



BOARD MEETING AGENDA
Monday, December 9, 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 Special Board Meeting of November 6, 2019.

- Motion 5. Approve Minutes of the Board Meeting of November 11, 2019.

6. Written Communications.

7. 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 8. Consideration of Board Resolution to Authorize Staff, Legal Counsel, and Municipal Advisor to Prepare Documents for the Issuance of Revenue Bonds and Refunding Revenue Bonds *(to be reviewed by the Budget & Finance Committee)*.

- Motion 9. Consider a Resolution Approving the Fourth Amendment to the Joint Exercise of Power Agreement for the East Bay Dischargers Authority (EBDA) and a Resolution Approving the Amended and Restated Joint Exercise of Powers Agreement.

- Motion 10. Consider Proposed Revisions to Policy No. 3070, Boardmember Officers and Committee Membership *(to be reviewed by the Legal/Community Affairs Committee)*.

- Motion 11. Authorize the General Manager to Execute Amendment No. 2 with Woodard & Curran for the 2020 NPDES Permit Reissuance for Wet Weather Discharge *(to be reviewed by the Engineering and Information Technology Committee)*.

- Motion 12. Award the Construction Contract for the Primary Digester No. 2 Rehabilitation Project to Kiewit Infrastructure West Co. *(to be reviewed by the Engineering and Information Technology Committee)*.

- Information 13. Report on the East Bay Dischargers Authority (EBDA) Meeting of October 17, 2019.
-
- Information 14. Check Register.
-
- Information 15. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Engineering and Information Technology Committee – Wednesday, December 4, 2019, at 10:00 a.m.
 - Director Toy and Director Fernandez
 - b. Budget & Finance Committee – Wednesday, December 4, 2019, at 1:00 p.m.
 - Director Kite and Director Lathi
 - c. Legal/Community Affairs Committee – Thursday, December 5, 2019, at 12:00 p.m.
 - Director Fernandez and Director Handley
 - d. Legislative Committee – will not meet.
 - e. Personnel Committee – will not meet.
 - f. Audit Committee – will not meet.
-
- Information 16. General Manager’s Report. *(Information on recent issues of interest to the Board).*
-
17. 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.
-
18. Adjournment – The Board will adjourn to the next Regular Board Meeting in the Boardroom on Monday, November 11, 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, December 4, 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 December 9, 2019:

- Authorize the General Manager to Execute Amendment No. 2 with Woodard & Curran for the 2020 NPDES Permit Reissuance for Wet Weather Discharge
 - Award the Construction Contract for the Primary Digester No. 2 Rehabilitation Project to Kiewit Infrastructure West Co.
-

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.



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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA
Wednesday, December 4, 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

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 December 9, 2019:
 - Consideration of Board Resolution to Authorize Staff, Legal Counsel, and Municipal Advisor to Prepare Documents for the Issuance of Revenue Bonds and Refunding Revenue Bonds

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, December 5, 2019
12:00 P.M.

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

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

Karen W. Murphy
Attorney

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 December 9, 2019:
 - Consider Proposed Revisions to Policy No. 3070, Boardmember Officers and Committee Membership

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.

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
November 6, 2019**

CALL TO ORDER

President Toy called the special meeting to order at 5:00 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.

BOARD WORKSHOP

General Manager Eldredge presented information regarding existing debt refinancing and an update on bonds.

General Manager Eldredge presented a recruitment update.

General Manager Eldredge presented information regarding Enhanced Treatment and Site Upgrade (ETSU) staffing resources.

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 7:00 p.m. to a Regular Board Meeting in the Boardroom on Tuesday, November 11, 2019, at 7:00 p.m.

SUBMITTED:

ATTEST:

MAY BAUTISTA
ADMINISTRATIVE ASSISTANT

PAT KITE
SECRETARY

APPROVED:

JENNIFER TOY
PRESIDENT

Adopted this 9th day of December 2019

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
November 11, 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
Karen Murphy, 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
Michelle Powell, Communications and Intergovernmental Relations Coordinator
Karoline Terrazas, Organizational Performance Manager
Jason Yeates, Organizational Performance Coordinator
Shawn Nesgis, Customer Service Support Team & Construction Coach
May Bautista, Administrative Specialist

VISITORS: Roelle Balan, Tri-City Voice Newspaper
Alice Johnson, League of Women Voters
Brandon Young, Lance, Soll, & Lunghard, LLP

APPROVE MINUTES OF THE BOARD MEETING OF OCTOBER 28, 2019

It was moved by Secretary Lathi, seconded by Secretary Kite, to Approve Minutes of the Board Meeting of October 28, 2019. Motion carried unanimously.

BALANCED SCORECARD

- a. This item was reviewed by the Legal/Community Affairs Committee. First Quarter Fiscal Year 2020 – Organizational Performance Manager Terrazas provided an overview of the first quarter Fiscal Year 2020 Balanced Scorecard included in the Board meeting packet.
- b. This item was reviewed by the Legal/Community Affairs Committee. Balanced Scorecard for the Collection Services Work Group – Collection Services, Support Team & Construction Coach Nesgis, presented the Fiscal Year 2020 First Quarter Balanced Scorecard for Collection Services included in the Board meeting packet. There were no Category 1 spills during the first quarter of FY20, Collections staff responded to 97.99% of trouble calls within one hour during the quarter, and 23.4% of planned preventative maintenance for the year was completed during the quarter.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE FISCAL YEAR (FY) ENDING JUNE 30, 2019

This item was reviewed by the Audit Committee. Business Services Coach Brenner stated the District engages an independent accounting firm to audit the financial statements and records each fiscal year. There were no significant audit findings for FY 2019 as stated in the Government Auditing Standards letter from auditors Lance, Soll, & Lunghard, LLP, Certified Public Accountants. Staff recommended the Board receive and direct staff to file the Certified Annual Financial Report (CAFR) for the Fiscal Year ended June 30, 2019.

It was moved by Secretary Kite, seconded by Director Lathi, to Receive and Direct Staff to File the Certified Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2019. Motion carried unanimously.

CONSIDER A RESOLUTION TO ACCEPT A SANITARY SEWER EASEMENT FOR TRACT 8279 – STATE STREET CENTER, LOCATED AT STATE STREET AND CAPITOL AVENUE, IN THE CITY OF FREMONT

This was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Ghossain stated the developer, Fremont State Street Center, LLC, is constructing a mixed-use development consisting of 76 townhomes, 81 condominium units, and 21,000 square-feet of ground-floor retail space for Tract 8279, located at State Street and Capitol Avenue, in the City of Fremont. Some of the roadways of the

development do not meet the City of Fremont's street dimensions and structure setback requirements for public streets and were, therefore, designated as private. Fremont State Street Center, LLC, has constructed the new 8-inch sewer mains and has granted the District sanitary sewer easements that provide for access and maintenance of the new sewer mains. Staff recommended the Board consider a resolution to accept a sanitary sewer easement for Tract 8279 – State Street Center, located at State Street and Capitol Avenue, in the City of Fremont.

It was moved by Director Fernandez, seconded by Vice President Handley, to Adopt Resolution No. 2871 to Accept a Sanitary Sewer Easement for Tract 8279 – State Street Center, Located at State Street and Capitol Avenue, in the City of Fremont. Motion carried unanimously.

AWARD THE CONTRACT TO PURCHASE KNIFE GATE VALVES TO FRANK A. OLSEN COMPANY FOR THE CONTROL BOX NO. 1 IMPROVEMENTS PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Woodard & Curran (W&C) in the amount of \$229,041 to provide predesign services for the Project. W&C conducted a condition assessment of the concrete, structural steel components, pipelines, gates, valves, and related equipment at Control Box No. 1 (CB1), Alvarado Influent Valve Box, Alvarado Influent Pump Station Valve Box at CB1, and the chemical containment areas at the Maintenance Shop Building and the Odor Control Building. W&C also evaluated grit management alternatives to prevent/minimize grit deposition in pipelines and in CB1 and other operational improvements such as footprint, layout, and hydraulics of CB1 to improve access and reduce costs associated with CB1 cleaning. Task Order No. 2, approved by the Board July 22, 2019, provided final design services. W&C recommended long-term and near-term improvements listed in the Board packet. The near-term improvements were addressed in this current project "Alvarado Influent Valve Box Gate Valves 1-2" for Fiscal years 2020 & 2021. Following the invitation for Bid process, District staff selected Frank A. Olsen Company as the lowest, responsive, and responsible bidder. Staff anticipates delivery of the valves by April 2020 and installation of the valves by July 2020. Staff recommended the Board authorize the General Manager to award a contract to Frank A. Olsen Company in the amount of \$303,047.18 to purchase Knife Gate Valves for the Control Box No. 1 Improvements Project.

It was moved by Director Lathi, seconded by Vice President Handley, to Authorize the General Manager to Award a Contract to Frank A. Olsen Company in the amount of \$303,047.18 to Purchase Knife Gate Valves for the Control Box No. 1 Improvements Project. Motion carried unanimously.

AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT AND TASK ORDER NO. 1 WITH CAROLLO ENGINEERS, INC. FOR THE AERATION BLOWER NO. 11 PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the project will include installation of one high-speed aeration blower in the East Aeration Blower Building; modifications to the piping, electrical, and ventilation systems; replacement of the East Aeration Blower Building roofing system and miscellaneous concrete-related repairs. The scope of services to be included in Task Order No. 1 were outlined in the Board meeting packet. Staff selected Carollo Engineers, Inc. through a Request for Proposal process with a total not-to-exceed fee of \$122,849, which was approximately 4.9% of the preliminary construction cost estimate of \$2.5 million. Staff selected Carollo due to their staff's experience in designing aeration blower projects. Carollo also completed design of the project High Speed Aeration Blower Project in 2016. Carollo is scheduled to complete the design by Summer 2020. Staff anticipates construction to begin by Fall 2020. Staff recommended the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. in the amount of \$122,849 to provide final design services for the Aeration Blower No. 11 Project.

It was moved by Director Kite, seconded by Director Fernandez, to Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. in the amount of \$122,849 to provide final design services for the Aeration Blower No. 11 Project. Motion carried unanimously.

INFORMATION ITEMS:

Status of Priority 1 Capital Improvement Program Projects

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated last June, the Board approved the Capital Improvement Program (CIP) budget for Fiscal Year 2020 in the amount of \$19.73 million for design and construction of 24 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 2020, 11 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.

First Quarterly Report on the Capital Improvement Program for FY20

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated first quarter expenditures for Fiscal Year 2020 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 September 30, 2019, were over projections for the first quarter by approximately \$15,000. The project that had variances from projected expenditures was Digester No. 2 Inspection & Rehabilitation primarily because of the expand of scope in

the design. Information regarding the variances was included in the Board meeting packet. Over the next quarter, the expenditures will ramp up once the awards are given.

Legislative Update on State and National Issues of Interest to the Board

This item was reviewed by the Legislative Committee. General Manager Eldredge provided an overview of the state and national legislative summaries 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, Legal/Community Affairs, Audit, and Legislative Committees met.

GENERAL MANAGER’S REPORT:

General Manager Eldredge reported the following:

- General Manager Eldredge stated the District will host the Alameda County Special Districts Association (ACSDA) this Wednesday, November 13, 2019, beginning at 7:45 am. A brief overview of the District will be presented.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 7:52 p.m. to the next Regular Board Meeting in the Boardroom on Monday, December 9, 2019, at 7:00 p.m.

SUBMITTED:

ATTEST:

MAY BAUTISTA
ADMINISTRATIVE SPECIALIST

PAT KITE
SECRETARY

APPROVED:

JENNIFER TOY
PRESIDENT

Adopted this 9th day of 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

**DECEMBER 9, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 8**

**TITLE: Consideration of Board Resolution to Authorize Staff, Legal Counsel and Municipal Advisor to Prepare Documents for the Issuance of Revenue Bonds and Refunding Revenue Bonds
(This is a Motion Item)**

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

Recommendation

Staff recommends the Board adopt a resolution to authorize staff, legal counsel and municipal advisors to prepare documents for the issuance of Revenue Bonds and Refunding Revenue Bonds with Stradling Yocca Carlson & Rauth as Bond Counsel, Quint & Thimmig as Disclosure Counsel, Fieldman Rolapp & Associates as Municipal Advisor, and RBC as Underwriter for the transaction.

Previous Board Action

None

Background

District staff, working with its consultants, has determined that, due to prevailing financial market conditions, it would be prudent for the District to consider refunding existing SRF debt and issue approximately \$25 - \$37 million in new bonds for the Digester 7 project and other capital projects (Bonds). The attached resolution only provides staff the authority to proceed with the preparation of the necessary documents for the Board's consideration of the matter at a subsequent Board meeting.

Staff is recommending that legal counsel and municipal advisors prepare documents for the issuance of the Bonds in an estimated combined principal amount of \$60.0 - \$65.0 million to fund approximately \$25.0 - \$37.0 million for new capital projects and to refinance prior State Revolving Fund loan agreements with the California State Water Resources Control Board ("SWRCB" and together the "Prior Agreements"). The intent is to take advantage of lower interest rates, reduce the annual debt service payments and eliminate less than favorable covenants. The documents that will be brought back to the Board for approval at a subsequent board meeting include but not are limited to the following:

- Installment Purchase Agreement
- Bond Purchase Agreement
- Preliminary Official Statement
- Continuing Disclosure Agreement
- Financing JPA Creation

The District resolution being presented for approval authorizes staff, legal counsel and municipal advisor to prepare documents for the issuance of the Revenue Bonds and Refunding Revenue Bonds and approves the selection of the financing team who will begin drafting the necessary legal and disclosure documents and begin discussions with credit rating agency(s). Substantially final versions of the financing documents will be brought back to the Board for consideration at a future Board meeting, currently anticipated to be January of 2020.

Below is a summary of the Prior Agreements and the projects funded for which the District is contemplating refinancing:

- Willow/Central Avenue Sanitary Sewer Rehabilitation
- Irvington Equalization Storage Facilities
- Newark Pump Station
- Lower Hetch Hetchy Corridor Sanitary Sewer Rehabilitation
- Cedar Boulevard Sanitary Sewer Rehabilitation
- Alvarado Wastewater Treatment Plant Primary Clarifiers
- Replacement of Substation 1
- Replacement of Boyce Road Lift Station
- Thickener Control Building Improvements

It is estimated that the refunding of the Prior Agreements would reduce annual debt service payments by a range of approximately \$40,000 - \$100,000 per year, totaling over \$1 million in net present value savings over the remaining term of the Bonds (as of the publishing of this staff report and, subject to change based on market conditions). Dissavings may be generated from the refunding of the Thickener loan, however, the refunding of all Prior Agreements allows the District to eliminate the less than favorable rate covenants and additional bonds test

requirements that were entered into with the SWRCB (i.e. the pledge to meet certain conditions to be able to issue additional debt). The Revenue Bonds would also provide funds for approximately \$25.0 - \$37.0 million in capital projects and would be amortized over a 30-year period.

The District plans to issue the new debt (refinancing existing Prior Agreements and new debt) as joint powers agency revenue bonds rather than certificates of participation. The underwriter, RBC Capital Markets, has indicated that the District will receive materially lower interest rates by doing so.

The most common option utilized in the creation of the JPA is to partner or contract with another public agency. Staff recommends creating a new Financing JPA with California Municipal Finance Authority (CMFA), which would be controlled by the District Board or Directors. This recommendation is based upon the formation requirements and the associated fee. CMFA would have no ongoing involvement with the Financing JPA once it is created.

Attachment:

Resolution to Authorize Union Sanitary District to Issue Revenue Bonds and Refunding Revenue Bonds with Stradling Yocca Carlson & Rauth as Bond Counsel, Quint & Thimmig as Disclosure Counsel, Fieldman Rolapp & Associates as Municipal Advisor, and RBC as Underwriter for the Transaction

Resolution No. _____
Resolution of the Board of Directors
Union Sanitary District

A Resolution to Authorize Union Sanitary District to Issue Revenue Bonds and Refunding Revenue Bonds with Stradling Yocca Carlson & Rauth as Bond Counsel, Quint & Thimmig as Disclosure Counsel, Fieldman Rolapp & Associates as Municipal Advisor, and RBC as Underwriter for the Transaction

WHEREAS, Union Sanitary District (“District”) has been updating its wastewater capital needs indicating the need to fund a capital program of approximately \$25 - \$37 in new bonds for the Digester 7 project and other capital projects (Bonds); and,

WHEREAS, current market conditions provide favorable results for the refunding of the District’s existing State Revolving Fund Loans with the State Water Resources Control Board (“SWRCB”) and allows the District to eliminate the onerous rate covenants and additional bonds test (not considered standard in the public market) that were entered into with the SWRCB; and,

WHEREAS, authorize Stradling Yocca Carlson & Rauth, a Professional Corporation (“Stradling”) as Bond Counsel, Quint & Thimmig as Disclosure Counsel, Fieldman Rolapp & Associates as Municipal Advisor and Proceed with RBC as Underwriter for the transaction; and,

WHEREAS, the Board of Directors of the District shall authorize not to exceed amounts for the transaction by Resolution at a regular meeting to be held at a later date.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Union Sanitary District does hereby authorize the General Manager to finance the District’s capital program with revenue bonds and issue refunding revenue bonds in a combined amount of approximately \$60,000,000 to \$65,000,000 and to execute engagement letters with Stradling as Bond Counsel, Quint & Thimmig as Disclosure Counsel, Fieldman Rolapp & Associates as Municipal Advisor and RBC as Underwriter for the transaction.

