Agency

described project on October 14, 2019 and has made the following determinations regarding the above
(Date)

described project:

1. The project [will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [was was not] adopted for this project.
5. A Statement of Overriding Considerations [was was not] adopted for this project.
6. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to the General Public at:

Union Sanitary District, 5072 Benson Road, Union City, CA 94587

Signature (Public Agency) _____ Title _____

Date _____ Date Received for filing at OPR _____

RESOLUTION NO. _____

ADOPT THE MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PLAN FOR THE STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT AND APPROVE THE STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT AS DEFINED IN THE MITIGATED NEGATIVE DECLARATION

WHEREAS, the Union Sanitary District (the “District”) has prepared and distributed for comment the Initial Study and Mitigated Negative Declaration (the “IS/MND”) of potential environmental impacts of the Standby Power Generation System Upgrade Project (the “Project”); and

WHEREAS, the District provided a public comment period from February 19, 2019 through March 20, 2019 and conducted a public hearing on March 11, 2019; and

WHEREAS, the Mitigated Negative Declaration was noticed in accordance with Title 14, California Code of Regulations, Sections 15072 and 15105; and

WHEREAS, the District received written comments from four parties and prepared a Response Document to address the comments; and

WHEREAS, although the proposed Project could have a significant effect on the environment, mitigation measures included in the IS/MND would reduce all of the impacts to a less than significant level.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Union Sanitary District that:

1. The Board hereby makes the following findings and determinations with respect to the Standby Power Generation System Upgrade Project Mitigated Negative Declaration, as amended by the Response Document (MND):
 - a. The Board has reviewed and considered the draft MND, comments received during the public review period, and the District’s written responses to any comments prior to acting on the project.
 - b. The revisions to the MND in response to comments constitute clarifying or amplifying revisions or insignificant modifications, under CEQA Guidelines Section 15073.5, and no recirculation of the MND is required.
 - c. The MND adequately describes the environmental impacts of the Project. On the basis of the whole record before it, the Board finds that there is no substantial evidence that the project, as mitigated, will have a significant effect on the environment.

- d. The MND has been completed in compliance with CEQA and the CEQA Guidelines.
- e. The MND is complete and adequate and reflects the Board's independent judgment and analysis as to the environmental effects of the Project.
2. The Board hereby adopts the MND for the proposed Standby Power Generation System Upgrade Project and hereby approves the Standby Power Generation System Upgrade Project.
3. The Board hereby adopts the Mitigation Monitoring and Reporting Program included in the IS/MND, which is incorporated herein by reference.
4. The Board directs staff to file a notice of determination with the County Clerk of Alameda County.
5. Pursuant to CEQA Guidelines section 15091(e), the documents and other materials that constitute the record of proceedings upon which the Board of Directors has based its recommendations are located in and may be obtained from, the Office of the Union Sanitary District at 5072 Benson Road, Union City, 94587. The Board Clerk is the custodian of records for all matters before the Board.

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Union Sanitary District, in Alameda County, California, held on the 14th day of October 2019.

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

JENNIFER TOY
President, Board of Directors
Union Sanitary District

PAT KITE
Secretary, Board of Directors
Union Sanitary District

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
172499	10/3/2019	170	761520190926	PACIFIC GAS AND ELECTRIC	SERV TO 09/25/19 NEWARK PS	\$21,797.86	\$272,632.85
	10/3/2019	110	170120190912		SERV TO 08/22/2019 PLANT	\$250,834.99	
172442	9/26/2019	110	9051	SYNAGRO WEST LLC	JULY 2019 BIOSOLIDS DISPOSAL	\$75,153.73	\$75,153.73
172434	9/26/2019	110	1387243	POLYDYNE INC	44,720 LBS CLARIFLOC C-6267	\$49,782.05	\$49,703.00
	9/26/2019	110	1386341		CREDIT: INV 1362278 - 43,120 LBS CLARIFLOC WE-539	\$-5,877.66	
	9/26/2019	110	1382102		42,540 LBS CLARIFLOC WE-539	\$5,798.61	
172470	10/3/2019	143	180056	CAROLLO ENGINEERS	PRIMARY DIGESTER NO. 2 REHABILITATION	\$38,331.28	\$40,742.07
	10/3/2019	143	180395		TREATMENT PLANT IT NETWORK MASTER PLAN	\$1,712.24	
	10/3/2019	143	179770		DIGESTER NO. 3 INSP & REHAB	\$698.55	
172504	10/3/2019	143	27273	RMC WATER AND ENVIRONMENT	USD PLANT MASTER PLAN	\$39,760.55	\$39,760.55
172341	9/19/2019	173	10333433978	DELL MARKETING LP C/O DELL USA	FY20 Q1 LAPTOPS	\$12,213.84	\$37,511.41
	9/19/2019	173	10332321732		FY20 Q1 DESKTOPS	\$25,297.57	
172330	9/19/2019	143	11351063	BROWN & CALDWELL CONSULTANTS	EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$416.12	\$29,303.91
	9/19/2019	143	11350916		EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$7,533.82	
	9/19/2019	143	11351278		PRIMARY DIGESTER NO. 7	\$21,353.97	
172451	9/26/2019	132	30149	WILEY PRICE & RADULOVICH LLP	LABOR & EMPLOYMENT LAW FEES	\$25,548.49	\$25,548.49
172346	9/19/2019	110	904129854	EVOQUA WATER TECHNOLOGIES	4425 GALS HYDROGEN PEROXIDE	\$23,553.73	\$23,553.73