PASSED AND ADOPTED on December 9, 2019, by the Board of Directors of the Union Sanitary District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

President,
Union Sanitary District

ATTEST:

Secretary,
Union Sanitary District

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Union Sanitary District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2019-XX adopted December 9, 2019.

Secretary,
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

**DECEMBER 9, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 9**

TITLE: Consider a Resolution Approving the Fourth Amendment to the Joint Exercise of Power Agreement of the East Bay Dischargers Authority (EBDA) and a Resolution Approving the Amended and Restated Joint Exercise of Powers Agreement for EBDA (*This is a Motion Item*)

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

Recommendation

Adopt the following resolutions:

- A) Resolution Approving the Fourth Amendment to the Joint Exercise of Powers Agreement of the East Bay Dischargers Authority
- B) Resolution Approving the Amended and Restated Joint Exercise of Powers Agreement of the East Bay Dischargers Authority.

Previous Board Action

March 26, 2018 Board Meeting - The USD Board reviewed and approved staff recommendations regarding the 2018 Hydraulic Analysis conducted by EBDA.

June 25, 2018 Board Meeting - The USD Board approved a 5-year extension to the EBDA JPA, pending approval by the other EBDA agencies.

August 13, 2018 Board Meeting – The USD Board created an Ad Hoc Committee on EBDA JPA Negotiations and appointed USD’s EBDA representative, Director Tom Handley, and alternate, Secretary Jennifer Toy to the committee.

April 22, 2019 Board Meeting - The USD Board provided direction to staff regarding the JPA negotiations and draft term sheet.

July 22, 2019 Board Meeting - The Board appointed USD’s EBDA representative and alternate to serve on USD’s Ad Hoc EBDA JPA Negotiations Committee.

Background

EBDA is a Joint Powers Authority of which Union Sanitary District is currently a member. EBDA was formed in 1974 by a “Joint Exercise of Powers Agreement” (the “JPA Agreement”) entered into by the City of Hayward, City of San Leandro, Oro Loma Sanitary District, Union Sanitary District, and Castro Valley Sanitary District. EBDA currently provides a transport system and outfall to collect effluent from six (6) wastewater treatment plants in the East Bay, including one non-member agency, the Livermore-Amador Valley Water Management Agency (LAVWMA), which is a joint power agency comprised of three public agencies (Dublin San Ramon Services District and the Cities of Pleasanton and Livermore). EBDA transports treated wastewater and removes chlorine prior to its discharge through a deep-water outfall in the San Francisco Bay.

The JPA Agreement has been amended three times since its creation in 1974. Amendments were approved in 1978, 1986, and 2007. The current JPA is set to expire on December 31, 2019, and discussions and negotiations have been taking place over the last few years to develop deal points and a framework for a renewed agreement.

EBDA’s member agencies commenced discussions and negotiations on a new JPA in 2015. In addition to numerous meetings at the staff level, the EBDA Commission held a series of workshops, most recently on October 8, 2019, to propose and evaluate different concepts and terms.

The outcome of these meetings and workshops is a final draft Amended and Restated JPA, which is attached to this staff report. Significant changes in the Amended and Restated JPA include reductions in capacity rights for several member agencies and reapportionment of certain costs accordingly, revisions to the voting structure, and transfer of certain risks and liabilities. The EBDA Commission approved the Amended and Restated JPA on October 29, 2019, and it is now being considered by each of the member agencies for approval.

Some of the more notable changes in the JPA and the applicable section in which the updated language can be found are as follows:

- Term (section 3)
- Voting Structure (section 7)
- Transfer of Ownership of the Pump Stations (section 10)
- Pipeline Liability due to Failure (section 10)
- Failure Caused by the Acts of Authority of Third-Party (section 10.c.6)
- Capacity Rights (section 11)
- Hayward Marsh MOU and Capacity (section 11)
- Capacity Exceedance (section 11.b.1)
- Allocation of Costs (section 12)
- Reimbursement of Capital Costs for Union PS (section 12.B.e)
- Dispute Resolution (section 19)
- Termination (section 20)
- Authority's Use of Agencies Emergency Outfalls (section 22)
- Brine (section 23)

The term of the Amended and Restated JPA would take effect on July 1, 2020 to coincide with the beginning of the fiscal year. Therefore, the member agencies have also negotiated an extension to the current Joint Powers Agreement through June 30, 2020, to prevent a lapse in the agreement.

The EBDA Commission approved this Fourth Amendment to the Joint Exercise of Powers Agreement on October 29, 2019, contingent on approval of the Amended and Restated Joint Exercise of Powers Agreement. This amendment is a companion item to the Amended and Restated JPA.

Attachments:

- A Resolution Approving the Fourth Amendment to the Joint Exercise of Powers Agreement of the East Bay Dischargers Authority
- EBDA Fourth Amendment to the JPA
- A Resolution approving the Amended and Restated Joint Exercise of Powers Agreement of the East Bay Dischargers Authority
- EBDA Amended and Restated JPA

**UNION SANITARY DISTRICT
RESOLUTION NO. _____**

**A RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE
JOINT EXERCISE OF POWERS AGREEMENT OF THE EAST BAY
DISCHARGERS AUTHORITY**

WHEREAS, the East Bay Dischargers Authority (“EBDA” or “Authority”) is a Joint Powers Authority of which Union Sanitary District is currently a member; and

WHEREAS, EBDA was formed in 1974 by a “Joint Exercise of Powers Agreement” (the “Joint Powers Agreement”) entered into by the City of Hayward, City of San Leandro, Oro Loma Sanitary District, Union Sanitary District, and Castro Valley Sanitary District (the “Member Agencies”); and

WHEREAS, EBDA provides a transport system and outfall to collect effluent from six (6) wastewater treatment plants in the East Bay, treats the collected wastewater to remove chlorine and any associated toxicity, and provides sufficient dilution so that water discharged into the San Francisco Bay presents no harm to water quality; and

WHEREAS, the Joint Powers Agreement has been amended and supplemented at various time since its adoption, most recently on February 15, 2007; and

WHEREAS, the term of the Joint Powers Agreement extends through December 31, 2019; and

WHEREAS, the Authority’s Member Agencies have negotiated an Amended and Restated Joint Exercise of Powers Agreement that would take effect on July 1, 2020 to coincide with the beginning of the fiscal year; and

WHEREAS, the Member Agencies desire to extend the current Joint Powers Agreement through June 30, 2020, to prevent a lapse in the agreement, and have negotiated a Fourth Amendment to the Joint Exercise of Powers Agreement to provide for such extension; and

WHEREAS, the Commission of the East Bay Dischargers Authority approved this Fourth Amendment to the Joint Exercise of Powers Agreement on October 29, 2019, contingent on approval of the Amended and Restated Joint Exercise of Powers Agreement, and it is now being considered by each of the Member Agencies for approval.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Union Sanitary

District hereby approves and authorizes the execution of the East Bay Dischargers Authority Fourth Amendment to the Joint Exercise of Powers Agreement for and on behalf of the Union Sanitary District, in the form attached hereto with minor revisions that may be approved by the General Manager in consultation with the General Counsel, contingent on approval of the Amended and Restated Joint Exercise of Powers Agreement. The Board of Directors further authorizes the General Manager or his or her designee to take any other action consistent with this Resolution.

* * * * *

The foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of Union Sanitary District at a meeting held on the 9th day of December, 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

Jennifer Toy
President, Board of Directors
UNION SANITARY DISTRICT

Attest:

Pat Kite
Secretary, Board of Directors
UNION SANITARY DISTRICT

EAST BAY DISCHARGERS AUTHORITY
FOURTH AMENDMENT TO
THE JOINT EXERCISE OF POWERS AGREEMENT

This FOURTH AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT ("Amendment") is entered into effective as of January 1, 2020 ("Effective Date") by the CITY OF HAYWARD, a municipal corporation; CITY OF SAN LEANDRO, a municipal corporation; ORO LOMA SANITARY DISTRICT, a public corporation; CASTRO VALLEY SANITARY DISTRICT, a public corporation; and UNION SANITARY DISTRICT, a public corporation ("Agencies"); each duly existing and organized in the County of Alameda under the Constitution and laws of the State of California.

WHEREAS, the Agencies first entered into a Joint Exercise of Powers Agreement on February 15, 1974; amended such Agreement on January 3, 1978; supplemented such Agreement on October 5, 1981, February 15, 1983, and twice on April 26, 1983; and further amended the Joint Exercise of Powers Agreement on February 11, 1986, and February 15, 2007; and

WHEREAS, the Agencies have negotiated an Amended and Restated Joint Exercise of Powers Agreement which, if executed, will take effect on July 1, 2020; and

WHEREAS, to allow for uninterrupted service, the Agencies desire to extend the term of the February 15, 2007 Amended Joint Exercise of Powers Agreement through June 30, 2020.

NOW, THEREFORE, the Third Amended Joint Exercise of Power Agreement, dated February 15, 2007, is amended as follows:

1. **Section 3 "Term"** is deleted in its entirety and replaced with the following:

"This Fourth Amended Agreement shall become effective upon execution by all Agencies and, provided all Agencies have approved this amendment on or before January 1, 2020, the effective date will be January 1, 2020. It will continue in force and effect until June 30, 2020, unless sooner terminated by mutual agreement."

2. Except as expressly modified by this Fourth Amendment, all terms and conditions in the Third Amended Joint Exercise of Powers Agreement dated February 15, 2007 shall remain in full force and effect.

3. Execution of this Fourth Amendment may be accomplished by execution of separate counterparts by each signatory. The separate executed counterparts, taken together, shall constitute a single agreement.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Effective Date.

UNION SANITARY DISTRICT
A Public Corporation

By: _____

Date: _____

(SEAL)
Attest:

Secretary

CITY OF HAYWARD
A Municipal Corporation

By: _____

Date: _____

(SEAL)
Attest:

City Clerk

CITY OF SAN LEANDRO
A Municipal Corporation

By: _____

Date: _____

(SEAL)
Attest:

City Clerk

ORO LOMA SANITARY DISTRICT
A Public Corporation

By: _____

Date: _____

(SEAL)
Attest:

Secretary

CASTRO VALLEY SANITARY DISTRICT
A Public Corporation

By: _____

Date: _____

(SEAL)
Attest:

Secretary

**UNION SANITARY DISTRICT
RESOLUTION NO. _____**

**A RESOLUTION APPROVING THE AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT OF THE EAST BAY
DISCHARGERS AUTHORITY**

WHEREAS, the East Bay Dischargers Authority (“EBDA” or “Authority”) is a Joint Powers Authority of which Union Sanitary District is currently a member; and

WHEREAS, EBDA was formed in 1974 by a “Joint Exercise of Powers Agreement” (the “Joint Powers Agreement”) entered into by the City of Hayward, City of San Leandro, Oro Loma Sanitary District, Union Sanitary District, and Castro Valley Sanitary District (the “Member Agencies”); and

WHEREAS, EBDA provides a transport system and outfall to collect effluent from six (6) wastewater treatment plants in the East Bay, treats the collected wastewater to remove chlorine and any associated toxicity, and provides sufficient dilution so that water discharged into the San Francisco Bay is protective of water quality; and

WHEREAS, the Joint Powers Agreement has been amended and supplemented at various times since its adoption, most recently on February 15, 2007; and

WHEREAS, the term of the Joint Powers Agreement extends through December 31, 2019; and

WHEREAS, the Authority’s Member Agencies have negotiated an Amended and Restated Joint Exercise of Powers Agreement and each agency's legal counsel has had the opportunity to review and revise the Amended and Restated Joint Exercise of Powers Agreement; and

WHEREAS, approval of a Fourth Amendment extending the term of the Joint Powers Agreement through June 30, 2020 will be considered coincident with consideration of this Amended and Restated Joint Exercise of Powers Agreement; and

WHEREAS, significant changes in the Amended and Restated Joint Exercise of Powers Agreement include reductions in capacity rights for several Member Agencies and reapportionment of certain costs accordingly, revision to the voting structure, and transfer of certain risks and liabilities among the Member Agencies; and

WHEREAS, the Commission of the East Bay Dischargers Authority approved the Amended and Restated Joint Exercise of Powers Agreement on October 29, 2019 and it is now being considered by each of the Member Agencies for approval.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Union Sanitary District hereby approves and authorizes the execution of the East Bay Dischargers Authority Amended and Restated Joint Exercise of Powers Agreement for and on behalf of the Union Sanitary District, in the form attached hereto with minor revisions that may be approved by the General Manager in consultation with the General Counsel, and further authorizes the General Manager or his or her designee to take any other action consistent with this Resolution.

* * * * *

The foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of Union Sanitary District at a meeting held on the 9th day of December, 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

Jennifer Toy
President, Board of Directors
UNION SANITARY DISTRICT

Attest:

Pat Kite
Secretary, Board of Directors
UNION SANITARY DISTRICT

EAST BAY DISCHARGERS AUTHORITY
AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

Supersedes

Joint Powers Agreement	February 15, 1974
First Amended JPA	January 3, 1978
Supplement No. 1	October 5, 1981
Supplement No. 2	February 15, 1983
Supplement No. 3	April 26, 1983
Supplement No. 4	April 26, 1983
Second Amended JPA	February 11, 1986
Third Amended JPA	February 15, 2007
Fourth Amended JPA	_____

EAST BAY DISCHARGERS AUTHORITY
2651 Grant Avenue
San Lorenzo, California 94580
(510) 278-5910

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EAST BAY DISCHARGERS AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT, dated for convenience as of July 1, 2020, is made and entered into by and between the CITY OF HAYWARD, a municipal corporation, hereinafter referred to as "Hayward"; CITY OF SAN LEANDRO, a municipal corporation, hereinafter referred to as "San Leandro"; ORO LOMA SANITARY DISTRICT, a public corporation, hereinafter referred to as "Oro Loma"; CASTRO VALLEY SANITARY DISTRICT, a public corporation, hereinafter referred to as "Castro Valley"; and UNION SANITARY DISTRICT, a public corporation, hereinafter referred to as "Union"; each duly organized and existing in the County of Alameda under the constitution and laws of the State of California, and amends and restates that Fourth Amended Joint Exercise of Powers Agreement dated _____, duly entered into by said Agencies, as follows:

WITNESSETH:

WHEREAS, each of the Agencies hereto has power to plan for, acquire, construct, maintain, manage, operate, and control facilities for the collection, transmission, treatment, reclamation, sale and disposal of wastewater; and the Agencies propose by this Agreement to exercise said powers jointly for the purpose of providing for the more efficient disposal of the wastewater produced in each Agency, all to the economic and financial advantage of each Agency and otherwise for the benefit of each Agency; and each of the Agencies is willing to plan with the other Agencies for joint wastewater facilities which will protect all of the Agencies;

WHEREAS, the Agencies first entered into a Joint Exercise of Powers Agreement on February 15, 1974; amended such Agreement on January 3, 1978; supplemented such Agreement on October 5, 1981, February 15, 1983, and twice on April 26, 1983; and amended such Joint Exercise of Powers Agreement on February 11, 1986, February 15, 2007 and [], 2019;

WHEREAS, the Agencies desire that this Amended and Restated Joint Exercise of Powers Agreement supersede and supplant all previous iterations of this Agreement as set forth above;

WHEREAS, Union and the East Bay Dischargers Authority (“Authority”) entered into a Memorandum of Understanding, dated December 13, 2010 addressing the Hayward Marsh and related capacity issues (“Hayward Marsh MOU”), specific provisions of which are relevant to this Agreement and substantively addressed herein; and

WHEREAS, although the Livermore-Amador Valley Water Management Agency (“LAVWMA”) is not a party to this Agreement, on the date this Amended and Restated Joint Exercise of Powers Agreement was approved by its member Agencies, there was a separate agreement between the Authority and LAVWMA, in particular the Master Agreement, dated April 26, 2007, as that agreement may have been amended or extended, which established certain standards as to the scope and conditions under which LAVWMA may export wastewater to and through Authority Facilities, including but not limited to the rights of the Authority to interrupt the discharge of wastewater from LAVWMA through the Authority Facilities, subject to certain rights of individual Agencies under the Master Agreement. By entering into this Amended and Restated Joint Exercise of Powers Agreement, no Agency with individual rights under the Master Agreement intends to waive, and each such Agency intends to preserve fully, its rights under the Master Agreement and under any separate agreement with LAVWMA; and

WHEREAS, on the date this Amended and Restated Joint Exercise of Powers Agreement was approved by its member Agencies, there were separate agreements between Castro Valley and LAVWMA (and others), in particular, and without limitation: Agreement Between the County of Alameda and the Castro Valley, dated July 25, 1999; Agreement [Right of Entry] Between Castro Valley and LAVWMA, dated June 21, 2000; Agreement [Improvements with Castro Valley Sanitary District] Between Castro Valley and LAVWMA, dated June 21, 2000; Settlement Agreement Between Castro Valley and LAVWMA, dated June 21, 2000; and Encroachment Agreement for Castro Valley Reach of LAVWMA’s Export Pipeline Facilities Project, dated July 25, 2000; as well as other separate agreements between Castro Valley and LAVWMA (collectively, “the Castro Valley-LAVWMA Agreements”) and between Castro Valley and others not party to the Amended and Restated Joint Powers Agreement (“the Third Party Agreements”). By entering into this Amended and Restated Joint Exercise of Powers Agreement, Castro Valley does not intend to waive, and expressly preserves fully, its rights under the Castro Valley-LAVWMA Agreements and/or the Third Party Agreements.

NOW THEREFORE, Hayward, San Leandro, Oro Loma, Castro Valley, and Union, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Definitions

Unless the context otherwise requires, the terms defined in this Section will, for all purposes of this Agreement, have the meanings herein specified.

Agency and Agencies

The term "Agency" means either Hayward, San Leandro, Oro Loma, Castro Valley, or Union. The term "Agencies" will mean two or more of these entities.

Agreement

The term "Agreement" means this Amended and Restated Joint Exercise of Powers Agreement.

Auditor

The term "Auditor" means that individual designated by the Commission to assure proper expenditure and accountability of funds and who is responsible for auditing and reporting of the accounts and records of the Authority.

Authority

The term "Authority" means the joint powers agency, known as the East Bay Dischargers Authority, which was created by the Joint Exercise of Powers Agreement dated February 15, 1974.

Capital Cost

The term "Capital Cost" means the cost of projects, involving construction, reconstruction, erection, alteration, renovation, painting, waterproofing, improvement, demolition or major repair work on the Facilities.

Commission

The term "Commission" means the East Bay Dischargers Authority Commission, being the governing body of the Authority.

Facilities

The term "Facilities" or "Authority Facilities" means those facilities owned and operated by the Authority, as more specifically identified in Schedule A, attached hereto and incorporated by this reference.

Failure

The term "Failure" means a state in which the Transport System is no longer able to convey flows reliably without spilling.

Fiscal Year

The term "Fiscal Year" means the period commencing on July 1 to and including the following June 30.

General Manager

The term "General Manager" means the person designated by the Commission to administer the construction and operation of the Authority or his or her duly authorized representative.

Income from Operations

The term "Income from Operations" means all income from Authority operations, including, without limitation, income from the sale of recycled water or other substances arising out of the operation of the Facilities, interest income, income from lease of capacity rights, income from connection fees, income from sale of services and income from sale of assets.

Maximum Flow Rate Capacity

The term "Maximum Flow Rate Capacity" means each Agency's capacity and right to discharge to the Authority Facilities based on a 3-hour average, as set forth in Schedule F.

Operation and Maintenance Costs

The term "Operation and Maintenance Costs" means all costs directly associated with the operation, maintenance and routine repair of the Facilities, including labor, materials, supplies, power, chemicals, utilities, professional or contractual services, research and monitoring, tools and equipment, other necessary expenses to keep the Facilities in proper operating condition and maintain their useful life, and general administrative expenses attributable to such activities.

“Operation and Maintenance Costs” does not include “Capital Costs” or “Planning and Special Studies Costs.”

Planning and Special Studies Costs

The term "Planning and Special Studies Costs" means those costs associated with advanced planning, facilities planning, feasibility studies, research and development, environmental evaluations and studies as related to the overall Facilities or of general interest or benefit to all Agencies. Such costs will include, but not be limited to, reclamation/reuse studies and that portion of Bay water monitoring and research not directly related to pre-discharge or post-discharge monitoring of the Bay Outfall; and allocated general administrative expenses attributable to such activities. The term “Planning and Special Studies Costs” does not include costs associated with fines, studies or other requirements imposed by regulatory agencies, or other liabilities arising out of the Transport System.

Policies and Procedures

The term "Policies and Procedures" means all those certain rules and regulations adopted by the Commission from time to time for carrying out all the business of the Authority. Nothing in Policies and Procedures may contradict the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Policies and Procedures, this Agreement will control.

Transport System

The term "Transport System" means the pipelines and related structures, excluding any pump stations, used to transport effluent from the Union Effluent Pump Station to the Marina Dechlorination Facility, as shown in Schedule G.

Treasurer

The term "Treasurer" means that individual designated by the Commission to have custody of, and control disbursements of, all funds of the Authority.

Section 2. Authority and Purpose

This Agreement is made under the authority of and pursuant to the Joint Exercise of Powers Act, Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with Section 6500 et seq.) (the “Act”), relative to the joint exercise of powers common to all Agencies

and as otherwise granted by the Act. The purpose of the Agreement is to provide for the more efficient disposal (discharge to San Francisco Bay as well as reclamation or reuse of wastewater) of the wastewater produced in each Agency's jurisdiction, all to the economic and financial advantage of each Agency and otherwise for the benefit of each Agency.

Section 3. Term

This Amended and Restated Agreement will become effective on July 1, 2020 and will continue in full force and effect until June 30, 2040, unless sooner terminated by mutual agreement as set forth in Section 20.

Section 4. Creation of Authority

The Authority will exercise the powers as hereinafter set forth. The Authority is a public entity separate from the Agencies. No debt, liability, or obligation of the Authority will constitute a debt, liability, or obligation of any Agency, except as expressly provided for herein.

Section 5. Powers

(a) General Powers

The Authority will exercise, in the manner herein provided, the powers which are common to each Agency, or as otherwise permitted under the Act, and all incidental, implied, expressed, or necessary powers to accomplish the purposes of this Agreement. The Authority will have power to plan for, acquire, construct, manage, maintain, operate, and control facilities for the collection, transmission, treatment, reclamation, sale and disposal of wastewater and to enter into contracts to provide services to other governmental or non-governmental entities within or outside its boundaries.

(b) Specific Powers

The Authority is hereby authorized, in its own name, to perform all acts necessary for the exercise of said powers, as allowed by law, including but not limited to any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents and employees;

- (c) to apply for and accept grants, advances and contributions;
- (d) to make plans and conduct studies;
- (e) to acquire, construct, manage, maintain, or operate, any building, works, or improvements;
- (f) to acquire, hold or dispose of property;
- (g) to sue and be sued in its own name;
- (h) to incur debts, liabilities, or obligations, subject to limitations herein set forth;
- (i) to issue indebtedness;
- (j) to establish rates, tolls, fees, rentals, or other charges in connection with the Facilities and services provided by the Authority;
- (k) to develop and adopt Policies and Procedures for the conduct of business of the Authority;
- (l) to plan for, acquire land or rights of way for, construct, operate, or maintain facilities owned by an Agency when necessary to meet joint discharge requirements, subject to the provisions of Section 16 hereof; and
- (m) to enter into joint exercise of powers agreements pursuant to the Act.

For the purposes of California Government Code Section 6509, the powers of the Authority will be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Hayward, a charter city.

Section 6. Boundaries

The boundary of the Authority will be the consolidated boundaries of all Agencies, as may be amended from time to time.

Section 7. Organization

(a) East Bay Dischargers Authority Commission

The Authority will be governed by a five-member Commission, which will exercise all powers and authority on behalf of the Authority.

(b) Members

The Commission will consist of five members, one from each Agency (“member” or “commissioner”). Each Agency will appoint one person to act as its representative as a member of the Commission and one person as an alternate member to serve in the absence of the Agency's member. Each member and alternate will hold office from the first meeting of the Commission after their appointment by the Agency which they represent until their successor is selected. Each member and alternate will serve at the pleasure of the Agency which they represent and may be removed at any time, with or without cause, in the sole discretion of the Agency's governing body.

Each member and alternate must be a member of the governing body of the Agency which they represent. Each Agency will be empowered to vote through its designated member or alternate, but only the member or the alternate may vote on a given action.

(c) Voting

Approval by: (a) three or more commissioners; and (b) greater than fifty percent of the weighted votes based on Maximum Flow Rate Capacity is required to adopt any action, except as set forth in subsections (2) and (3) below.

(1) Commissioner and Weighted Voting Calculations

Every action will be subject to two vote calculations. The first is a calculation of the commissioners' votes, and each commissioner is allocated one vote. The second is a calculation of weighted votes based on the Maximum Flow Rate Capacity, and the commissioners will be allocated votes as set forth in Schedule E.

In the event that one or more Agencies' Maximum Flow Rate Capacity is increased pursuant to Section 11(d), the General Manager will recalculate the percentages set forth in Schedule E and such revisions will be automatically incorporated in this Agreement.

(2) Actions Requiring Unanimous Approval

Notwithstanding the foregoing, the following actions require unanimous approval of the entire membership of the Commission:

1. Amendment of this Agreement;
2. Termination during the Term;
3. Approval of modifications to, or extension of, the Master Agreement between the Livermore-Amador Valley Water Management Agency ("LAVWMA") and the Authority, dated April 26, 2007;
4. Approval of any agreement that would result in the utilization of the Facilities to dispose of brine pursuant to Section 23(b)(1);
5. Changes to the ownership of Authority Facilities; and
6. Approval of the Authority Policies and Procedures regarding purchasing and brine.

(3) Other Actions

For the purpose of Commission actions related to effluent violations addressed in Section 16(b), the unanimous vote requirement will not include the violating Agency(ies) and the commissioner from the violating Agency(ies) will not be permitted a vote.

(d) Principal Office

The principal office of the Authority will be located within the boundaries of the Authority and will be established by the Commission. The Commission is hereby granted full power and authority to change said principal office from one location to another, provided at least fifteen days' notice is given to each Agency, the Regional Water Quality Control Board and to such agencies or offices as required by law.

(e) Officers

The Authority will have the following officers: Chair, Vice-Chair, General Manager, Treasurer, and Auditor (the positions of Treasurer and Auditor may be held by a single individual). The members of the Commission will select from the Commission a Chair and Vice-Chair who will hold office for a period of one year, commencing July 1 of each and every Fiscal Year; provided, however, that in the event that an Agency removes from the Commission a member serving as an officer or an officer resigns his or her position, the Commission will select

a member of the Commission to fill that vacant office for the remainder of that Fiscal Year. The positions of General Manager, Treasurer, and Auditor may be filled by any qualified person, except with regard to the Treasurer and Auditor as provided in Section 6(g)(1).

(f) General Manager

The Commission will employ or contract for the services of a General Manager. The General Manager may be a staff member of one of the Agencies.

(1) Duties

The Commission will prescribe the duties, compensation, and terms and conditions of employment of the General Manager. At a minimum, the General Manager will coordinate the business and operations of the Authority, attend Commission meetings, prepare, distribute and maintain minutes of Commission meetings and official actions of the Authority, and carry out other duties as may be assigned by the Commission. The General Manager will make monthly reports to the Commission and the Treasurer, if the General Manager is not also serving as the Treasurer, of all expenditures for the preceding month. The General Manager serves at the pleasure of the Commission.

(2) Delegated Authority

The General Manager will have the full power and authority to employ and discharge employees of the Authority; prescribe the duties of employees; and fix and alter the compensation of employees, within the Commission adopted budget and Compensation Plan. Once the Commission adopts a budget, the General Manager also has delegated authority to take actions consistent with the approved budget and Policies and Procedures, pursuant to Section 8(e).

(g) Treasurer and Auditor

(1) Appointment

The Commission may at any time appoint one or more qualified persons to either or both of the positions of Treasurer or Auditor as provided in the Act, Section 6505.6. In the event such appointment is not made, the treasurer and auditor of Alameda County, respectively, are designated the Treasurer and Auditor of the Authority with the powers, duties, and responsibilities specified in the Act, including, without limitation, Sections 6505 and 6505.5 thereof. Current

Agency staff members or elected officials are not eligible to serve as Treasurer or Auditor of the Authority.

(2) Accountability

There will be strict accountability of all Authority funds and report of all receipts and disbursements and compliance with the Act.

(h) Bonding Persons having Access to Property

As provided in Section 6505.1 of the Act, the Treasurer and General Manager are hereby designated as the persons who have charge of, handle, and have access to the property of the Authority. The Commission may require such persons to file an official bond in an amount to be fixed by the Commission. If required, cost of said bond will be paid by the Authority.

(i) Officers, Employees and Agents; Compatible Offices; Compensation

Except as provided herein, any officer, employee, or agent of the Authority may also be an officer, employee, or agent of any Agency, provided that the Commission or General Manager determines that the two positions are compatible.

All privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of an Agency when performing their respective functions will apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, agents, or employees directly employed by the Authority will be deemed, by reason of their employment by the Authority, to be employed by any Agency or to be subject to any of the requirements of any Agency. Charges for the services of the General Manager and other administrative or operating personnel supplied by any Agency will be jointly agreed upon with the Agency or Agencies furnishing the services.

(j) Rules of the Commission

The Commission will adopt, and from time to time amend, the Rules of the Commission as necessary or convenient in the determination of the Commission to achieve or facilitate the purposes hereof.

Section 8. Meetings; Budget and Contributions

(a) Regular Meetings

The Commission will hold at least one regular meeting each year. The date upon which, and the hour and place at which each such regular meeting will be held, will be fixed by resolution of the Commission.

(b) Special Meetings

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the California Government Code.

(c) Notice And Conduct of Meetings

All meetings of the Commission will be held subject to the provisions of the Ralph M. Brown Act, Section 54950 et seq. of the California Government Code, and other applicable laws of the State of California.

(d) Quorum

A majority of the members (or, in the absence of a member, that member's alternate) of the Commission will constitute a quorum.

(e) Budget; Contributions; Delegation of Authority

(1) Budget

The Commission will adopt an annual or biennial budget for the ensuing Fiscal Year(s) prior to July 1. The budget will include sufficient detail to constitute a fiscal control guideline, specify cash flow requirements from each Agency, grant reimbursements, and cash receipts and expenditures to be made for Operation and Maintenance Costs, Planning and Special Studies Costs, and Capital Costs for the Facilities, and other necessary and appropriate expenditures.

(2) Contributions; Delegation of Authority

Approval of the budget by the Commission will constitute authority for the General Manager to bill the Agencies for their contributions, expend funds after appropriate award of contract and for the purposes outlined in the approved budget, and receive grant funds.

Additionally, the Authority may bill the Agencies for any Capital Costs approved by the Commission.

Section 9. Elections

For the purpose of holding any election within the Authority's boundaries, the Commission may call and hold an election to submit propositions to the electors of the Authority in the same manner as the board of supervisors of a county may call and hold county elections, and the electors of the Authority will have the right to petition for referendum on any ordinance enacted by the Commission in the same manner as the electors of a county, except that all computations referred to in those sections and the officers of the county mentioned in those sections will be construed to refer to comparable computations and officers of the Authority. For the purposes of any such election or referendum petition, the electors residing within the boundaries of the Authority who would be qualified to vote for candidates for Governor at any general election will be the electors of the Authority.

Section 10. Ownership of Authority Facilities; Responsibility for Failure of the Transport System

(a) Ownership of Authority Facilities.

The Authority will own and hold title to the Authority Facilities, as specifically outlined in Schedule A. Each Agency will own an undivided portion of the Authority Facilities proportional to each Agency's Maximum Flow Rate Capacity as set forth in the Fixed Operation and Maintenance Costs allocation in Schedule B. Except as set forth below, the Authority will be responsible for all costs and expenses related to the operation, maintenance, and repair of Authority Facilities.

(b) Transfer of Ownership of the Pump Stations.

At the end of the Term, or upon earlier termination pursuant to Section 20, the Oro Loma Effluent Pump Station will become the joint property of all Agencies, except San Leandro, in proportion to each Agency's Maximum Flow Rate Capacity at the time of termination; the Hayward Effluent Pump Station will become the sole property of Hayward; and the Union Effluent Pump Station will become the sole property of Union, unless transferred sooner as set

forth in this subsection 10(b). Upon termination or expiration of the Agreement, the Authority Facilities (excluding the pump stations) will be disposed of as set forth in Section 20.

In the event Union relocates the Union Effluent Pump Station from its location as of the effective date of this Agreement, ownership of the pump station will transfer to Union at that time. Union and the Authority agree to execute any and all documents necessary to effectuate such transfer. At such time, the General Manager will update Schedule A and the revised Schedule A will be automatically incorporated in this Agreement. Operation and Maintenance costs of the Union Effluent Pump Station will continue to be allocated as outlined in Schedule B for the duration of the Term, irrespective of ownership.

(c) Responsibility for Failure of the Transport System.

(1) State or Federal Reimbursement.

In the event of Failure of the Transport System, the Authority will be the applicant for the purposes of any state or federal reimbursement, if applicable.

(2) Determination of Failure.

The General Manager is responsible for determining whether a Failure has occurred, in accordance with applicable Policies and Procedures. In the event of such determination, the Authority will provide written notice of the Failure to the Agency(ies) using the relevant segment of the Transport System affected by the Failure within 24 hours of the determination. The General Manager's determination may be appealed to the Commission in accordance with applicable Policies and Procedures.

(3) Temporary and Emergency Repair.

In the event of Failure, the Authority will be responsible for performing any required temporary and emergency repair reasonably necessary to prevent further harm to the Transport System, to other Authority Facilities, or to third parties or the environment, and to promptly restore the function of that portion of the Transport System that failed.

(4) Permanent Repair.

In the event of Failure of the Transport System, the Agencies currently using the relevant segment of the Transport System affected by the Failure may determine whether or not to: (a) undertake a permanent (20-years or more) repair to the Transport System in order to

restore or maintain the functionality of the Transport System, or (b) permanently abandon the relevant segment and, if needed, which Agency should manage the project. Such decision must be unanimous among the Agencies using the relevant segment of the Transport System, and must be evidenced by written notification from such Agencies' general managers or city managers. If the Authority does not receive such correspondence within 90 days of the notice from the Authority regarding the initial Failure, the Authority will repair the Transport System. At the request of one or more of the Agencies using the relevant segment of the Transport System, the Authority may extend the 90 day period. If the Agency(ies) currently using the relevant segment of the Transport System determines not to undertake a permanent repair, the failed segment of the Transport System must be permanently isolated, and the abandonment of the segment may not render other parts of the Transport System inoperable.

Any decision not to repair a segment of the Transport System will not impact an Agency's Maximum Flow Rate Capacity rights and obligations, as set forth in Section 11.

(5) Allocation of Costs of Repairing Failure of the Transport System or Abandoning a Segment of the Transport System.