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

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172487	10/3/2019	110	9017647539	KEMIRA WATER SOLUTIONS INC	47.660 LBS FERROUS CHLORIDE	\$7,497.37	\$22,419.21
	10/3/2019	110	9017647386		47,280 LBS FERROUS CHLORIDE	\$7,451.82	
	10/3/2019	110	9017647387		46,780 LBS FERROUS CHLORIDE	\$7,470.02	
172381	9/19/2019	110	959557	UNIVAR SOLUTIONS	4799.4 GALS SODIUM HYPOCHLORITE	\$3,466.97	\$21,182.78
	9/19/2019	111	959283		15 DRUMS HYDROCHLORIC ACID	\$3,704.06	
	9/19/2019	110	958417		4900.4 GALS SODIUM HYPOCHLORITE	\$3,539.92	
	9/19/2019	110	958955		4797.8 GALS SODIUM HYPOCHLORITE	\$3,465.81	
	9/19/2019	110	959715		4898.8 GALS SODIUM HYPOCHLORITE	\$3,538.77	
	9/19/2019	110	959280		4799.8 GALS SODIUM HYPOCHLORITE	\$3,467.25	
172496	10/3/2019	150	59219	NACWA	FY2020MEMBERSHIP DUES (10/1/19 - 9/30/20)	\$20,120.00	\$20,120.00
172383	9/19/2019		533620190822	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - AUG 2019	\$19,973.81	\$19,973.81
172478	10/3/2019	170	243443	FRANK A OLSEN COMPANY	CB1 AND IPS NEW ROTORKS	\$19,039.85	\$19,039.85
172474	10/3/2019		3611982C	DELTA DENTAL SERVICE	SEPTEMBER 2019 DENTAL	\$14,548.40	\$16,566.26
	10/3/2019		3611982A		SEPTEMBER 2019 DENTAL	\$2,017.86	
172452	9/26/2019	143	167014	WOODARD & CURRAN INC	NEWARK BASIN MASTER PLAN/PACP UPDATE	\$12,096.50	\$16,519.00
	9/26/2019	143	166827		CONTROL BOX NO. 1 IMPROVEMENTS	\$4,422.50	

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

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172513	10/3/2019	110	961006	UNIVAR SOLUTIONS	4899.2 GALS SODIUM HYPOCHLORITE	\$3,539.05	\$14,790.73
	10/3/2019	110	962106		4900 GALS SODIUM HYPOCHLORITE	\$3,539.64	
	10/3/2019	110	961476		4899.5 GALS SODIUM HYPOCHLORITE	\$3,539.27	
	10/3/2019	110	961008		4898.3 GALS SODIUM HYPOCHLORITE	\$3,538.41	
	10/3/2019	111	961876		200 GALS SULFURIC ACID 36%	\$634.36	
172355	9/19/2019	143	W8X99300003	JACOBS ENGINEERING GROUP, INC	PUMP STATIONS ODOR CONTROL STUDY	\$13,542.00	\$13,542.00
172477	10/3/2019	110	904155457	EVOQUA WATER TECHNOLOGIES	2500 GALS HYDROGEN PEROXIDE	\$13,307.19	\$13,307.19
172332	9/19/2019	150	244471	BURKE, WILLIAMS & SORENSON LLP	FORCE MAIN RELOCAITON - JULY 2019	\$1,834.56	\$11,607.44
	9/19/2019	150	244472		EBDA - JULY 2019	\$1,048.32	
	9/19/2019	143	244476		CIP - JULY 2019	\$1,539.72	
	9/19/2019	150	244475		GENERAL LEGAL - JULY 2019	\$6,234.80	
	9/19/2019	143	244474		ALVARADO PS - JULY 2019	\$950.04	
172391	9/26/2019	110	4071037120190920	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 09/18/19-BENSON ROAD	\$1,368.57	\$11,272.85
	9/26/2019		4071038120190920		SERV TO: 09/19/19-BENSON ROAD	\$104.94	
	9/26/2019	110	4071036120190920		SERV TO: 09/18/19-BENSON ROAD	\$9,799.34	
172360	9/19/2019	110	9017645929	KEMIRA WATER SOLUTIONS INC	47,120 LBS FERROUS CHLORIDE	\$7,542.91	\$7,542.91
172402	9/26/2019	143	179981	CAROLLO ENGINEERS	WAS THICKENERS	\$7,188.06	\$7,188.06
172420	9/26/2019	110	9017646576	KEMIRA WATER SOLUTIONS INC	45,080 LBS FERROUS CHLORIDE	\$7,060.10	\$7,060.10

**UNION SANITARY DISTRICT
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09/14/2019-10/04/2019**

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172446	9/26/2019	110	960008	UNIVAR SOLUTIONS	4699.4 GALS SODIUM HYPOCHLORITE	\$3,394.73	\$6,861.34
	9/26/2019	110	960167		4798.9 GALS SODIUM HYPOCHLORITE	\$3,466.61	
172454	10/3/2019	143	21051197	ABC IMAGING, INC	PRIMARY DIGESTER NO. 7	\$5,867.94	\$6,609.46
	10/3/2019	143	21059166		AD: CALCIUM THIOSULFATE CHEMICAL TANK	\$741.52	
172517	10/3/2019	143	167133	WOODARD & CURRAN INC	HEADWORKS SCREEN NO. 3	\$5,218.25	\$5,218.25
172453	10/3/2019		68793	3T EQUIPMENT COMPANY INC	7 PIPE PATCH KITS WINTER	\$5,004.60	\$5,004.60
172327	9/19/2019	173	1328715	BMC SOFTWARE INC	FOOTPRINTS RENEWAL	\$4,886.25	\$4,886.25
172436	9/26/2019	171	1875647001	R&B COMPANY	1 BOLT RATCHET WRENCH	\$119.17	\$4,847.21
	9/26/2019	170	1851357001		1 - 8" CAMLOCK 45 ELL MALE X FEMALE CAM	\$4,155.14	
	9/26/2019	121	1852544001		12 - SDR 26 WYES, ELBOWS	\$572.90	
172369	9/19/2019	121	141421	MUNICIPAL MAINT EQUIPMENT INC	WASH DOWN GUN & ANTI BLAST NOZZLE	\$4,393.82	\$4,665.46
	9/19/2019	121	141194		WASH DOWN GUN & ANTI BLAST NOZZLE	\$271.64	
172403	9/26/2019	143	689940CH006	CH2M HILL INC	ODOR CONTROL ALTERNATIVES STUDY	\$4,559.45	\$4,559.45
172385	9/19/2019	171	4058407	WESTERN ENERGY SYSTEMS	LABOR TO INSTALL MAIN SEALS ON ENGINE 2	\$1,362.05	\$4,252.05
	9/19/2019	171	4059698		LABOT FOR INSTALLING MAIN SEAL ON ENGINE 1	\$2,890.00	
172502	10/3/2019	134	117707	R-2 ENGINEERING INC	PUMP PARTS	\$4,160.40	\$4,160.40
172488	10/3/2019	171	347869	KLEEN BLAST ABRASIVES	1 EA BLAST POT	\$3,863.20	\$3,863.20

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

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172480	10/3/2019	122	9278840039	GRAINGER INC	ASTD PARTS & MATERIALS	\$167.22	\$3,860.13
	10/3/2019	170	9278488557		3 ADAPTER SETS	\$46.03	
	10/3/2019		9277689437		60 PAIRS SAFETY GLASSES	\$167.92	
	10/3/2019	120	9277301744		6 CORDLESS WORK LIGHTS WITH ACCESSORIES	\$994.95	
	10/3/2019		9275322320		40 PKS DISPOSABLE GLOVES	\$273.06	
	10/3/2019		9275822923		ASTD PARTS & MATERIALS	\$1,001.07	
	10/3/2019	120	9276201457		1 EA FLOWMETER TURBINE	\$1,209.88	
172439	9/26/2019	110	19090533	S&S TRUCKING	GRIT HAULING 08/29/2019	\$741.45	\$3,816.06
	9/26/2019	110	19090309		GRIT HAULING 08/19, 08/22, 08/26/2019	\$2,324.61	
	9/26/2019	110	19090648		GRIT BIN RENTAL 09/01/2019	\$750.00	
172337	9/19/2019	121	3463	COMMERCIALTRANSPORTATION SVCS	DEFENSIVE DRIVER TRAINING	\$3,803.67	\$3,803.67
172455	10/3/2019	171	2000263578	AECOM TECHNICAL SERVICES INC	HAZMAT CONSULTING SERVICES	\$3,759.36	\$3,759.36

**UNION SANITARY DISTRICT
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09/14/2019-10/04/2019**

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172414	9/26/2019		9268692093	GRAINGER INC	ASTD PARTS & MATERIALS	\$428.78	\$3,693.94
	9/26/2019		9271117112		ASTD JOBBERS BITS	\$109.87	
	9/26/2019	111	9270583090		1 TONGUE & GROOVE PLIER SET	\$80.56	
	9/26/2019	170	9265090663		2 MINIATURE LIMIT SWITCHES	\$130.76	
	9/26/2019	122	9271559230		1 PK DISPOSABLE RESPIRATORS	\$43.04	
	9/26/2019	170	9265757519		ASTD PARTS & MATERIALS	\$74.65	
	9/26/2019	122	9271559222		3 PR COATED GLOVES	\$7.81	
	9/26/2019		9266159707		6 PR KNEE PADS	\$129.53	
	9/26/2019	170	9268686020		1 HAND HELD DOPPLER METER	\$2,663.45	
	9/26/2019	122	9270440044		ASTD PARTS & MATERIALS	\$25.49	
172387	9/26/2019		68778	3T EQUIPMENT COMPANY INC	5 PIPE PATCH KITS WINTER	\$3,685.83	\$3,685.83
172333	9/19/2019		20190918	STATE OF CALIFORNIA	SALES & USE TAX 08/01/19 - 08/31/19	\$3,671.68	\$3,671.68
172500	10/3/2019	111	104564	PIIAN SYSTEMS LLC	6 5-GAL ODOR NEUTRALIZERS	\$3,670.01	\$3,670.01
172431	9/26/2019	170	013720190912	PACIFIC GAS AND ELECTRIC	SERV TO 09/05/19 BOYCE RD PS	\$3,637.04	\$3,657.41
	9/26/2019	170	140120190912		SERV TO 09/04/19 IRVINGTON PS	\$20.37	
172388	9/26/2019	150	58114	ABACUS PRODUCTS INC	USD LOGO SWEATSHIRTS FOR EMPLOYEE RECOGNITION	\$2,778.07	\$3,600.02
	9/26/2019	150	58129		USD LOGO SWEATSHIRTS FOR EMPLOYEE RECOGNITION	\$821.95	

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

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172384	9/19/2019	113	8087425114	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$74.10	\$3,370.98
	9/19/2019	113	8087434840		LAB SUPPLIES	\$243.02	
	9/19/2019	134	8087482181		LAB SUPPLIES	\$1,826.97	
	9/19/2019	134	8087482180		LAB SUPPLIES	\$317.59	
	9/19/2019	113	8087477441		LAB SUPPLIES	\$909.30	
172426	9/26/2019		9183	MAUNG LWIN	REFUND # 22362	\$3,300.00	\$3,300.00
172475	10/3/2019		9994	DISCOUNT PLUMBING & ROOTER CO	REFUND # 22374	\$3,300.00	\$3,300.00
172515	10/3/2019		807492434	VISION SERVICE PLAN - CA	OCT 2019 VISION STMT	\$3,195.94	\$3,239.72
	10/3/2019		807492436		OCT 2019 VISION STMT	\$43.78	
172324	9/19/2019	121	16431	BAYSCAPE LANDSCAPE MANAGEMENT	LANDSCAPE MAINTENANCE SERVICES - AUG 2019	\$3,120.00	\$3,120.00
172405	9/26/2019		1232935	CLEAR EDGE FILTRATION INC	GBT PARTS	\$3,079.66	\$3,079.66
172425	9/26/2019		20190919	MARCO LOPEZ	COMPUTER NOTE	\$3,073.44	\$3,073.44
172344	9/19/2019	113	1183675	ENTHALPY ANALYTICAL LLC	42 LAB SAMPLE ANALYSIS	\$465.00	\$2,995.00
	9/19/2019	113	1183651		61 LAB SAMPLE ANALYSIS	\$1,225.00	
	9/19/2019	113	1184277		34 LAB SAMPLE ANALYSIS	\$380.00	
	9/19/2019	113	1183653		60 LAB SAMPLE ANALYSIS	\$710.00	
	9/19/2019	113	1184633		11 LAB SAMPLE ANALYSIS	\$215.00	
172457	10/3/2019	171	5208435	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$1,168.44	\$2,835.60
	10/3/2019		5215034		5 SURE-LITE LED EMERGENCY LIGHTS	\$1,667.16	