The costs associated with all Failure(s) of the Transport System, including costs related to any repairs, whether such repairs are performed by the Agencies or the Authority and whether such repairs are temporary emergency repairs or permanent repairs, or abandonment of one or more segments of the Transport System, as well as costs associated with environmental liability or third party claims arising from such Failure(s), will be allocated as set forth herein. The first One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000) in aggregate costs for all Failures will be allocated based on the table set forth in Schedule H. All costs over One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000) will be allocated based on the table set forth in Schedule G.

Depending on the extent of the Failure, it is likely that the Authority will not have sufficient funds in its reserve to pay for the repairs or abandonment and will require funds from the financially responsible Agencies, based on the allocations set forth above, in advance of performing any repair or abandonment. The Authority need not exhaust its reserve before requiring advance payment as described in this subsection.

(6) Failures Arising from the Acts Authority Employees or Third-Party Contractors.

The Authority may engage its own staff, or the staff of an Agency or a third-party contractor, to perform construction and maintenance projects on the Transport System. If in the implementation or performance of such project there is a Failure caused by the negligent, reckless, or willfully wrongful acts of those Authority-engaged personnel, any costs to address the Failure, including costs associated with environmental and third party claims, will be reimbursed by such party's insurance or as agreed to in the required indemnification provisions described in this subsection 10(c)(6). The Authority will maintain insurance to cover its potential liabilities under this subsection as may be approved by the Commission and will require any Agency or third-party contractor performing work on the Authority's behalf to indemnify the Authority, in a form to be approved by the Commission, against all losses that may arise out of the performance of the work. The Authority will require that any Agency or third-party contractor performing such work on behalf of the Authority maintain insurance in such types and amounts as the Authority may from time to time establish and naming the Authority and the Agencies as additional insureds. The Authority will adopt Policies and Procedures to implement these requirements. Any costs not covered by such insurance or indemnity provisions will be borne by the Authority and will be allocated according to Schedule H.

Section 11. Capacity Rights

(a) Capacity Rights; Volume

Each Agency has acquired, subject to the terms and conditions of the Agreement, the capacity and right to discharge to the Authority Facilities at that Agency's Maximum Flow Rate Capacity. All effluent which is discharged to the Hayward Marsh by Union pursuant to the Hayward Marsh MOU, will not be counted toward Union's Maximum Flow Rate Capacity.

With the exception of Union Effluent Pump Station, all pump stations will be designed and maintained to manage the capacities set forth in Schedule F with any single pump out of service. Per the Hayward Marsh MOU, the Union Effluent Pump Station may be designed and maintained to manage Union's capacity set forth in Schedule F, plus the flow that Union is approved to discharge to the Hayward Marsh, with any single pump out of service.

(b) Temporary Capacity Exceedance

Should any Agency exceed its Maximum Flow Rate Capacity it will make best efforts to reduce its flows to within its allocated capacity. Capacity exceedance fees will be calculated as follows:

(1) First Exceedance:

No charge for an Agency that exceeds its Maximum Flow Rate Capacity, based on a 3-hour average, the first time in a Fiscal Year. An Agency's first exceedance will not exceed twenty-four hours, and after such 24 hour period, any continuing exceedance will be considered a second exceedance.

(2) Subsequent Exceedances:

Any Agency that exceeds its Maximum Flow Rate Capacity, based on a 3-hour average, for the second and each subsequent exceedance in a Fiscal Year, will be charged \$0.005/gallon of exceeded flow. The Authority will calculate an exceedance based on the formula set forth in Schedule D.

Notwithstanding the foregoing, any discharge by Union to the Hayward Marsh pursuant to the Hayward Marsh MOU, will be subtracted from Union's total flow for the purposes of determining whether Union has exceeded its Maximum Flow Rate Capacity. All capacity exceedance fees will be applied to, and reduce the total of, the fixed operating costs due from the non-exceeding Agencies' fixed operating costs for that or the following Fiscal Year.

Any costs related to an unpermitted discharge or other violation due to the exceedance of one or more Agencies will be allocated as set forth in Section 16(a).

(c) Temporary Capacity Exceedance at the Request of the Authority.

Notwithstanding the foregoing, the Authority may request that one or more Agencies temporarily exceed their Maximum Flow Rate Capacity in order to preserve the Agency(ies)' capacity in storage, in accordance with approved Policies and Procedures. Agencies complying with an Authority request to exceed their Maximum Flow Rate Capacity will not be charged capacity exceedance fees, nor will any such exceedance count as an Agency's first exceedance under Section 11(b) above. In no event will any Agency be required to comply with any Authority request to temporarily exceed its Maximum Flow Rate Capacity. Authority requests to

temporarily exceed an Agency's Maximum Flow Rate Capacity will not be a basis for permanently increasing an Agency's Maximum Flow Rate Capacity without following the process set forth in Section 11(d). Any Authority request to exceed an Agency's Maximum Flow Rate Capacity will not be to the detriment of, or harm, any Agency.

(d) Increase of Maximum Flow Rate Capacity and Notice Procedures

(1) Notice of Intent to Increase Maximum Flow Rate Capacity.

If an Agency desires to increase its Maximum Flow Rate Capacity, it must notify the Authority on or before January 1 in order for the increase to take effect on July 1 of the following Fiscal Year. An Agency may not increase its Maximum Flow Rate Capacity more than once in a Fiscal Year. In the event no Agency provides such notice in any given year, there will be no change in any Maximum Flow Rate Capacity.

(2) Opportunity for Agencies to Respond to a Notice of Intent to Increase Maximum Flow Rate Capacity.

Upon notification by the Authority that an Agency desires to increase its Maximum Flow Rate Capacity as set forth in subsection 11(d)(1), all other Agencies will have ninety (90) days to notify the Authority of an Agency's desire to increase its Maximum Flow Rate Capacity at the same time. Once the ninety (90) day period is complete, the Authority will notify all Agencies of the revised Maximum Flow Rate Capacity of each Agency.

(3) Allocation of Costs Associated with Modifications to Accommodate an Increase.

Any Agency seeking to increase its Maximum Flow Rate Capacity will bear the full cost and expense of any engineering and modifications to Facilities that may be required to accommodate such additional flows. If more than one Agency seeks to increase its Maximum Flow Rate Capacity, the Agencies increasing their Maximum Flow Rate Capacities will each bear (A) the full cost and expense of any engineering and modifications to Facilities that may be required to accommodate only that Agency's additional flows; and (B) the proportionate cost and expense of any engineering and modifications to Facilities that are required to accommodate more than one Agency's additional flows, based on the proportionate increase in Maximum Flow Rate Capacities. The General Manager, in consultation with the general managers and city

managers, or designee, from each of the Agencies, will make the preliminary determination of the need for any modifications. In the event an Agency(ies) disagrees with the General Manager's determination, the Authority will engage a professional engineer to evaluate the need for engineering and modifications. If the Agency(ies) seeking Maximum Flow Rate Capacity increase disagrees with the General Manager's determination, the cost of engaging a professional engineer will be borne solely by that Agency(ies). If a non-increasing Agency(ies) disagrees with the General Manager's determination, the cost of engaging a professional engineer will be divided equally between the Agency(ies) seeking the increase and the non-increasing Agency(ies) that disagrees with the General Manager's determination. Further disputes related to the need for modifications will be resolved pursuant to the dispute resolution procedures set forth in Section 19.

(e) No Reductions in Maximum Flow Rate Capacity During the Term.

No Agency may reduce its Maximum Flow Rate Capacity during the Term. Once an Agency has taken action set forth in subsection 11(d) to increase its Maximum Flow Rate Capacity, it may not thereafter reduce its revised Maximum Flow Rate Capacity during the Term.

Section 12. Allocation of Operation and Maintenance Costs, Capital Costs, and Planning and Special Studies Costs.

(a) Allocation of Operation and Maintenance Costs.

Operation and Maintenance Costs will be allocated to each Agency as set forth in Schedule B.

Meters will be used to measure the discharge of effluent from the treatment facilities of Union, Hayward, the combined facilities of Oro Loma and Castro Valley, and San Leandro for the purposes of determining flow under Schedule B and for other purposes, including but not limited to, regulatory reporting.

(b) Allocation of Capital Costs.

(1) Capital Costs related to the pump stations which exceed a total cost of \$10,000 per project, plus allocated general administrative expenses attributable to such Capital

Cost activities, will be allocated based on Maximum Flow Rate Capacity as set forth in Schedule H, which excludes San Leandro.

(2) Capital Costs related to the Transport System which exceed a total cost of \$35,000 per project, plus allocated general administrative expenses attributable to those Capital Cost activities, will be allocated: (i) based on Maximum Flow Rate Capacity as set forth in Schedule H, which excludes San Leandro, until a total of three hundred and twenty-five thousand dollars (\$325,000) has been expended for projects not approved as of July 1, 2020, and thereafter (ii) based on each Agency's use of the segment of pipeline as set forth in Schedule G; provided, however, that any unexpended portion of the \$325,000 limit will be adjusted annually to reflect any increase in the cost of construction of similar projects as established by the Engineering News-Record 20-City Building Cost Index using July 1, 2020 as the baseline. Notwithstanding the above, costs associated with Failures will be allocated as set forth in Section 10.

(3) Capital Costs related to the Bay Outfall, the Operations Center, and the Marina Dechlorination Facility which exceed a total cost of \$10,000 per project, plus allocated general administrative expenses attributable to such Capital Cost activities will be allocated based on Maximum Flow Rate Capacity for all Agencies, as set forth in the Fixed Operation and Maintenance Costs allocation in Schedule B.

(c) Allocation of Planning and Special Studies Costs.

Planning and Special Studies Costs will be allocated to each Agency as set forth in Schedule C.

(d) Capital Costs Allocated as Operation and Maintenance Costs.

Except as otherwise provided herein, Capital Costs for Facilities other than Union Effluent Pump Station that total less than \$10,000 per project (for non-Transport System projects) or less than \$35,000 (for Transport System projects) will be allocated in the same fashion as Operation and Maintenance Costs under Section 12(a) of this Agreement. The Authority may not divide work into small projects for the purpose of allocating project costs as Operation and Maintenance Costs, rather than as Capital Costs.

(e) Management of Capital Costs for the Union Effluent Pump Station.

In fiscal years from 2020/21 through 2029/30, the Authority will pay Union a total of Four Million, Two-Hundred Thousand dollars (\$4,200,000), divided in ten equal and annual installments, as a credit toward their annual budget contribution for Operation and Maintenance Costs, for all Capital Costs associated with the Union Effluent Pump Station during the Term of the Agreement. These Capital Costs will be allocated based on Maximum Flow Rate Capacity, excluding San Leandro, as set forth in Schedule H. Union will undertake control and responsibility of all Capital Costs for the Union Effluent Pump Station, in consultation with the Authority. Any Capital Costs for the Union Effluent Pump Station in excess of the amount set forth above will be borne by Union.

(f) Renewal and Replacement Fund.

The Authority has established a Renewal and Replacement Fund to provide funding for the Capital Costs of rehabilitation and replacement of Authority Facilities. Each Agency will fund the Renewal and Replacement Fund in such amounts as may be determined by the Commission, taking into account the foregoing Capital Cost allocations.

(g) Authority Cost Allocation Summary

For convenience of reference, Schedule I includes a summary of the above listed costs and the respective allocation and schedule.

Section 13. Payment of Operation and Maintenance and Capital Costs

Not later than March 1st of each year, the Authority will provide each Agency with an estimate of its allocated share of the projected Operation and Maintenance Costs and Capital Costs for the forthcoming Fiscal Year. Each Agency hereby agrees to include in each annual budget approved by the governing body of such Agency amounts estimated to be sufficient to pay all such charges and to pay to the Authority within thirty days of receipt of a statement of the Agency's allocated share of the actual Operation and Maintenance Costs and Capital Costs for the billing period. The billing period will be determined by the Commission. The Authority is hereby authorized to take any or all legal actions necessary and permitted by law to enforce the collection of such charges or any other compliance with this Agreement, including, but not limited to, actions or proceedings in mandamus to require each Agency to include the amounts

estimated to be necessary in each such estimated annual budget, or to collect such charges from the taxpayers, landowners, or users of any of the Facilities.

Section 14. Records and Accounts

The Authority will cause to be kept accurate and correct books of account, showing in detail the costs and expenses of any construction and the maintenance, operation and administration of the Facilities and all financial transactions of the Agencies relating to the Facilities, which books of account will correctly show any receipts and also any costs, expenses, or charges to be paid by all or any of the Agencies hereunder, and also records of the effluent flow from each of the Agencies. Time records and books of account will be open to inspection at all times by any representative of any of the Agencies, or by any accountant or other person authorized by any Agency to inspect said books of account.

Section 15. Income from Operations

Income arising out of the operation of the Facilities, including the sale of recycled water, will be retained as part of the fund balance in the fund in which it is earned. Any interest earned on the fund balance will also be retained in the fund. The fund balance may be used as an operating reserve or, upon approval of the Commission, to fund additional study, design or construction, or upon approval by the Commission may be refunded to the Agencies on the basis of the Fixed Operation and Maintenance Costs allocation in accordance with Schedule B.

Income from the lease of capacity rights, sale of services or assets, or connection fees will be deposited in the Renewal and Replacement Fund.

Section 16. Failure to Meet Discharge Requirements

(a) Capacity Exceedance.

If the Authority experiences an unpermitted discharge or other violation due to high flows caused by one or more Agencies' exceedance of the Maximum Flow Rate Capacity as detailed in Section 11(b), any fines or other sanctions or costs imposed on the Authority will be allocated to the exceeding Agency(ies) based on an instantaneous (defined as a 5-minute) exceedance. The General Manager will be responsible for determining which Agency(ies)

caused the unpermitted discharge or violation and the General Manager's determination is subject to appeal to the Commission in accordance with applicable Policies and Procedures.

(b) Effluent Violation.

The Authority will cause the combined effluent of all Agencies, as well as the receiving water of the combined discharge, to be monitored to determine whether or not federal and/or state discharge requirements are being met. In addition, the Authority will cause the effluent of each Agency to be monitored. If the combined effluent of all Agencies at the point of ultimate discharge into the receiving water fails to meet discharge requirements, the Agency or Agencies responsible for the violations will be solely responsible for any fines levied or criminal sanctions imposed. Upon notification of such violation, the Agency or Agencies must take prompt, corrective action as necessary to meet said discharge requirements.

If any Agency fails to take such action, the Authority, by unanimous vote of the Commission (excluding those members of the Commission who are representatives of the Agency or Agencies who are in violation of the discharge requirements), may elect to do either one or both of the following:

- (1) Undertake the operation of existing facilities or construction and operation of additional treatment facilities as necessary to meet said discharge requirements at the cost and expense of the violating Agency(ies).
- (2) Impose a prohibition on additional connections to the collection system of the Agency(ies) in violation.

In the event that one or more Agencies are obligated to provide additional levels of treatment to meet waste discharge requirements for the combined effluent, all Agencies requiring the additional levels of treatment will participate in the costs of such treatment based on their proportionate contribution of waste characteristics to be treated and the costs of providing such treatment. Nothing in this Section will preclude one or more Agencies from providing additional levels of treatment to ensure compliance with waste discharge requirements for the combined effluent.

(c) Indemnification.

To the extent permitted by law, the Agency(ies) that fail to meet discharge requirements will indemnify, keep and save harmless the Authority and the other non-violating Agencies and

their respective directors, officers, agents, and employees against any and all liability, demands, loss, damage, settlement expenses, suits, claims, or actions (including, without limitation, attorney fees, expert witness fees, investigation costs, all legal costs and fees) arising from the violation. In the event two or more Agencies are responsible for a violation as above provided, the Agencies responsible for the violation will be jointly and severally responsible to the Authority and to the other non-violating Agencies. The Agency(ies) responsible for the violation further agrees to defend any and all such suits, claims, or actions, with counsel acceptable to the Authority in its reasonable discretion, and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached against the Authority or the other non-violating Agencies, or any of the individuals enumerated above in any such action, the responsible Agency(ies), will at its expense, satisfy and discharge the same. This indemnification will survive the termination or expiration of this Agreement.

Section 17. Future Projects

It is understood that it may be in the interest of the Agencies for the Authority to acquire and construct additional Authority Facilities. This Agreement is subject to modification in the event all Agencies desire to do so.

Section 18. Contributions, Payments and Advances, Use of Personnel, Equipment or Property; Exchange of Services

It is hereby agreed that:

- (a) Contributions from an Agency's treasury may be made for the purpose set forth in this Agreement.
- (b) Payments of public funds of an Agency may be made to defray the cost of such purpose.
- (c) Each of the Agencies may make advances of public funds, to be repaid as set forth in this Agreement.
- (d) Subject to approval of the General Manager, personnel, equipment, or property may be used in lieu of other contributions or advances.

- (e) The Agencies may exchange services without payment of any consideration other than such services; or an Agency may agree to provide all or any portion of such services to another Agency.
- (f) The Commission may provide for the repayment or return to an Agency of all or any part of any contributions, payments, or advances made by that Agency.

Section 19. Dispute Resolution

In the event of any dispute, the parties will promptly meet and confer, first at a staff level and then elevated to a meeting of Commissioners, in a good faith attempt to resolve the dispute. In connection with such negotiations, the party asserting the dispute must provide the other with a written description of the nature of the dispute, along with reasonable supporting documentation. If a dispute cannot be resolved by the parties independently, they may agree to submit such dispute to non-binding mediation by a mutually agreed-upon neutral third party with offices in the San Francisco Bay Area. The cost of mediation will be shared equally. In the alternative, a party may choose to resolve questions or disputes arising under this Agreement through arbitration or judicial determination.