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

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172491	10/3/2019	173	19053	LOOKINGPOINT INC	10 ADDITIONAL PHONE SYSTEM LICENSES	\$2,832.00	\$2,832.00
172393	9/26/2019	170	5214700	ALL INDUSTRIAL ELECTRIC SUPPLY	4 ELECTOMECHANICAL RELAYS	\$242.45	\$2,516.59
	9/26/2019	170	5214101		REPAIR WESTINGHOUSE IQ ANALYZER	\$82.31	
	9/26/2019	170	5214701		ASTD PARTS & MATERIALS	\$363.80	
	9/26/2019	170	5214785		BUILDING 70 OUTLET FOR TEMP AC UNIT	\$1,828.03	
172348	9/19/2019		10403	FRANK BONETTI PLUMBING, INC.	REFUND # 22353	\$2,500.00	\$2,500.00
172349	9/19/2019		9735	CITY OF FREMONT	REFUND # 22352	\$2,500.00	\$2,500.00
172358	9/19/2019	143	2936	KBL ASSOCIATES	PORTABLE VFD	\$2,500.00	\$2,500.00
172511	10/3/2019		9451	SUMMERHILL HOMES LLC	REFUND # 22377	\$2,500.00	\$2,500.00
172329	9/19/2019	121	977846	BRENNTAG PACIFIC INC	5128 LBS SODIUM HYDROXIDE	\$1,423.07	\$2,137.86
	9/19/2019	121	977845		2564 LBS SODIUM HYDROXIDE	\$714.79	
172378	9/19/2019	134	722360814801	STAPLES CONTRACT & COMMERCIAL	JANITORIAL & BREAK ROOM SUPPLIES	\$358.58	\$2,130.00
	9/19/2019	134	722288157801		JANITORIAL & BREAK ROOM SUPPLIES	\$613.43	
	9/19/2019		722232799211		CREDIT: INV 722232799201 - LIQUID SOAP	\$-60.35	
	9/19/2019	134	722279908801		OFFICE AND JANITORIAL SUPPLIES	\$1,218.34	
172514	10/3/2019		9838514782	VERIZON WIRELESS	WIRELESS SERV 08/21/2019 - 09/20/2019	\$2,097.23	\$2,097.23
172406	9/26/2019	173	87756802	COLORADO WASHINGTON INC COMCAS	FIBER INTERNET BACKUP - SEP 2019	\$2,004.87	\$2,004.87

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

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172418	9/26/2019	141	BXPM801	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - SEPT 2019	\$407.93	\$1,901.57
	9/26/2019	173	201953947		DATA/MEDIA OFF-SITE STORAGE - AUG 2019	\$300.00	
	9/26/2019	141	BXTJ512		OFF-SITE STORAGE AND SERVICE - SEPT 2019	\$1,193.64	
172482	10/3/2019		11630174	HACH COMPANY	5 PROBE CAPS	\$1,278.59	\$1,853.62
	10/3/2019	134	11628581		2 EA CHLORINE PACKS	\$575.03	
172364	9/19/2019	123	15575530	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$1,134.05	\$1,853.49
	9/19/2019	122	15943481		CHAIN LINK FENCING ASTD SUPPLIES	\$719.44	
172321	9/19/2019	170	5214431	ALL INDUSTRIAL ELECTRIC SUPPLY	PORTABLE SCRUBBER STARTER CONTROLS	\$1,705.77	\$1,815.52
	9/19/2019	170	5214368		ASTD PARTS & MATERIALS	\$46.80	
	9/19/2019	170	5214224		1 C-H H2005B-3 HEATER	\$62.95	
172471	10/3/2019	173	TWR1546	CDW GOVERNMENT LLC	5 ADDITIONAL VISIO LICENSES	\$129.00	\$1,733.40
	10/3/2019	173	TVR0511		RSA SECURITY MANAGER ANNUAL SUPPORT	\$1,604.40	
172395	9/26/2019	121	12634	AMERICAN DISCOUNT SECURITY	08/01/19 - 08/30/19 GUARD AT DISTRICT GATE	\$1,638.00	\$1,638.00

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

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172352	9/19/2019	170	9260969879	GRAINGER INC	2 MINIATURE LIMIT SWITCHES	\$285.39	\$1,620.67
	9/19/2019	170	9261332176		1 CONDUIT	\$271.11	
	9/19/2019		9264106676		ASTD PARTS & MATERIALS	\$395.22	
	9/19/2019	171	9260969887		ASTD PARTS & MATERIALS	\$314.95	
	9/19/2019	170	9263670706		HARDWARE TOOLS & EQUIPMENT	\$107.74	
	9/19/2019	111	9258640425		1 FLASHLIGHT	\$62.49	
	9/19/2019	170	9261700778		2 EA RELAYS	\$27.96	
	9/19/2019		9261991591		ASTD PARTS & MATERIALS	\$155.81	
172323	9/19/2019	173	1908050783	AVEPOINT PUBLIC SECTOR INC	EXCHAGNE AND OFFICE 365 DATA MIGRATION	\$1,500.00	\$1,500.00
172481	10/3/2019	170	94717920	H & E EQUIPMENT SERVICES INC	ARTICULATING BOOM LIFT RENTAL - 8/29 - 9/5/19	\$1,493.44	\$1,493.44
172326	9/19/2019	144	14049251	BLAISDELL'S	1 INCLINE SORTER	\$21.94	\$1,483.43
	9/19/2019	170	14062230		ASTD OFFICE SUPPLIES	\$33.02	
	9/19/2019		14011090		ASTD PAPER	\$290.27	
	9/19/2019	170	14055220		5 BINDERS	\$14.41	
	9/19/2019	113	14062110		3 PRINTER CARTRIDGES	\$1,123.79	
172508	10/3/2019	110	19091336	S&S TRUCKING	GRIT HAULING 09/03 & 09/05/2019	\$1,464.45	\$1,464.45
172501	10/3/2019	170	267908	QED ENVIRONMENTAL SYSTEMS INC	COGEN GEM 5000 CALIBRATION	\$1,455.50	\$1,455.50
172340	9/19/2019		20190825	DALE HARDWARE INC	08/19 - ASTD PARTS & MATERIALS	\$1,260.02	\$1,394.79
	9/19/2019		339701		ASTD PAINT SUPPLIES	\$134.77	

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

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172419	9/26/2019	113	35024069	KELLY SERVICES INC	TEMP LABOR-THACH, P. WK ENDING 09/01/19	\$1,381.60	\$1,381.60
172417	9/26/2019	132	200613667	IEDA INC	LABOR RELATIONS CONSULTING SEPT 2019	\$1,334.00	\$1,334.00
172374	9/19/2019	141	54170713	ROBERT HALF INTERNATIONAL INC	TEMP LABOR-RAMACCIOTTI, J. WK ENDING 08/23/19	\$1,312.00	\$1,312.00
172438	9/26/2019	141	54214614	ROBERT HALF INTERNATIONAL INC	TEMP LABOR-RAMACCIOTTI, J. WK ENDING 08/30/19	\$1,312.00	\$1,312.00
172366	9/19/2019	171	1975880	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER SEPT 2019	\$1,245.43	\$1,245.43
172423	9/26/2019	173	18983	LOOKINGPOINT INC	ANNUAL PHONE AND NETWORK SUPPORT - SEPT 2019	\$1,225.00	\$1,225.00
172410	9/26/2019	170	243241	FRANK A OLSEN COMPANY	DIGESTER 2 GAS ISOLATION VALVE	\$1,163.29	\$1,163.29
172429	9/26/2019	170	16149893	MCMASTER SUPPLY INC	6 EA STREAM NOZZLESFOR FIRE-FIGHTING HOSE	\$85.61	\$1,126.88
	9/26/2019		16355204		ASTD PARTS & MATERIALS	\$268.17	
	9/26/2019		15947812		ASTD PARTS & MATERIALS	\$134.59	
	9/26/2019		16694060		ASTD PARTS & MATERIALS	\$453.16	
	9/26/2019	120	16149894		1 OPEN-TOP STORAGE BAG	\$90.43	
	9/26/2019	170	16542192		3 STEEL DIN 3 RAIL	\$66.46	
	9/26/2019	170	16193864		2 FOOD-GRADE HOOKS	\$28.46	
172486	10/3/2019	113	36024955	KELLY SERVICES INC	TEMP LABOR-THACH, P. WK ENDING 09/08/19	\$1,088.01	\$1,088.01
172458	10/3/2019		20190910	AMAZON.COM LLC	09/19 - ASTD OFFICE SUPPLIES	\$1,058.31	\$1,058.31
172334	9/19/2019	113	601989	CALTEST ANALYTICAL LABORATORY	4 LAB SAMPLE ANALYSIS	\$349.20	\$1,057.95
	9/19/2019	113	602122		15 LAB SAMPLE ANALYSIS	\$708.75	

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
172408	9/26/2019	113	1185867	ENTHALPY ANALYTICAL LLC	34 LAB SAMPLE ANALYSIS	\$935.00	\$1,055.00
	9/26/2019	113	1185865		8 LAB SAMPLE ANALYSIS	\$120.00	
172338	9/19/2019	170	20190827	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$1,052.73	\$1,052.73
172505	10/3/2019	141	54272588	ROBERT HALF INTERNATIONAL INC	TEMP LABOR-RAMACCIOTTI, J. WK ENDING 09/06/19	\$1,049.60	\$1,049.60
172467	10/3/2019	121	981629	BRENNTAG PACIFIC INC	3846 LBS SODIUM HYDROXIDE	\$1,031.72	\$1,031.72
172359	9/19/2019	113	34021552	KELLY SERVICES INC	TEMP LABOR-THACH, P. WK ENDING 08/25/19	\$1,018.93	\$1,018.93
172401	9/26/2019	121	979994	BRENNTAG PACIFIC INC	2564 LBS SODIUM HYDROXIDE	\$675.04	\$1,014.11
	9/26/2019	121	979995		1282 LBS SODIUM HYDROXIDE	\$339.07	
172325	9/19/2019	143	81965	BEECHER ENGINEERING	ALVARADO INFLUENT PS PUMPS AND VFDS	\$1,000.00	\$1,000.00
172461	10/3/2019		13606741	AT&T	SERV: 8/10/19 - 9/09/19	\$115.51	\$998.36
	10/3/2019	173	7827640506		SERV: 8/11/19 - 9/10/19	\$882.85	
172390	9/26/2019	170	9964753847	AIRGAS NCN	CYLINDER RENTAL	\$978.40	\$978.40
172319	9/19/2019	121	68760	3T EQUIPMENT COMPANY INC	4-6" SKIDS/ 4-8" SKIDS	\$955.14	\$955.14
172469	10/3/2019	170	21695832	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$895.95	\$895.95
172498	10/3/2019	122	46973	OWEN EQUIPMENT SALES	VACTOR PARTS	\$875.04	\$875.04
172371	9/19/2019	170	898220190909	PACIFIC GAS AND ELECTRIC	SERV TO 09/02/19 FREMONT PS	\$361.85	\$840.23
	9/19/2019	170	666720190909		SERV TO 09/02/19 PASEO PADRE PS	\$416.40	
	9/19/2019	110	892820190909		SERV TO 09/02/19 HAYWARD MARSH	\$61.98	
172468	10/3/2019		4030235473	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$823.45	\$823.45

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
172342	9/19/2019		1416914	DEPARTMENT OF GENERAL SERVICES	SERV: JUL 2019 PLANT	\$811.81	\$811.81
172422	9/26/2019	132	1485596	LIEBERT CASSIDY WHITMORE	LEGAL SVS - CALPERS UNIFORM APPEAL	\$811.00	\$811.00
172456	10/3/2019	170	9092821122	AIRGAS NCN	4 CYL ARGON	\$810.50	\$810.50
172459	10/3/2019		1102234336	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING & RUGS	\$345.63	\$805.20
	10/3/2019	122	1102231412		ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$47.58	
	10/3/2019		1102234350		UNIFORM LAUNDERING SERVICE	\$411.99	
172368	9/19/2019	170	24066891	MOTION INDUSTRIES INC	ASTD NUTS & BOLTS	\$803.88	\$803.88
172433	9/26/2019		20190924	PETTY CASH	PETTY CASH REPLENISHMENT	\$785.24	\$785.24
172510	10/3/2019	150	20191001	JAMES SCHOFIELD	EXP REIMB: ANNUAL USD BBQ	\$760.02	\$760.02
172465	10/3/2019		14135151	BLAISDELL'S	SIT/STAND STATION	\$74.63	\$726.98
	10/3/2019	130	14117740		1 DZ LEGAL PADS	\$7.81	
	10/3/2019		14135150		SIT/STAND STATION	\$625.52	
	10/3/2019	130	14133340		1 3 HOLE PUNCH	\$19.02	
172343	9/19/2019	173	444231	DLT SOLUTIONS, LLC	AWS CLOUD STORAGE - JULY 2019	\$716.93	\$716.93
172347	9/19/2019	113	4208372	FISHER SCIENTIFIC	1 THERMO CONCENTRIC NEBULIZER	\$711.83	\$711.83
172389	9/26/2019	143	21025961	ABC IMAGING, INC	PROJECT IMPLEMENTATION MASTER PLAN	\$694.75	\$694.75
172396	9/26/2019		1102231398	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING SERVICE	\$374.84	\$661.44
	9/26/2019		1102231393		UNIFORM LAUNDERING & RUGS	\$286.60	
172472	10/3/2019	132	191014687	CLAREMONT BEHAVIORAL SERVICES	OCT 2019 EAP PREMIUMS	\$657.80	\$657.80