Section 20. Termination; Expiration; Disposition of Assets

The Agencies agree to the following procedures for the disposition of the Authority's assets and obligations. Unless terminated sooner pursuant to this Section 20, this Agreement will expire at the end of the current Term. In the event of such expiration or earlier termination, the Agencies will dispose of the Authority's assets and obligations as set out below and authorized by law. In the alternative, at the end of the Term, the Agencies may choose to waive this provision and select a different method for disposition of assets and obligations, provided such agreement is in writing and adopted in accordance with the Amendments procedures in Section 21. No Agency may withdraw from the Authority prior to the end of the Term.

(a) Termination during the Term.

The Agencies may terminate the Agreement prior to the end of the Term by agreement of all the Agencies in writing, such agreement being authorized by the governing body of each of the Agencies.

(b) Disposition of Assets and Obligations Upon Termination or Expiration of the Agreement.

(i) Disposition of Certain Authority Facilities

As set forth in Section 10(b), certain Authority Facilities (pump stations), will transition ownership at the end of the Term, or any earlier termination.

(ii) Disposition of Remaining Authority Facilities

In the event that all Agencies do not reach an agreement to extend the term of the Agreement or to renew, revise, replace or terminate the Agreement pursuant to subsection (c) below, the Authority will dispose of the remaining Authority Facilities not already disposed of pursuant to subsection (b)(i) and Section 10(b). The cost of such disposal will be borne by the Authority prior to the disposition of all remaining assets as set forth in subsection (b)(iii).

(iii) Disposition of All Remaining Assets

After the discharge of all enforceable liabilities, the remaining Authority assets will be liquidated and will be divided among the then parties to this Agreement based on each Agency's Maximum Flow Rate Capacity as of July 1, 2020.

(iv) Disposition of Retirement Obligations

In terminating this Agreement, the Agencies agree to apportion the Authority's retirement obligations among all Agencies based on each Agency's Maximum Flow Rate Capacity as of July 1, 2020. All Agencies will comply with all legal requirements related to the Authority's pension liabilities and obligations as specified in the Act and the Public Employees Retirement Law (California Government Code Section 20000 *et seq.*).

(c) Negotiations to Extend the Term of the Agreement

Five years before the end of the Term, the Agencies will enter into good faith negotiations to determine whether it is appropriate to renew, extend, revise, replace or terminate the Agreement. Such negotiations may include matters such as the process by which Agencies may leave the Authority prior to and following any renewal, extension, revision or replacement of the Agreement and the related disposition of assets and obligations, the ownership of Facilities, and whether Agencies will be permitted to reduce their Maximum Flow Rate Capacities. In the event all Agencies are unable to reach agreement prior to the end of the Term, the Agreement will terminate.

(d) Disposition of Obligations Imposed After Termination or Expiration of the Agreement.

The Agencies acknowledge that it is possible obligations arising out of or related to the Agreement may remain following termination of, or be imposed on the Authority after termination of, the Agreement, for which events giving rise to such obligations arose during the Term of the Agreement. Such obligations may include the decommissioning or disposal of Facilities, if ordered by a regulatory agency or other entity. In the event such post-termination or post-expiration obligations remain or are imposed, the costs related to such obligations will be apportioned to all Agencies based on each Agency's Maximum Flow Rate Capacity as of July 1, 2020.

(e) Survival of Obligations

The Agencies' obligation to fund post-termination or post-expiration obligations referenced in subsections (b)(iv) and (d), above, will survive termination or expiration of this Agreement.

(f) Post-Termination Notices

Upon termination of this Agreement, the Authority will designate a contact name and address for any post-termination or post-expiration notices.

Section 21. Amendments

This Agreement may be amended only by an agreement approved and executed in writing by the governing bodies of all of the Agencies. In the event another governmental entity adopts a law or regulation, which materially impacts the manner in which the Authority functions, it is anticipated that amendment or termination of this Agreement will be required.

Section 22. Authority Use of Agencies' Emergency Outfalls and Flow Equalization Storage

During the Term, all Agencies will continue to permit the Authority to utilize Agency owned and operated outfalls for emergency relief as detailed in approved Policies and Procedures. In no event will Union be required to comply with any Authority request to temporarily utilize its outfall. Further, the Authority may request that one or more Agencies utilize Agency owned and operated flow equalization storage facilities in order to manage wet weather flows or facilitate maintenance activities, in accordance with approved Policies and Procedures. In no event will any Agency be required to comply with any Authority request to temporarily utilize its flow equalization storage.

Section 23. Brine Disposal and the Development and Use of Recycled Water

(a) Development and Use of Recycled Water.

The Authority and the Agencies support the development and use of recycled water. The volume of flow that an Agency recycles that does not utilize any Authority Facilities will not be included in the effluent flow reported by the Agency for the purposes of calculating O&M Variable Costs. To the extent that recycled water is conveyed or pumped using Authority Facilities, it will be included in the Agency's reported effluent flow. Water recycling by the Authority and by any Agency will be conducted in accordance with the Authority's Water Recycling Policy, as it may be updated from time to time.

(b) Disposal of Brine.

The Authority and the Agencies acknowledge that use of the Authority's Bay Outfall may provide an environmentally beneficial and cost-effective method of disposing of brine. The Agencies desire that both volume and pollutant loading capacity in the Facilities be available for disposal of brine generated from an Agency's production of recycled water.

(1) Non-Agency Generated Brine

Any project or activity that results in utilization of the Facilities to dispose of brine generated outside the Authority's boundaries or from source water not already treated by an Agency will be conducted in accordance with the Authority's Brine Policy, as it may be updated from time to time, and any other relevant Policies and Procedures. The Brine Policy will include a provision that the Commission unanimously approve any agreement that results in utilization of the Facilities for disposal of such brine, including any agreement to which the Authority may not be a party. Such approval will not be unreasonably withheld. The purpose of such approval is, among other things, to ensure that acceptance of brine from non-Agency sources does not limit an Agency's right to a share of capacity, both volume and pollutant loading, in the Authority Facilities to develop recycled water projects and dispose of brine. Such agreements may also provide for the Authority to receive appropriate revenue from disposal of brine, assurances that the discharge will not lead to effluent violations, and appropriate indemnification against liability resulting from such disposal.

(2) Agency-generated Brine that is not Treated Through an Agency's Full Secondary Treatment Process

Utilization of the Facilities to discharge brine that is generated by an Agency that is not treated through an Agency's full secondary treatment process will be conducted in accordance with the Authority's Brine Policy, as it may be updated from time to time, and any other relevant Policies and Procedures. The Brine Policy will provide a framework that encourages development of recycled water while addressing the possible impacts of Agency brine discharges on other Agencies, the Facilities, and the Authority's regulatory compliance. The requirement for Commission approval in subsection 23(b)(1) does not apply to brine generated by an Agency.

(3) Agency-generated Brine Treated through an Agency's Full Secondary Treatment Process

Brine generated by an Agency that is treated through an Agency's full secondary treatment process will not be subject to approval by the Authority. The requirement for Commission approval in subsection 23(b)(1) does not apply to wastewater treated by an Agency.

Section 24. Notices

Except for the notices required by Sections 10(c)(2) and 10(c)(4), any notices which any Agency or the Authority may give to another Agency or the Authority in connection with this Agreement will be given in writing and will be sent by (i) personal delivery, (ii) United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below, or (iii) Federal Express or other equivalent overnight delivery system, addressed to the party for whom intended, and addressed to the Agency at its address given below or to the Authority at its principal office, as the case may be, or to such other address as any Agency or the Authority may designate from time to time by written notice given as provided in this paragraph. Service of notice pursuant to this paragraph will be deemed complete on the day of actual delivery.

Section 25. Successors: Assignment

This Agreement will be binding upon and will inure to the benefit of the successors of the Agencies. In the event of the consolidation of some, but less than all, of the Agencies, the consolidated Agency will retain all of the rights and responsibilities of the former individual Agencies which consolidated.

No Agency may assign any right or obligation hereunder without the consent of the others.

Section 26. Severability

Should any part, term, or provision of this Agreement be decided by a final judgment of a court to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions will not be affected thereby.

Section 27. Section Headings

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 28. Incorporation of Schedules

Schedules A through I, referred to herein, are incorporated in and made part of this Agreement.

Section 29. Governing Law

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of California, without giving effect to conflict of law provisions.

Section 30. Jurisdiction

Any lawsuits between the parties arising out of this Agreement will be brought and concluded in the State of California, which will have exclusive jurisdiction over such lawsuits. With respect the venue, the parties agree that this Agreement is made in and will be performed in Alameda County, unless otherwise agreed to by the parties to the dispute or pursuant to California Code of Civil Procedure Section 394.

Section 31. Joint Drafting

All Agencies participated in the drafting of this Agreement and the Agreement will not be construed against any Agency as the drafter.

Section 32. References to Laws

All references in this Agreement to laws and regulations will be understood to include such laws and regulations as they may be subsequently amended or recodified, unless otherwise specifically provided. In addition, references to specific governmental agencies will be understood to include agencies that succeed to or assume the functions they are currently performing.

Section 33. Counterparts

Execution of this Agreement may be accomplished by execution of separate counterparts by each signatory. The separate executed counterparts, taken together, shall constitute a single agreement.

Section 34. No Escalation of Dollar Amounts

The Agencies agree that all dollar figures in the Agreement are fixed for the term of the Agreement, unless specifically designated as being subject to adjustment for inflation.

Section 35. Third Party Beneficiaries

This Agreement will not create any right or interest in any non-party or in any member of the public as a third party beneficiary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and attested by their respective officers, duly authorized to so act, on the dates set forth.

SIGNATURE BLOCKS ON FOLLOWING PAGES

UNION SANITARY DISTRICT
A Public Corporation

By: _____

Date: _____

(SEAL)
Attest:

Secretary

CITY OF HAYWARD
A Municipal Corporation

By: _____

Date: _____

(SEAL)
Attest:

City Clerk

CITY OF SAN LEANDRO
A Municipal Corporation

By: _____

Date: _____

(SEAL)
Attest:

City Clerk

ORO LOMA SANITARY DISTRICT
A Public Corporation

By: _____

(SEAL)
Attest:

Date: _____

Secretary

CASTRO VALLEY SANITARY DISTRICT
A Public Corporation

By: _____

(SEAL)
Attest:

Date: _____

Secretary

SCHEDULE A
AUTHORITY FACILITIES

A. Upon its formation in 1974, the Authority was responsible for overseeing construction of the “Phase I Project,” which was funded by a Clean Water Grant. The Phase I Project included construction of facilities to be owned by the Authority, as well as facilities to be owned by the Agencies. As such, the original Joint Powers Agreement defined Joint and Sole Use Facilities to delineate those Joint facilities to be owned and operated by the Authority and Sole Use Facilities to be owned and operated by the Agencies. In this Amended and Restated Agreement, those facilities owned and operated by the Agencies are deemed no longer relevant to the Agreement, and therefore those Sole Use Facilities have been removed from this Schedule. Those facilities owned and operated by the Authority have been renamed Authority Facilities or Facilities and are enumerated below.

B. Authority Facilities or Facilities are:

1. Control System
2. Operations Center
3. Bay Outfall
4. Marina Dechlorination Facility (MDF)
5. Oro Loma Dechlorination Facility
6. Oro Loma Effluent Pump Station (OLEPS)
7. Marina to Oro Loma Force Main
8. Oro Loma to Hayward Force Main
9. Hayward Effluent Pump Station (HEPS)
10. Hayward to Union Force Main
11. Union Effluent Pump Station (UEPS)
12. Skywest Irrigation Project
14. Other such additional facilities as determined by the Commission to be Authority Facilities

SCHEDULE B

ALLOCATION OF OPERATION AND MAINTENANCE COSTS

Operation and Maintenance Costs for Authority Facilities will be divided into, and allocated based on, the following categories:

1. Fixed Costs include all Operation and Maintenance Costs not defined below as "Variable Costs." The total Fixed Costs, less any amounts received by the Authority to offset Fixed Costs, will be apportioned to the Agencies based on their current Maximum Flow Rate Capacity (as shown in Schedule F) normalized out of 100 as follows:

San Leandro	13.74%
Oro Loma	19.44%
Castro Valley	10.30%
Hayward	14.72%
Union	42.10%

In the event one or more Agencies adjusts its Maximum Flow Rate Capacity as set forth in Section 11, this schedule will be adjusted to reflect the same.

Notwithstanding the foregoing, San Leandro will not share in any fixed Operation and Maintenance Costs for the Oro Loma Effluent Pump Station, Hayward Effluent Pump Station, or Union Effluent Pump Station, nor will it share in Operation and Maintenance Costs for the Transport System.

2. Variable Costs will be deemed to be costs of energy used for pumping, chemical costs used in operation of the Facilities, and maintenance, and repair charges incurred in the operation and maintenance of the system. Variable Costs will be allocated to the Agencies based on total effluent flow for a one year period as set forth in Policies and Procedures. Union's total effluent flow for the purposes of the calculation of Variable Costs will include any flow discharged to the Hayward Marsh pursuant to the Hayward Marsh MOU.

The volume of flow that an Agency recycles that does not utilize any Authority Facilities will not be included in the effluent flow reported by the Agency for the purposes of calculating Variable Costs. To the extent that recycled water is conveyed or pumped using Authority Facilities, it will be included in the Agency's reported effluent flow for the purposes of calculating Variable Costs.

Notwithstanding the foregoing, San Leandro will not share in any variable Operation and Maintenance Costs for the Oro Loma Effluent Pump Station, Hayward Effluent Pump Station, or Union Effluent Pump Station, nor will it share in Operation and Maintenance Costs for the Transport System.

SCHEDULE C
DISTRIBUTION OF PLANNING
AND SPECIAL STUDIES COSTS

Distribution of Planning and Special Studies Costs for the Facilities will be in proportion of Average Dry Weather Design Flows as set forth in the Final Supplement to the Project Report dated August, 1976, and will be as follows:

San Leandro	13%
Oro Loma	18%
Castro Valley	6%
Hayward	30%
Union	33%

Planning and Special Studies Costs for other than Authority Facilities and at the request of and solely benefiting one or more Agencies will be borne exclusively by the Agency or Agencies requesting such studies, including an allocation of general administrative expenses to be agreed upon by the Agency (or Agencies) and Authority when said service is requested.

Other Costs Charged to the Authority: The Authority incurs additional costs related to the operation of the Facilities (e.g. NPDES fees, Regional Monitoring Program fees, watershed permit fees). These costs will be allocated among the Agencies as set forth in Policies and Procedures.

SCHEDULE D

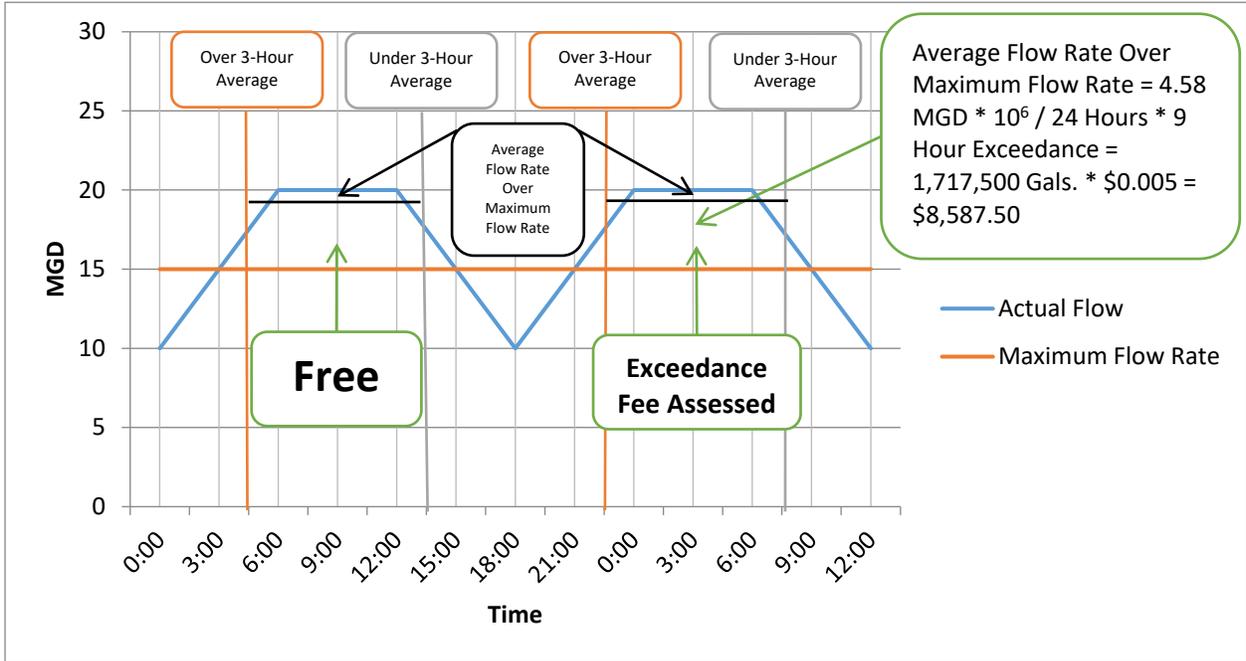
MAXIMUM FLOW RATE CAPACITY EXCEEDANCE CALCULATION

Fees associated with temporary exceedance of an agency's Maximum Flow Rate Capacity will be assessed according to the following formula:

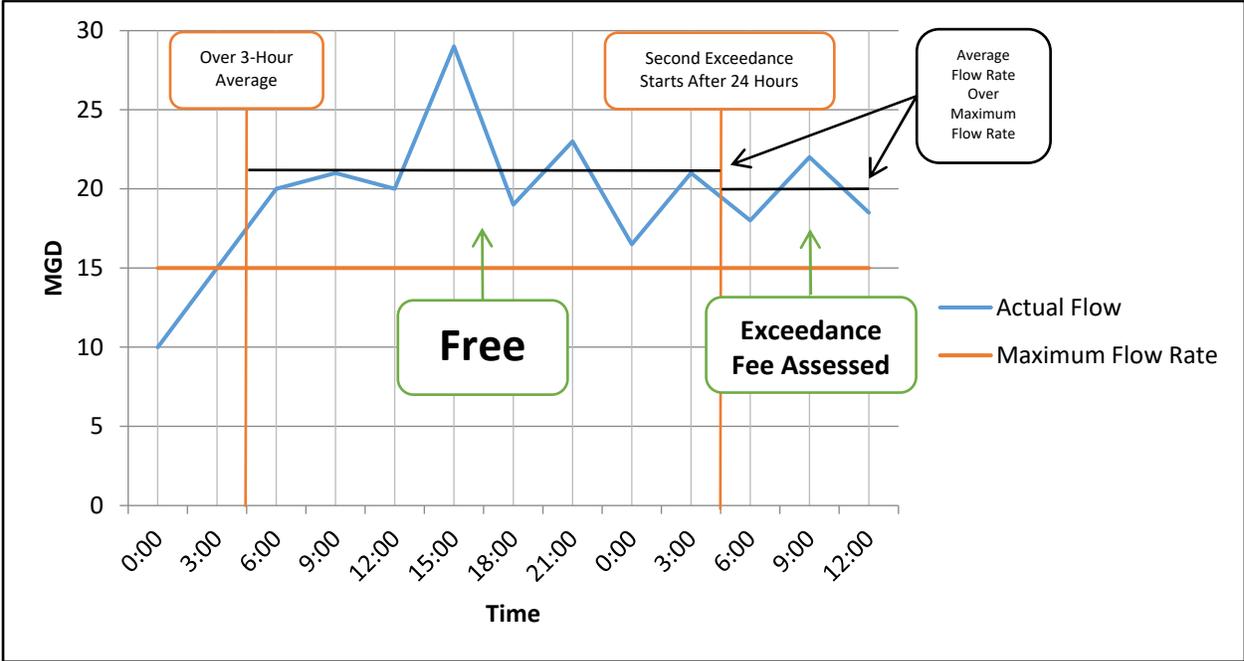
$$\text{Fee} = (\text{Average actual flow rate for the period of exceedance in MGD} - \text{Maximum Flow Rate Capacity in MGD}) * 10^6 \text{ gal} \div 24 \text{ hrs} * \text{hrs of exceedance} * \$0.005/\text{gallon}$$

Fees will be assessed when a 3-hour rolling average exceeds the Maximum Flow Rate Capacity. No fees will be assessed for the first exceedance in a given Fiscal Year. The first exceedance will end when an Agency's 3-hour average first drops back below its Maximum Flow Rate Capacity. If the Agency's 3-hour average stays above its Maximum Flow Rate Capacity, the first exceedance will end after 24 hours. The start of a new 24-hour period will be considered the start of a new exceedance. Notwithstanding the foregoing, any discharge by Union to the Hayward Marsh pursuant to the Hayward Marsh MOU, will be subtracted from Union's flow for the purposes of assessing a capacity exceedance fee.

EXAMPLE 1



EXAMPLE 2



SCHEDULE E
WEIGHTED VOTING

<u>Agency</u>	<u>Votes</u>
Union	42.10
Oro Loma	19.14
Castro Valley	10.30
Hayward	14.72
<u>San Leandro</u>	<u>13.74</u>
Total =	100

In the event one or more Agencies adjusts its Maximum Flow Rate Capacity as set forth in Section 11, this schedule will be recalculated based on the following formula:

$$\text{Agency Votes} = \text{Agency Maximum Flow Rate Capacity} \div \text{Total Maximum Flow Rate Capacity}$$

After such recalculation, a revised Schedule E will be automatically incorporated in this Agreement.

SCHEDULE F
MAXIMUM FLOW RATE CAPACITY

San Leandro	14.0 million gallons per day
Oro Loma/Castro Valley	30.0 million gallons per day*
Hayward	15.0 million gallons per day
Union	42.9 million gallons per day**

*For the purposes of individual Agency cost and vote allocations, 65% of this capacity is allocated to Oro Loma and 35% is allocated to Castro Valley.

**Any effluent discharged to the Hayward Marsh by Union pursuant to the Hayward Marsh MOU, will be subtracted from Union’s total flow when determining whether Union has exceeded its Maximum Flow Rate Capacity.

In the event one or more Agencies adjusts its Maximum Flow Rate Capacity as set forth in Section 11, this schedule will be adjusted to reflect the same.

For purposes of maintaining a historical record, prior capacities are noted below. This historical record will be updated as the above table is updated.

Maximum Flow Rate Capacity for the Period February 15, 1974 – June 30, 2020:

San Leandro	22.3 million gallons per day
Oro Loma/Castro Valley	69.2 million gallons per day
Hayward	35.0 million gallons per day
Union	42.9 million gallons per day

SCHEDULE G
TRANSPORT SYSTEM AGENCY SEGMENT ALLOCATION

Segment	Agency	Allocation
OLEPS to MDF	Union	49%
	Hayward	17%
	Oro Loma	23%
	Castro Valley	11%
HEPS to OLEPS	Union	74%
	Hayward	26%
UEPS to HEPS	Union	100%

In the event an Agency adjusts its Maximum Flow Rate Capacity as set forth in Section 11, this schedule will be recalculated based on the following formula:

Agency Segment Allocation = Agency Maximum Flow Rate Capacity ÷ Total Maximum Flow Rate Capacity for that segment

The following Transport System diagram is provided for reference in delineating the segments outlined in the above table:



SCHEDULE H

MAXIMUM FLOW RATE CAPACITY NORMALIZED OUT OF 100 -- EXCLUDING SAN LEANDRO

Union	48.8%
Oro Loma	22.2%
Castro Valley	11.9%
Hayward	17.1%

In the event an Agency adjusts its Maximum Flow Rate Capacity as set forth in Section 11, this schedule will be recalculated based on the following formula:

Agency Allocation = Agency Maximum Flow Rate Capacity ÷ (Total Maximum Flow Rate Capacity – San Leandro Maximum Flow Rate Capacity).

SCHEDULE I
AUTHORITY COST ALLOCATION SUMMARY

Budget Element	Cost Allocation Basis	Associated Schedule
O&M Variable Cost (energy, chemicals, labor)	Total annual flow	Schedule B
O&M Fixed Cost (other O&M)	Maximum Flow Rate Capacity	Schedule B (Note table is the same as Schedule E)
Capital Cost: Transport System (projects > \$35,000*)		
- First \$325,000** cumulative	Maximum Flow Rate Capacity, excluding San Leandro	Schedule H
- Once \$325,000** has been exceeded	Segment Use	Schedule G
Capital Cost: Pump Stations (projects >\$10,000*)	Maximum Flow Rate Capacity, excluding San Leandro	Schedule H
Capital Cost: Bay Outfall, Operations Center, and MDF (projects >\$10,000*)	Maximum Flow Rate Capacity	Schedule B
Special Studies	Average Dry Weather Design Flows per 1976 Project Report or other as determined on a case by case basis	Schedule C

* Projects under listed threshold will be allocated as O&M costs.

**As escalated pursuant to the Engineering News-Record 20-City Building Cost Index.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**DECEMBER 9, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: Consider Proposed Revisions to Policy No. 3070, Boardmember Officers and Committee Membership (*This is a Motion 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

Approve revised version of Policy No. 3070

Previous Board Action

December 12, 2016 – Board approved updated version of Policy No. 3070

October 14, 2019 – Board discussed revisions to Policy No. 3070 and provided direction

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. This policy has been amended as needed since 2004 to reflect current practices. The District typically consolidates its election with the statewide primary election, which was last held in June. Therefore, the timing of officer selection and committee appointments in Policy No. 3070 currently reflects a June election date.

In 2020, the State is holding its primary election in March and the District has consolidated its election with the March statewide primary election. This change in the month of District elections also requires modifications to Policy No. 3070 in three areas. The Board discussed

and provided direction on these modifications at its October 14, 2019, Board meeting, and the updated policy is now being brought to the Board for consideration.

Selection of Officers

Currently, Policy No. 3070 provides that the selection of Board officers takes place in the month of July. With the modified election date in March, the revised policy provides 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. The revised policy simply states that the informational item on committee appointments be agendaized 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, the revised policy provides that external committee assignments be agendaized and selected at the same meeting as the informational report on internal committees.

The policy also incorporates the option chosen by the Board that committee assignments will begin on July 1, except in the event that the assignment is currently vacant and requires an immediate replacement. In addition, pursuant to Board direction, language was added to provide that the Board may choose to follow a rotation for representatives to EBDA and other external committees. Although the Board discussion was focused on EBDA, to provide flexibility, the language on rotation was added generally to external committees.

Attachments:

- Updated version of Policy No. 3070
- Redline showing changes to Policy No. 3070

Effective:	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 following the certification of Board election results in election years or one year after the election of Board Officers in non-election years. Internal Board committee memberships and Board representation for External Committees shall be established following the selection of the Board Officers.

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, except that in election years, if the month in which the election of Board members is changed, the term shall run until after certification of election results. 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 regular meeting following the certification of Board election results in election years, or one year after the election of Board Officers in non-election years, 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 terms as set forth in Section 1 above. 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 representatives for External Committees annually. At the same meeting as the election of officers, 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 external committee interests shall be compiled in a motion item staff report by the General Manager, or designee, and provided to the Board for consideration. The Board shall elect the external committee representatives for one year terms to start on July 1 of each year, or as otherwise decided by the Board majority, unless the assignment is vacant, in which case the term shall begin immediately upon election. The Board may choose to follow a rotation for representatives. The election or removal of external committee representatives 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 internal committee appointments.

Supersedes Policy Dated: July 2004, September 2005, January 2008, September 2010, October 2013, December 2016

Approved by: Board of Directors _____
 Reviewers: General Manager, Board of Directors, District's attorney
 Notify Person: General Manager
 Review frequency: Every 3 years
 Next Review: October 2022

Union Sanitary District
Policy and Procedure Manual

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 following the certification of Board election results in election years or one year after the election of Board Officers in non-election years.~~ Internal Board committee memberships and Board representation for External Committees 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, except that in election years, if the month in which the election of Board members is changed, the term shall run until after certification of election results. 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 regular meeting following the certification of Board election results in election years, or one year after the election of Board Officers in non-election years~~~~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 term~~~~terms as set forth in Section 1 above~~. 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 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 external committees along with an external committee interest form 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 external committee interests shall be compiled in a motion item staff report by the General Manager, or designee, and provided to the Board for consideration. The Board shall elect the CCRs external committee representatives for one year terms to start on July 1 of each year, or as otherwise decided by the Board majority, unless the assignment is vacant, in which case the term shall begin immediately upon election or as otherwise decided by the Board majority. The Board may choose to follow a rotation for representatives. ~~The election or removal of CCRs external committee representatives shall~~ require a majority vote of the Board.

Commented [A1]: Although the Board elected Option B to keep the July 1 start date, there is some flexibility here.

Commented [A2]: Although I believe Tom was mainly concerned about a rotation for EBDA, I moved this to the general section to provide more flexibility.

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 internal committee appointments.

Supersedes Policy Dated: July 2004, September 2005, January 2008, September 2010, October 2013, [December 2016](#)

Approved by: Board of Directors [December 12, 2016](#)[October 14, 2019](#)
Reviewers: General Manager, Board of Directors, District's attorney
Notify Person: General Manager
Review frequency: Every 3 years
Next Review: [December 2019](#)[October 2022](#)



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**DECEMBER 9, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: **Authorize the General Manager to Execute Task Order No. 2 with Woodard & Curran, Inc. for the 2020 NPDES Permit Reissuance for Wet Weather Discharge**
(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
Somporn Boonsalat, Associate Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute Task Order No. 2 with Woodard & Curran, Inc. (W&C) in the amount of \$139,616 for the 2020 NPDES Permit Reissuance for Wet Weather Discharge.

Previous Board Action

None.

Background

The District's Alvarado Wastewater Treatment Plant currently operates under three National Pollution Discharge Elimination System (NPDES) permits:

- (1) The District's final effluent discharge to the East Bay Discharge Authority's (EBDA's) system is regulated by the NPDES permit issued to EBDA.
- (2) The District's final effluent and wet weather discharge to the Hayward Marsh is regulated by a separate NPDES permit issued to the District.

- (3) The District's wet weather discharge of the final effluent to the Old Alameda Creek is regulated by a separate NPDES permit issued to the District for limited frequency wet weather discharges to the Creek. The current permit expires on December 31, 2020.

Under the Joint Powers Agreement with the EBDA members, the District's discharge into the EBDA system is limited to 42.9 MGD. However, due to hydraulic limitations, the capacity required during wet weather events can at times exceed this contracted amount. The District can discharge flows to the Hayward Marsh throughout the year and during wet weather (up to 20 MGD). Flows in excess of the combination of EBDA and the Hayward Marsh discharges can be conveyed to the shallow water outfall to Old Alameda Creek adjacent to the Plant. See Figure 1 for a flow diagram of the Plant's final effluent.

The East Bay Regional Park District, the agency that owns and operates the Hayward Marsh, has indicated that it will cease current operations at the Hayward Marsh in the near future. During the planning phase of the Enhanced Treatment and Site Upgrade (ETSU) Program, staff and the consultants assisting the District evaluated alternatives for partial and complete management of wet weather discharges. The recommended alternative includes the increased shallow water discharge to Old Alameda Creek. It is currently anticipated that planned improvements associated with phase 1 of the ETSU program could provide an opportunity for the increased use of this outfall, with less restrictions. This will provide a long term, viable solution to the District's ongoing wet weather challenges.

Task Order No. 1

On May 2, 2019, staff executed an agreement and Task Order No. 1 with W&C in the amount of \$74,724 to conduct special studies needed to support the reissuance of the Old Alameda Creek NPDES permit and modify the permit terms to allow for increased discharge frequencies due to loss of the Hayward Marsh.

W&C completed a modeling effort to characterize dilution of the District's final effluent throughout the stretch of Old Alameda Creek adjacent to the discharge location and to estimate mixing zone sizes for constituents of concern. W&C concluded that ammonia is the limiting factor for compliance and that there is sufficient dilution in Old Alameda Creek under two conditions:

1. The District only discharges during wet weather events; and
2. The streamflow estimates are based on 24-hour flows from the Alameda County Flood Control District's (ACFCD's) flow model system and include ACFCD's stormwater pump station flows to simulate baseflow into the Creek.

On October 23, 2019, staff facilitated a meeting with the Regional Water Quality Control Board (RWQCB) to share the results of the studies to date. Additionally, staff requested that language be included in the permit to allow for increased discharge frequency if the final effluent quality is improved in the future. The RWQCB requested that a special study be completed for the future

“increased discharge” scenario and that District complete an antidegradation analysis in accordance with state and federal antidegradation policies.

Task Order No. 2

W&C’s fee for Task Order No. 2 is summarized below.

Task No.	Task Description	Fee
1	Completion of Special Studies for Increased Discharge	\$57,676
2	Report of Waste Discharge	\$40,612
3	Permit Renewal Negotiations	\$33,904
4	Project Management for Permit Reissuance	\$7,424
Task Order Not-to-Exceed Fee		\$139,616

W&C’s scope of services includes the following tasks:

- Develop the increased discharge scenario and conduct an antidegradation analysis.
- Conduct reasonable potential analysis for all regulated constituents and calculate effluent limits.
- Prepare the NPDES permit application for Old Alameda Creek discharge. The application is also known as the Report of Waste Discharge.
- Review the Tentative Order and prepare comments to RWQCB.
- Participate in the NPDES permit negotiations process.

The total fee for the Project’s agreement with W&C is summarized in the table below:

Task Description	Fee
Task Order No. 1 – Special Studies in advance of the 2020 NPDES Wet Weather Permit Application	\$74,724
Task Order No. 2 – Additional Special Study and 2020 NPDES Wet Weather Permit Application and Negotiations	\$139,616
Total	\$214,340

Staff believes the fee is reasonable given the level of effort required for the additional analysis for increased flows to Old Alameda Creek and the time constraints for the NPDES permit renewal process.

Staff anticipates W&C will complete the required studies and permit negotiations by the end of calendar year 2020.