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
172441	9/26/2019	173	3232	SDI PRESENCE LLC	IT MASTER PLAN PROJECT FOR FY19	\$656.98	\$656.98
172322	9/19/2019		1102227660	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING & RUGS	\$271.22	\$633.40
	9/19/2019		1102227678		UNIFORM LAUNDERING SERVICE	\$362.18	
172351	9/19/2019		1841088391	GOODYEAR COMM TIRE & SERV CTRS	1 TIRE	\$630.30	\$630.30
172372	9/19/2019	120	0910036018380	NESTLE WATERS NO. AMERICA READYF	WATER SERVICE 08/07/19 - 09/06/19	\$621.32	\$621.32
172430	9/26/2019	170	190951	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE - SEPT 2019	\$599.08	\$599.08
172440	9/26/2019	134	1932475001	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$45.29	\$589.74
	9/26/2019	134	1929742001		ASTD ELECTRICAL SUPPLIES	\$173.02	
	9/26/2019	134	1929742002		ASTD ELECTRICAL SUPPLIES	\$342.46	
	9/26/2019	134	1932475003		ASTD ELECTRICAL SUPPLIES	\$28.97	
172415	9/26/2019		3N9075	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS	\$563.50	\$563.50
172320	9/19/2019		9943	BASHIR AHMADI	REFUND # 22335	\$500.00	\$500.00
172350	9/19/2019		10155	CARLOS GOMEZ	REFUND # 22343	\$500.00	\$500.00
172356	9/19/2019		10170	JEWELL CONSTRUCTION	REFUND # 22334	\$500.00	\$500.00
172365	9/19/2019		10372	MIKE COUNSIL PLUMBING	REFUND # 22344	\$500.00	\$500.00
172367	9/19/2019		10427	MONARCH PLUMBING & ROOTER INC	REFUND # 22345	\$500.00	\$500.00
172373	9/19/2019		10356	AMERICAN RESIDENTIAL SVCS RESCUE	REFUND # 22351	\$500.00	\$500.00
172380	9/19/2019		10274	THE PLUMBING MINISTRY	REFUND # 22346	\$500.00	\$500.00
172392	9/26/2019		10389	ALL BAY ROOTING AND PLUMBING	REFUND # 22358	\$500.00	\$500.00

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
172398	9/26/2019		9824	BAY CITIES DEMOLITION	REFUND # 22278	\$500.00	\$500.00
172427	9/26/2019		10214	JOSE GONZALEZ MARTINEZ	REFUND # 22357	\$500.00	\$500.00
172443	9/26/2019		10122	THE SHARMA REVOCABLE TRUST	REFUND # 22282	\$500.00	\$500.00
172464	10/3/2019		10383	BILGA CONSTRUCTION	REFUND # 22373	\$500.00	\$500.00
172485	10/3/2019		10443	JEM CONSTRUCTION	REFUND # 22371	\$500.00	\$500.00
172489	10/3/2019		10425	KNOX SEWERS & BACKHOE SERVICE	REFUND # 22378	\$500.00	\$500.00
172494	10/3/2019		10393	MONARCH PLUMBING & ROOTER INC	REFUND # 22369	\$500.00	\$500.00
172506	10/3/2019	120	20190930	JOSE RODRIGUES JR	EXP REIMB: LODGING, SHUTTLE - INFOR/HANSEN CONFERENC	\$497.63	\$497.63
172361	9/19/2019	172	347887	KLEEN BLAST ABRASIVES	ASTD PARTS & MATERIALS	\$445.16	\$445.16
172421	9/26/2019	113	20190919	CONGNA LI	EXP REIMB: PE LICENSE AND WEF/CWEA MEMBERSHIP RNWL	\$443.00	\$443.00
172353	9/19/2019	120	2044408	HANSON AGGREGATES INC	5.28 TONS 1/2 MED TYPE A AC-R	\$440.82	\$440.82
172354	9/19/2019		603565252	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$197.80	\$437.37
	9/19/2019	121	603561167		TRIDENT EXTRACTOR EX12 & HOSE ASSEMBLY	\$239.57	
172404	9/26/2019	150	78057	CITYLEAF INC	PLANT MAINTENANCE - SEP 2019	\$431.86	\$431.86
172437	9/26/2019	123	820167840	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: A. TARNOWSKI	\$208.00	\$416.00
	9/26/2019	171	820167061		SAFETY SHOES: D. STRASBURG	\$208.00	
172375	9/19/2019	120	20190916	JOSE RODRIGUES JR	EXP REIMB: PER DIEM - INFOR/HANSEN CONFERENCE	\$262.00	\$392.64
	9/19/2019	120	20190916.1		EXP REIMB: CS SAFETY RECOGNITION BREAKFAST	\$130.64	
172435	9/26/2019	120	150472	PREFERRED ALLIANCE INC	AUGUST 2019 SERVICE FEE	\$386.48	\$386.48

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
172357	9/19/2019	134	794697	KAMAN INDUSTRIAL TECHNOLOGIES	4 RADIAL BALL BEARINGS	\$346.32	\$346.32
172400	9/26/2019	170	14091410	BLAISDELL'S	6 BINDERS	\$110.76	\$342.53
	9/26/2019	120	14107430		ASTD OFFICE SUPPLIES	\$73.69	
	9/26/2019	120	14095810		ASTD OFFICE SUPPLIES	\$137.77	
	9/26/2019	170	14012170		ASTD OFFICE SUPPLIES	\$20.31	
172493	10/3/2019	122	16694061	MCMASTER SUPPLY INC	1 PACK SCREWS	\$16.86	\$334.37
	10/3/2019	122	16694062		1 PACK NUTS	\$15.73	
	10/3/2019		17113713		ASTD PARTS & MATERIALS	\$301.78	
172490	10/3/2019	110	20191001	MARCUS LEE	EXP REIMB: PER DIEM & UBER FOR WEFTEC CONF	\$329.80	\$329.80
172507	10/3/2019	136	20191001	JAMIE ROJO	PER DIEM ADVANCE - OPTIMUM CONFERENCE	\$327.50	\$327.50
172479	10/3/2019	111	20190930	MICHAEL FULKERSON	TRAVEL REIMB: WEFTEC CONF PER DIEM/TRANSPORTATION/T	\$311.44	\$311.44
172492	10/3/2019	143	106585	MCINERNEY & DILLON, P.C.	LEGAL SVS - DIGESTER NO. 3 INSP & REHAB	\$308.00	\$308.00
172460	10/3/2019	171	7016310239	APPLIED INDUSTRIAL TECHNOLOGIE	ASTD CRAFTSMAN TOOLS	\$307.64	\$307.64
172394	9/26/2019	170	31700	ALLIED FLUID PRODUCTS CORP	20 1/2"X48" BUNA-N SHEET 50/60 DURO	\$293.89	\$293.89
172379	9/19/2019	134	20349155	TELEDYNE ISCO INC	2 SAMPLE TUBING	\$287.55	\$287.55
172449	9/26/2019	134	8087502142	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$278.48	\$278.48
172370	9/19/2019	122	207158	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$237.82	\$273.85
	9/19/2019	122	207129		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$36.03	
172397	9/26/2019	170	446435001	AUTO BODY TOOLMART	ASTD PARTS & MATERIALS	\$267.23	\$267.23

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
172495	10/3/2019	170	24067433	MOTION INDUSTRIES INC	5 COILS	\$225.26	\$260.25
	10/3/2019		24067830		ASTD V BELTS	\$34.99	
172412	9/26/2019	132	116531444	FREMONT URGENT CARE CENTER	4 DOT PHYSICALS	\$252.00	\$252.00
172409	9/26/2019		163391	FITGUARD INC	PREVENTATIVE MAINTENANCE - EXERCISE CLUB EQUIPMENT	\$249.00	\$249.00
172382	9/19/2019	136	98XW53359	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 08/31/19	\$248.86	\$248.86
172345	9/19/2019	113	1000568925	ENVIRONMENTAL EXPRESS	ASTD LAB SUPPLIES	\$236.26	\$236.26
172335	9/19/2019	173	TQC9350	CDW GOVERNMENT LLC	PLANT CONFERENCE ROOM PROJECTOR	\$235.00	\$235.00
172407	9/26/2019	122	90118088043	ENTERPRISE GOV 43-1514861	RENTAL: P. NELSON, CHICAGO, IL	\$218.36	\$218.36
172463	10/3/2019	144	1215064	BAY AREA NEWS GROUP EAST BAY	AD: ORDINANACE #36.04	\$208.26	\$208.26
172473	10/3/2019	113	20190923	CWEA	MEMBERSHIP RENEWAL - CALANOG	\$192.00	\$192.00
172399	9/26/2019	122	22741500	BECK'S SHOES	SAFETY SHOES: M. DELA ROSA	\$190.34	\$190.34
172483	10/3/2019	170	3N9330	HARRINGTON INDUSTRIAL PLASTICS	5 EA CONNECTORS	\$185.48	\$185.48
172432	9/26/2019	144	20190919	VICTOR PADILLA	EXP REIMB: CWEA EC INSPECTOR II CERTIFICATION EXAM	\$185.00	\$185.00
172413	9/26/2019	120	2810924201	GLACIER ICE COMPANY INC	108 7-LB BAGS OF ICE	\$184.91	\$184.91
172448	9/26/2019	134	588726	VIATRAN CORPORATION	ASTD ELECTRICAL PARTS	\$175.19	\$175.19
172363	9/19/2019		4708205	MALLORY SAFETY AND SUPPLY LLC	48 PR G-TEK GLOVES	\$172.84	\$172.84
172424	9/26/2019	110	20190923	ARMANDO LOPEZ	EXP REIMB: FOOD FOR ANNUAL EMPLOYEE RECOG EVENT	\$170.17	\$170.17
172476	10/3/2019	144	90118069331	ENTERPRISE GOV 43-1514861	RENTAL: M. GONZALEZ, LAS VEGAS, NV	\$154.57	\$154.57
172466	10/3/2019	130	20190930	GENE BOUCHER	EXP REIMB: OST TEAM QUARTERLY RECOGNITION	\$137.96	\$137.96

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
172444	9/26/2019	123	132147	TRI-SIGNAL INTEGRATION INC	FIRE PROTECTION SERVICE - MONTHLY CHARGE MONITORING	\$133.34	\$133.34
172484	10/3/2019	122	603584309	HILLYARD/SAN FRANCISCO	JANITORIAL SUPPLIES	\$131.34	\$131.34
172447	9/26/2019		45620	VALLEY OIL COMPANY	30 GREASE TUBES	\$130.05	\$130.05
172386	9/19/2019	113	1908100	ZALCO LABORATORIES INC	LAB ANALYSIS	\$125.00	\$125.00
172377	9/19/2019	141	20190831	SPOK INC	SEPTEMBER 2019 PAGER SERVICE	\$124.60	\$124.60
172516	10/3/2019	113	8087572966	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$44.43	\$120.18
	10/3/2019	113	8087569372		LAB SUPPLIES	\$75.75	
172328	9/19/2019		20190918	CURTIS BOSICK	EXP REIMB: PE LICENSE RENEWAL	\$115.00	\$115.00
172362	9/19/2019	136	20190828	RICHARD LEBON	EXP REIMB: DOT MEDICAL EXAM	\$115.00	\$115.00
172503	10/3/2019		102751	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE OCTOBER 2019	\$112.00	\$112.00
172509	10/3/2019	134	1932475002	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$111.86	\$111.86
172411	9/26/2019	120	22592	FREMONT RECYCLING & TRANSFER	.09 TON GREEN WASTE & .35 TON MSW COMMERCIAL	\$102.00	\$102.00
172339	9/19/2019	144	3283884	DAILY JOURNAL CORPORATION	AD: ORDINANCE #36.04	\$100.00	\$100.00
172428	9/26/2019	170	77943898	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - AUG 2019	\$98.34	\$98.34
172376	9/19/2019		7809443000	RS HUGHES CO INC	36 PRS GLOVES	\$77.83	\$77.83
172336	9/19/2019	171	54155811	CINTAS CORPORATION	1 JACKET	\$59.49	\$59.49
172416	9/26/2019	110	1610477	HAYWARD WATER SYSTEM	WATER SERV 07/10/19 - 09/09/19	\$56.38	\$56.38
172462	10/3/2019	170	446435002	AUTO BODY TOOLMART	1 HALF FACEPIECE PACKOUT LARGE	\$54.86	\$54.86
172450	9/26/2019	121	44065	WECO INDUSTRIES LLC	CAMERA REPAIRS AND PARTS	\$49.60	\$49.60

**UNION SANITARY DISTRICT
CHECK REGISTER
09/14/2019-10/04/2019**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
172331	9/19/2019	170	1783184	BUREAU VERITAS/ANALYSTS INC	2 LAB SAMPLE ANALYSIS	\$48.30	\$48.30
172445	9/26/2019	141	418450	ULTRAEX LLC	COURIER SVCS: 1 BOARDMEMBER DELIVERY - 08/21/19	\$47.75	\$47.75
172512	10/3/2019	141	418194	ULTRAEX LLC	COURIER SVCS: 1 BOARDMEMBER DELIVERY - 08/07/19	\$42.00	\$42.00
172497	10/3/2019	122	207384	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$27.39	\$27.39