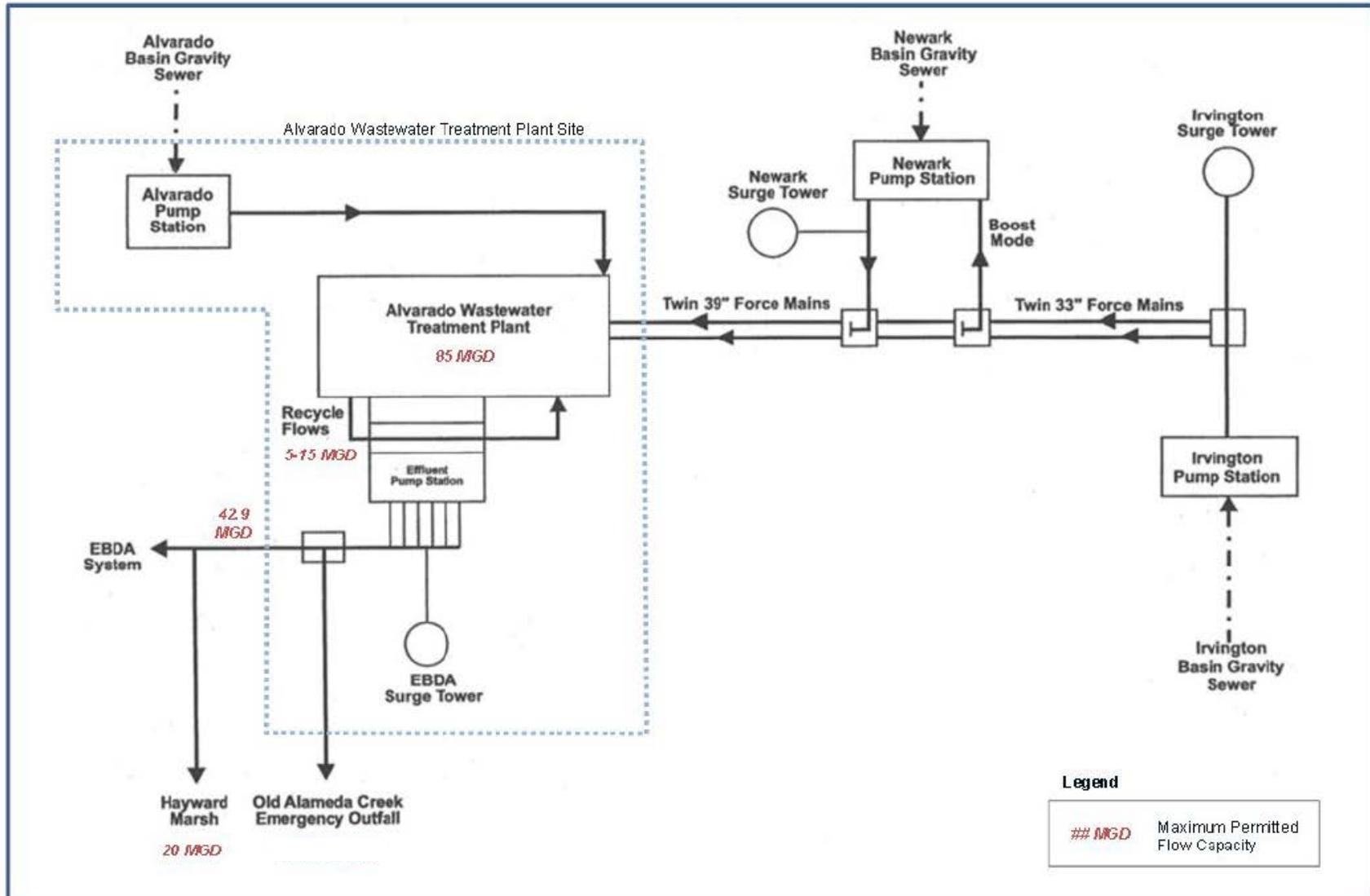
Agenda Item No. 11
Meeting of December 9, 2019
Page 4

Staff recommends the Board authorize the General Manager to execute Task Order No. 2 with Woodard and Curran, Inc. in the amount of \$139,616 for the 2020 NPDES Permit Reissuance for Wet Weather Discharge.

PRE/SEG/RC/SB;mb

Attachments: Figure 1 – Final Effluent Flows
Task Order No. 2

Figure 1 – Final Effluent Flows



2020 NPDES Permit Reissuance for Wet Weather Discharge

TASK ORDER NO. 2
to
AGREEMENT
BETWEEN
UNION SANITARY DISTRICT
AND
WOODARD & CURRAN, INC.
FOR
PROFESSIONAL SERVICES
Dated May 2, 2019

1. PURPOSE

The purpose of Task Order No. 2 is to authorize Woodard & Curran (Engineer) to complete services requested by Union Sanitary District (District) that were not included in the original Task Order No. 1. Under Task Order No. 2, Engineer shall continue to provide assistance with the permit reissuance process for the District's NPDES permit (Permit) for wet weather discharges to Old Alameda Creek. The scope of work for Task Order No. 2 includes completion of special studies needed to modify the Permit for future conditions, completion of the application for Permit reissuance, and assistance with permit negotiations.

As a part of implementing the Enhanced Treatment and Site Upgrade (ETSU) Program, the District is considering increased wet weather discharge to Old Alameda Creek. This change could be implemented in parallel with initiation of the ETSU program. Initially, wet weather effluent currently discharged to Hayward Marsh could instead be routed to Old Alameda Creek. Upon completion of the ETSU Program, which will include 2.5 MG of primary effluent equalization storage, the proposed discharge frequency would change once again. To facilitate these changes, the NPDES permit application will need to include a number of special studies within the Report of Waste Discharge (ROWD), as detailed in the Scope of Services below.

The permit application, called the ROWD, is due on April 30, 2020, which is 8 months before the Permit expiration date of December 31, 2020.

2. PROJECT COORDINATION

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

3. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the cost presented in Exhibits A.

General Scope Assumptions

- Although the Task Order No. 2 Scope of Work is comprised of various 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. With the District's input, the Engineer shall have the ability to adjust and reallocate the task budgets within the Task Order Scope of Work among other tasks to balance the overall level of effort. However, the reallocation of the task budgets shall not be construed as a reduction in Engineer's Scope of Work, unless authorized by the District. The Engineer shall not exceed the total Task Order budget for the project without written authorization from the District.
- The fee estimate assumes up to three in-person meetings, as follows:
 - Task 1.1 – In-person meeting to discuss increased discharge scenario and finalize
 - Task 2.3 – In-person meeting with District staff to review the draft Report of Waste Discharge.
 - Task 3.3 – In-person meeting with Regional Water Board staff and District staff to discuss the Tentative Order NPDES Permit.

Task 1. Completion of Special Studies for Increased Discharge

This task includes completion of the Antidegradation Analysis required for submittal with the request for increased discharge to Old Alameda Creek. It also includes technical work to support development of one (1) additional discharge scenario associated with future completion of the ETSU program.

Task 1.1 – Develop Increased Discharge Scenario

Engineer shall work with District staff and subconsultant Hazen and Sawyer to develop one (1) additional scenario for increased discharge to Old Alameda Creek to be implemented upon completion of key ETSU program

elements (aeration basin modifications, new secondary clarifiers, and 2.5-MG of primary effluent equalization storage). First, Hazen and Sawyer shall develop estimates of hourly secondary effluent flow under 2028 conditions with primary effluent equalization. Next, Engineer shall perform a sensitivity analysis on the frequency, magnitude, and duration of District discharge to Old Alameda Creek corresponding to a range of assumptions about other outfall capacities. One consideration in selecting an effluent flow trigger for discharge to Old Alameda Creek is to avoid discharges longer than 4 days, the averaging period for many chronic water quality objectives.

Engineer shall attend an in-person meeting with District staff to finalize a selected flow trigger for discharge to Old Alameda Creek, prior to incorporating the results into the Mixing Zone Analysis Report (Task 2 of Task Order No. 1), the Dilution Study Report (Task 3 of Task Order No. 1) and the Antidegradation Analysis (Tasks 1.2-1.3).

The fee estimate for this task includes time for incorporation of the additional discharge scenario into the Mixing Zone Analysis Report (Task 2 of Task Order No. 1) and the Dilution Study Report (Task 3 of Task Order No.1).

Task 1.2 - Antidegradation Analysis

Modifications to the Old Alameda Creek discharge must comply with federal and state antidegradation policies and be documented as such in an Antidegradation Analysis. The analysis will be structured to be consistent with State Water Resources Control Board Administrative Procedures Update 90-004 (Antidegradation Policy Implementation for NPDES Permitting, July 1990) to support the new discharge location, volumes, and qualities, as applicable. The Antidegradation Analysis will include two discharge scenarios:

- (1) Near-term conditions reflecting no District discharge to Hayward Marsh and prior to completion of the ETSU program, and
- (2) Long-term conditions upon completion of the ETSU program, and a higher frequency of discharge compared to scenario (1).

Engineer shall first identify pollutants of concern for the Antidegradation Analysis. This list of pollutants of concern is expected to be longer than the list developed for the Mixing Zone Analysis, as it will not be limited to those constituents requiring a mixing zone for compliance with a water quality-based effluent limit. For each pollutant of concern, Engineer shall compile and review anticipated effluent water quality and receiving water data, and estimate the effect of the proposed discharge modification on receiving water concentrations within the proposed discharge area. Finally, Engineer shall assess whether the expected changes in the proposed discharge area

will result in degradation of the receiving water. The Antidegradation Analysis will also address potential impacts to salinity and to peak flow rates in Old Alameda Creek, as requested by Regional Water Board staff.

The fee estimate assumes that increased discharge will not result in water quality impacts to San Francisco Bay (i.e., far outside of any proposed mixing zones), because the total flow tributary to the San Francisco Bay to be discharged will not increase. The water quality impacts analysis will be spatially limited to Old Alameda Creek.

Engineer shall prepare language addressing required antidegradation considerations, which include:

- The socioeconomic and public benefits that result from lowered water quality,
- The affected beneficial uses and the extent of the impact,
- A description of the alternatives considered,
- A determination of any cumulative impacts,
- A description of intergovernmental coordination, and
- How the NPDES permit will require the highest statutory and regulatory requirements and best treatment.

Task 1.3 – Prepare Antidegradation Analysis Report

Engineer shall prepare a draft Antidegradation Analysis Report that brings together information developed under Tasks 1.1 and 1.2. Engineer shall finalize the Antidegradation Analysis Report following review and comment by the District.

Task 2. Report of Waste Discharge (ROWD)

Engineer shall prepare the District's NPDES permit application, also known as the ROWD, which has a legal due date of April 30, 2020. Preparation of the ROWD is organized into the following activities:

Task 2.1 – Compile Applicable Data and Information

Engineer shall collect and review pertinent data to evaluate compliance history and determine data sufficiency. Data and information to be reviewed may include effluent and receiving water data (flows and quality), data from valve exercises, and selected planning documents prepared by the District. This task also includes placing the data into a format that facilitates subsequent activities of the project. For the purposes of this scope of work, Engineer shall analyze flow and water quality data through October 2019.

Task 2.2 – Conduct Reasonable Potential Analysis (RPA) and Calculate Effluent Limits

Engineer shall perform an RPA for the District's effluent using the approach in the State Implementation Policy as well as other RPA approaches being used by the Regional Water Board, including USEPA's Technical Support Document. The RPA will be conducted using effluent data collected during the wet weather season of the current permit term. The wet weather season is between November 1 to April 30, as defined in Discharge Prohibition III.D of the NPDES Permit.

This task also includes preparation of data invalidation request for Bis(2-ethylhexyl)phthalate, which had an outlier effluent result in February 2016. Data invalidation will be based on the statistical improbability of the effluent result, and on influent water quality.

Task 2.3 – Prepare Report of Waste Discharge

Engineer shall compile information for inclusion in the ROWD, including USEPA forms and State Water Resources Control Board forms. The data required for the permit application includes general information about the treatment facilities and collection systems, priority pollutant data including statistical summaries of the data, and other data and information related to the NPDES permit reissuance and other considerations. Technical analyses conducted as part of Task Order 1 and Task Order No. 2 will be included in the ROWD.

This task includes responding to the list of items expected to be requested by the Regional Water Board in the pre-reissuance letter that will be provided to the District in early 2020. This will include an updated justification for continued exception to Basin Plan Discharge Prohibition 1, which prohibits discharge into nontidal water bodies or where there is not an initial dilution of at least 10:1.

This task also includes developing a list of requested changes to the NPDES permit, including changes to effluent or receiving water monitoring practices.

A draft permit application will be prepared and submitted to District staff for review. Engineer shall meet in-person with District staff to discuss comments, and then make necessary revisions and coordinate submittal of the application.

Task 3. Permit Renewal Negotiations

Engineer shall assist the District during the permit reissuance process of its 2020 NPDES permit. The permit reissuance activities, including negotiations, are organized into the following activities.

Task 3.1 – Review Administrative Draft Order and Prepare Comments

Engineer shall develop a redline-strikeout version of the permit to show comments on the administrative draft permit, including specific justification for substantive changes. For the purposes of this scope, it is estimated that there will be one complete administrative draft. Engineer shall meet with District staff by phone to discuss and compile comments on the administrative draft and then prepare comments for submittal to the Regional Water Board. It is also anticipated that one meeting (maximum) will be held with Regional Water Board staff after administrative draft comments are submitted (see Task 3.3).

If the Regional Water Board provides draft permit provisions (for example, effluent limits calculations) separately from the complete administrative draft permit, Engineer shall also review those materials and provide comments as part of this task.

Task 3.2 – Review Tentative Order, Prepare Comments and Conduct Negotiations during Public Comment Period

Engineer shall review the Tentative Order and prepare comments in a form suitable for submission to the Regional Water Board. If necessary, Engineer shall conduct additional research for citations of precedent-setting activity. The Tentative Order comments will address elements of the permit that the District wishes the Regional Water Board staff to revise or that the District could desire to appeal.

Task 3.3 – Meeting with Regional Water Board staff to Negotiate Permit Terms

Engineer shall attend one meeting in person and/or by phone with Regional Water Board staff prior to the official public comment date to negotiate permit terms.

Task 3.4 – Prepare for and Attend Regional Water Board Hearing

Engineer shall review the draft response to comments as well as a revised Tentative Order, if applicable. Engineer shall review these documents for consistency with previous negotiations, and to check whether any new issues need to be discussed with Regional Water Board staff.

Engineer recommends that the District provide oral testimony. Engineer shall develop a strategy and draft remarks and recommend selected

speakers for the Regional Water Board hearing, if necessary. Engineer shall accompany District staff to the hearing and provide comments, if needed.

Task 4. Project Management for Permit Reissuance

This task includes the internal and external coordination and communication necessary to assure the permit reissuance phase of the project is completed on a schedule that works for both the District and Regional Water Board staff. This task includes the following:

- 1) communication with District and team on the status of the project work;
- 2) preparation of monthly invoices and detailed progress reports; and
- 3) preparation of meeting agendas and notes.

4. DELIVERABLES

Project deliverables for Task Order No. 2 are listed below. In addition, the dilution study report and mixing zone analysis reports listed under Task Order No. 1 will reflect the increased discharge scenario to be developed under Task 1.1 of Task Order No. 2.

Task 1 - Antidegradation Analysis

- Draft Antidegradation Analysis Report
- Final Antidegradation Analysis Report

Task 2 – Report of Waste Discharge

- Draft Report of Waste Discharge
- Final Report of Waste Discharge, including both electronic and hard copies for District staff and Regional Water Board

Task 3 – Permit Renewal Negotiations

- Draft and final comments on administrative draft permit
- Draft and final comments on Tentative Order
- Draft testimony for Regional Water Board hearing (if needed)

Task 4 – Project Management for Permit Reissuance

- Monthly progress reports and invoices

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 3.22, including profit. Subconsultants and outside services will be billed at actual

2020 NPDES Permit Reissuance for Wet Weather Discharge

Task Order No. 2

Page 8

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 \$139,616. A summary of the anticipated distribution of cost between tasks is shown in Exhibit A.

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

Task Order	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – 2020 NPDES Wet Weather Permit Reissuance	\$74,724	No	Paul Eldredge
Task Order No 2 – 2020 NPDES Wet Weather Permit Negotiations	\$139,616	Yes	Paul Eldredge
Total	\$214,340		

6. TIME OF COMPLETION

Tasks 1 and 2 of this Task Order shall be completed by April 30, 2020, the legal due date for the Report of Waste Discharge. Tasks 3 and 4 shall be completed based on upon the permit reissuance schedule of the Regional Water Board. An estimated schedule for the work is shown below:

Est. Date	Activity
Dec. 2019 – Feb. 2020	Woodard & Curran prepares draft special studies, including Antidegradation Analysis
Dec. 2019 – Feb. 2020	Woodard & Curran prepares draft Report of Waste Discharge (ROWD). District staff provide relevant information and respond to questions.
Early Mar. 2020	Provide complete Draft ROWD to District Staff for Review
Late Mar. 2020	Meeting to discuss District comments on draft ROWD
Apr. 30, 2020	Legal deadline for submittal of ROWD

Early Sept. 2020	Receive administrative draft NPDES Permit
Mid-Sept. 2020	Deadline for comments on administrative draft NPDES Permit
Early Oct. 2020	Tentative Order (public draft NPDES Permit) issued for public comment
Early Nov. 2020	Deadline for formal comments on Tentative Order
Late Nov. 2020	Revised Tentative Order and Response-to-Comments released in Regional Water Board Packet
Dec. 2020	Permit adoption hearing

7. KEY PERSONNEL

Engineering personnel assigned to this Task Order No. 2 are as follows:

<u>Role</u>	<u>Key Person to be Assigned</u>
Project Manager	Mary Cousins, Ph.D., P.E.
Project Engineer	Joey Yan, P.E.
Principal-in-Charge	David Richardson, P.E.