Invoices:

Credit Memos :	2	-5,938.01
\$0 - \$1,000 :	204	66,322.59
\$1,000 - \$10,000 :	96	286,771.30
\$10,000 - \$100,000 :	17	445,420.82
Over \$100,000 :	1	250,834.99
Total:	320	1,043,411.69

Checks:

\$0 - \$1,000 :	105	42,456.59
\$1,000 - \$10,000 :	73	206,704.24
\$10,000 - \$100,000 :	20	521,618.01
Over \$100,000 :	1	272,632.85
Total:	199	1,043,411.69

EAST BAY TIMES

NEARLY LIMITLESS — BUT EXPENSIVE

Lawrence Berkeley lab to lead \$100M clean water project

Aim is to cut costs of ocean desalination, water recycling, wastewater purification

By Paul Rogers

progers@bayareanewsgroup.com

In an effort to widen the use of a nearly limitless — but expensive — source of water for California and other places worldwide that are prone to shortages, Lawrence Berkeley National Laboratory has been selected to lead a \$100 million project aimed at bringing down the cost of desalination.

The money, announced last week and awarded by the U.S. Department of Energy, will fund a research consortium of 19 universities that include Stanford, UC Berkeley and UCLA, along with 10 private industry partners and other DOE institutions, such as Oak Ridge National Lab in Tennessee.

The goal, organizers say, is to reduce the cost of removing salt from ocean water to make it a more viable drinking water source for California and other areas.

Closely related, planners also hope to clean up other types of water that are being largely wasted or underused so that they can provide a source for cities, farms and wildlife. Those include wastewater from sewage treatment plants, “produced water” that comes out of the ground during oil exploration, and brackish water, which often is found underground and contains about one-third of the salinity of the ocean.

“Our entire water systems in the 20th century were designed around using water once and throwing it away. We need to use it more wisely by reducing, reusing and recycling it.”

— *Peter Fiske, director of Berkeley Lab’s Water-Energy Resilience Research Institute*



The Carlsbad desalination plant, bordered by Interstate 5 and the Pacific, produces 50 million gallons of drinking water each day. Water from the plant costs roughly \$2,100 an acre-foot to produce, whereas traditionally it costs \$400 to \$500 an acre-foot.



Santa Barbara recently modernized and expanded the Charles Meyer Desalination Facility, built in the early 1990s.

“Our entire water systems in the 20th century were designed around using water once and throwing it away,” said Peter Fiske, director of Berkeley Lab’s Water- Energy Resilience Research Institute. “We need to use it more wisely by reducing, reusing and recycling it.”

A chief aim of the project, called the National Alliance for Water Innovation, is to bring down the costs of the alternative water sources so that they are competitive with traditional sources in 10 years, Fiske said.

That would reduce the need to move freshwater long distances.

It also would boost supplies for cities, farms and wildlife during major droughts, like the one in California that stretched from 2011 to 2017.

And it could help countries in arid parts of the world meet their water needs as the climate continues to warm. Other water experts noted that such alternative sources of water already are in use but in a limited way.

“Cost is the holy grail,” said Ellen Hanak, an economist and director of the Water Policy Center at the Public Policy Institute of California in San Francisco.

“If they can significantly make a dent in that, it will be very helpful, not just to California, but worldwide,” she said. “A concerted effort on this is exciting. I wish them great success. But it’s not going to suddenly become 60% of our water supply. These are going to remain alternative, useful supplies that are especially relevant in certain places depending on what else is available.”

Alternative sources like desalination, water recycling and stormwater capture make up 2% to 3% of California’s supply now, according to a recent Public Policy Institute study.

But they are growing.

Of all the possibilities, ocean desalination is the one that often attracts the most public interest.

Four years ago, the San Diego County Water Authority opened the largest desalination plant in the United States. Located in Carlsbad, the \$1 billion project provides 50 million gallons a day of drinking water, or roughly 7% of the San Diego region’s water supply.

The city of Santa Barbara recently modernized and expanded a smaller desalination plant built in the early 1990s that was shuttered due to high costs when rainy years returned.

And other areas, including the Monterey Peninsula, are considering building seawater desalination projects.

But because of the enormous amount of energy required to force massive amounts of salty water through extremely fine filters 24 hours a day, seven days a week — at higher pressure than water in a fire hose — to make it pure enough to drink, the cost of desalinated water can be five times more than water from other sources.

Water from the San Diego desalination plant costs roughly \$2,100 an acre-foot to produce, for example. By comparison, water that the Santa Clara Valley Water District purchases from the Delta, via the state and federal government, costs about \$400 to \$500 an acrefoot.

An acre-foot is 325,851 gallons. It is about the amount that a family of five in California uses over a year.

Lawrence Berkeley National Lab, located in the Berkeley hills above the UC Berkeley campus, was founded in 1931.

Its scientists have won 13 Nobel prizes and helped design the atomic bomb during World War II.

In addition to the \$100 million in federal money, other partners in the project plan to put up \$34 million.

Fiske said that among the new technologies the partnership will study are more efficient ways to remove salt from water.

“Reverse osmosis squeezes saltwater through membranes,” he said. “You can also use electric fields, like an electromagnet, to pull salt ions to the side and have the fresh water flow through.”

In any desalination plant, what to do with the brine that is left over is a major issue.

For many coastal plants around the world, the water is mixed with other types of water, usually from a sewage treatment plant or power plant, and diluted before it is pumped back into the ocean.

But that brine may have a value, Fiske said, if scientists can transform it into bleach, hydrochloric acid or other materials that industry would pay to acquire.

Artificial intelligence systems could help run desalination plants more cheaply, he noted.

Hanak said that in her view, brackish desalination, particularly in inland areas, seems to have among the highest potential.

It’s cheaper to create usable water from it than from ocean water — usually about half the cost — and if the costs come down enough, it could offer inland areas far from the coast, like California’s Central Valley, a potential new water source for agriculture, she said.

Some agencies, like the Alameda County Water District in Fremont, already filter brackish groundwater to help boost supplies.

“I do not imagine us having 50 ocean desalination plants up and down the coast of California,” Hanak said. “There are a lot of cheaper sources still for urban supply.”

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