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. 2 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
 Sr. Vice President

Date: _____

Date: _____



Union Sanitary District - 2020 Wet Weather NPDES Permit Reissuance - Task Order No. 2

Tasks	Labor					Total Hours	Total Labor Costs (1)	Outside Services		ODCs	Total
	Dave Richardson	Mary Cousins	Joey Yan	Ben Bass	Desiree Hughart			Hazen	Sub Consultant Total Cost (2)	Total ODCs (3)	Total Fee
	Principal in Charge	Project Manager	Project Engineer	Project Engineer	Admin						
Task 1: Completion of Special Studies for Increased Discharge	\$320	\$266	\$187	\$212	\$129						
1.1 Develop Increased Discharge Scenario	4	16	24	32	4	80	\$17,324	\$11,960	\$12,558	\$0	\$29,882
1.2 Antidegradation Analysis	0	20	54	0	0	74	\$15,418	\$0	\$0	\$0	\$15,418
1.3 Prepare Antidegradation Analysis Report	2	16	40	0	0	58	\$12,376	\$0	\$0	\$0	\$12,376
Subtotal Task 1:	6	52	118	32	4	212	\$45,118	\$11,960	\$12,558	\$0	\$57,676
Task 2: Report of Waste Discharge											
2.1 Compile Applicable Data and Information	0	6	20	0	0	26	\$5,336	\$0	\$0	\$0	\$5,336
2.2 Conduct Reasonable Potential Analysis and Calculate Effluent Limits	0	12	16	0	0	28	\$6,184	\$0	\$0	\$0	\$6,184
2.3 Prepare Report of Waste Discharge	4	40	88	0	4	136	\$28,892	\$0	\$0	\$200	\$29,092
Subtotal Task 2:	4	58	124	0	4	190	\$40,412	\$0	\$0	\$200	\$40,612
Task 3: Permit Renewal Negotiations											
3.1 Review Administrative Draft Order and Prepare Comments	2	24	36	0	0	62	\$13,756	\$0	\$0	\$0	\$13,756
3.2 Review Tentative Order, Prepare Comments, Conduct Negotiations	4	16	32	0	0	52	\$11,520	\$0	\$0	\$0	\$11,520
3.3 Meeting with Regional Water Board to Negotiate Permit Terms	6	8	4	0	0	18	\$4,796	\$0	\$0	\$50	\$4,846
3.4 Prepare for and Attend Regional Water Board Hearing	2	6	8	0	0	16	\$3,732	\$0	\$0	\$50	\$3,782
Subtotal Task 3:	14	54	80	0	0	148	\$33,804	\$0	\$0	\$100	\$33,904
Task 4: Project Management for Permit Reissuance											
4.1 Project Management and Coordination	2	16	8	0	8	34	\$7,424	\$0	\$0	\$0	\$7,424
Subtotal Task 4:	2	16	8	0	8	34	\$7,424	\$0	\$0	\$0	\$7,424
TOTAL	26	180	330	32	16	584	\$126,758	\$23,920	\$12,558	\$300	\$139,616

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultant costs 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. Rates shown are for 2019.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**DECEMBER 9, 2019
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 12**

TITLE: Award the Construction Contract for the Primary Digester No. 2 Rehabilitation 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
Derek Chiu, Assistant Engineer

Recommendation

Staff recommends the Board award the construction contract for the Primary Digester No. 2 Rehabilitation Project (Project) to Kiewit Infrastructure West Co. (Kiewit) in the amount of \$3,057,530. Funds for the project have been budgeted in the Renewal and Replacement Fund.

Previous Board Action

February 25, 2019, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Carollo Engineers, Inc. in the amount of \$212,749 for final design services for the Project.

July 22, 2019, the Board authorized the General Manager to execute Amendment No. 1 to Task Order No. 1 with Carollo Engineers, Inc. in the amount of \$38,929 to provide additional final design services for the Project.

Background

The District has six primary and two secondary digesters at the Alvarado Wastewater Treatment Plant that require periodic cleaning to remove accumulated debris and to maintain treatment capacity. Primary Digester No. 2 was cleaned in Spring 2019. JDH Corrosion Consultants, Inc. (JDH) completed the condition assessment in July 2019. The condition assessment found that the digester was in generally good condition and only spot repairs of coatings on the cover and manways and minor concrete repairs of the overflow box were needed.

In March and June 2019, JDH performed a condition assessment of Thickeners No. 1 and 2, the Sludge Transfer Tank, and Primary Clarifiers No. 5 and 6. The condition assessment of Thickeners No. 1 and 2 and the Sludge Transfer Tank found the structural steel and concrete to be in good condition, and JDH recommended minor coating repairs on the steel components of the thickener mechanisms, that will be done by staff. The condition assessment of Primary Clarifiers No. 5 and 6 found the clarifier mechanisms to be in relatively good condition except for some damaged coatings on the steel components of the mechanisms. The assessment also found significant corrosion damage to portions of the concrete walkways and miscellaneous metals inside the building. Additionally, staff had separately identified some structural and mechanical improvements in Thickeners No. 1 and 2 that would improve the operational use of the thickener tanks and access to the equipment and process areas. Lastly, staff identified the bearings of the effluent screens at the Chlorine Contact Tank are near the end of their useful lives and need replacement.

Since the above improvements are similar in nature to the scope of work of the Primary Digester No. 2 Rehabilitation Project, staff included them into the Project to take advantage of the economy of scale of a larger construction project. Budget in the current Capital Improvement Program for these additional items were originally allocated separately under the "Primary Clarifier Rehab (5-6) Project" and the "Contact Tank Improvements Project" but will be reallocated to the Primary Digester No. 2 Rehabilitation Project.

Scope of Work

Carollo Engineers completed the design in October 2019. Since the Engineer's Estimate for the Project exceeded the total budget, including the reallocations as described above, staff decided to bid the Project with some of the scope as bid alternates. This allowed staff the opportunity to evaluate the bid prices and decide which of the bid alternates to award with the construction contract. The Project's major elements are as follows:

Bid Item	Bid Item Scope
Base Bid	<p><u>Primary Digester No. 2</u></p> <ul style="list-style-type: none"> • Replace the foam insulation on the digester dome • Recoat the interior and exterior appurtenances of Primary Digester No. 2 (i.e. steel dome cover, center column, mixing nozzles, piping, covers, center water seal, etc.) • Modify the digester gas piping on top of the digester • Relocate the existing digester gas flow meter and addition of new flow meter • Replace the water piping and sludge overflow piping at the digester • Replace the existing viewports with new circular viewports on the digester dome • Improve the lighting on the digester dome • Replace the various sludge valves and electric valve actuators within Heating and Mixing Building No. 1 • Install new knife gate valves for isolation of the digester • Replace the heat exchanger and sludge recirculation pump for the digester <p><u>Primary Clarifiers</u></p> <ul style="list-style-type: none"> • Repair the concrete roof beams at the Primary Clarifiers No. 1-4 Building • Repair the deteriorated concrete walkways at Primary Clarifiers No. 5 and 6 • Replace the corroded guardrail and air duct supports in the Primary Clarifiers No. 5 and 6 Building • Replace the scum collectors at Primary Clarifiers No. 5 and 6 <p><u>Other Improvements</u></p> <ul style="list-style-type: none"> • Repair concrete on the tank wall and overflow box of Secondary Digester No. 2 • Repair the secondary effluent pipeline • Replace the effluent screen bearings
Bid Alternate A	Builder's Risk Insurance
Bid Alternate B	Recoat portions of the Primary Clarifiers No. 5 and 6 mechanisms
Bid Alternate C	<p><u>Thickeners No. 1 and 2</u></p> <ul style="list-style-type: none"> • Modify the concrete decks of the Thickeners No. 1 and 2 tanks to provide better access to the thickener mechanism drives • Apply a non-skid coating to the thickener concrete decks • Replace deteriorated water pipelines on the thickener tank decks • Replace the existing isolation valves on the thickener overflow pipelines

Bid Process and Results

Staff advertised the Project for bids on October 22, 2019. Staff received and opened three bids on November 21, 2019. To encourage bidders to submit actual bid values for the base bid and bid alternates, staff utilized the “blind bid” process that was previously used for the Alvarado Influent Pump Station Improvements Project. The details of this process was outlined in the staff report provided in Agenda Item No. 16 of the October 14, 2019 Board meeting.

After assessing the Project scope and bid prices and reviewing the Capital Improvement Program budget, staff decided to include Bid Alternates A and B with the base bid in determining the apparent lowest bidder. Bid Alternate C was not selected. While the pricing provided by all the bidders for Bid Alternate C was below the Engineer’s Estimate, staff did not believe it was a good value for the District, and the work can be deferred to the Thickeners No. 1 and 2 Rehabilitation Project, currently budgeted in fiscal years 2024 through 2026. The bid results are summarized in the table below and in the attached Table 1.

Contractor	Total Base Bid Plus Bid Alternates A and B
Kiewit Infrastructure West Co. Fairfield, CA	\$3,057,530
C. Overaa & Co. Richmond, CA	\$3,078,200
TNT Industrial Contractors Inc. Sacramento, CA	\$3,325,440

The Engineer’s Estimate for the Base Bid and Bid Alternates A and B is \$3,381,000.

Staff reviewed the bid documents submitted by Kiewit and found them to be in order. The Notice of Intent to Award was posted on November 25, 2019. No bid protests were received by the District. Kiewit has confirmed that they will construct the project as bid. The District awarded the Headworks Screens Replacement Project and the Alvarado Influent Pump Station Improvements Project to Kiewit in September and October 2019, respectively. Staff was also satisfied with their performance on the District’s Sludge Degritter System Project.

The contractor has 270 calendar days to complete the Project from Notice to Proceed, which puts the estimated substantial completion date in September 2020. Staff anticipates hiring a consultant to provide construction management and inspection services for the Project.

Staff recommends the Board award the construction contract, including Bid Alternates A and B, for the Primary Digester No. 2 Rehabilitation Project to Kiewit Infrastructure West Co. in the amount of \$3,057,530.

PRE/SEG/RC/DC;mb

Attachments: Figures 1 – 10
 Table 1 – Bid Tabulation Sheet
 Agreement

FIGURE 1 – PRIMARY DIGESTER NO. 2 REHABILITATION PROJECT





Figure 2 – Examples of Foam Insulation Damage at Primary Digester No. 2

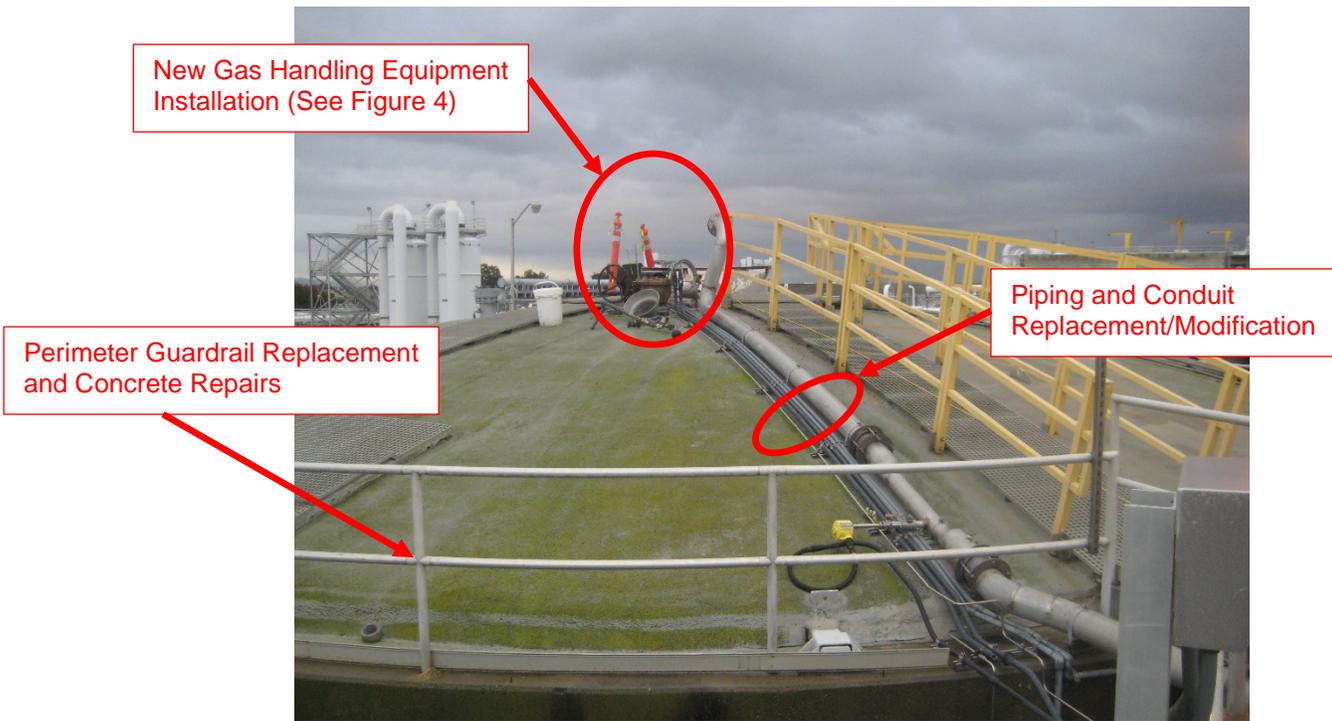


Figure 3 – Primary Digester No. 2 Roof

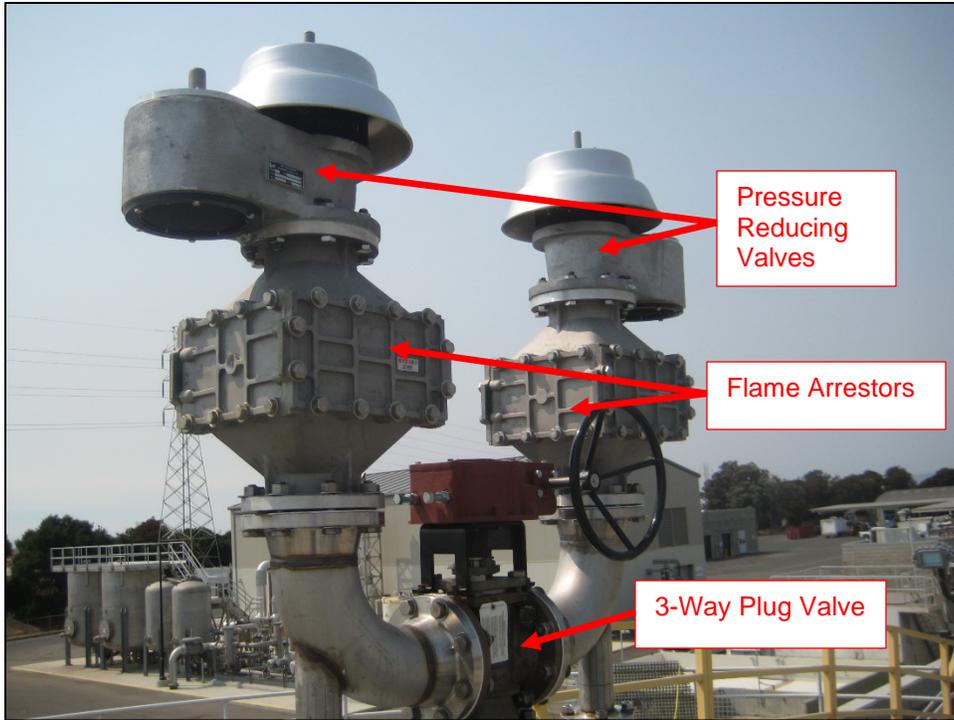


Figure 4 – Gas Handling Equipment Recently Installed at Primary Digester No. 3, New Equipment at Primary Digester No. 2 will be Similar

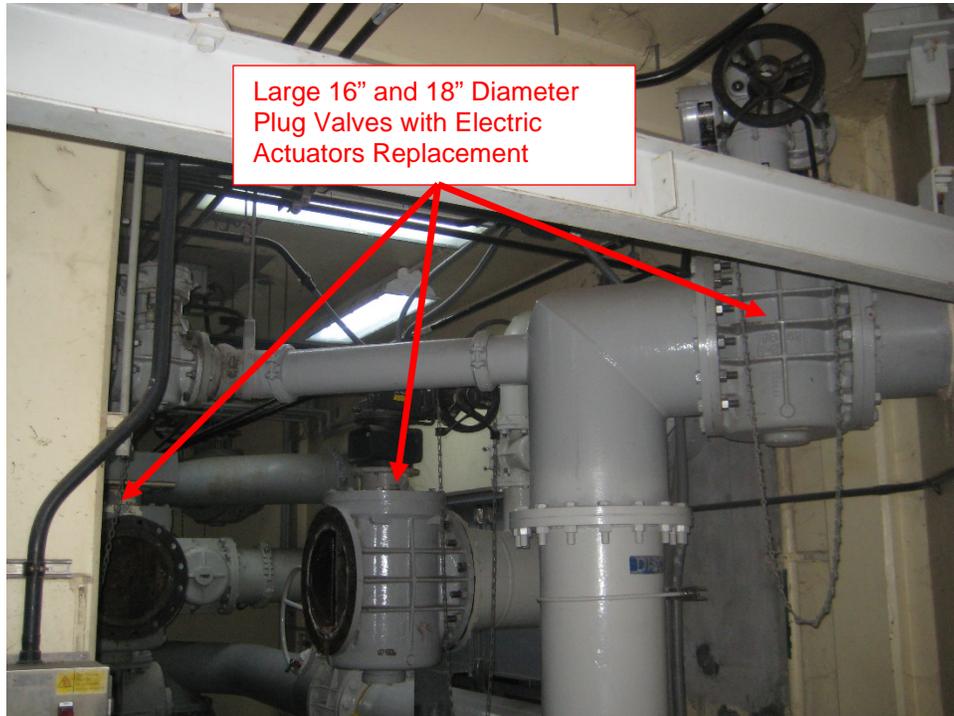


Figure 5 – Existing Sludge Piping Inside Heating and Mixing Building No. 1

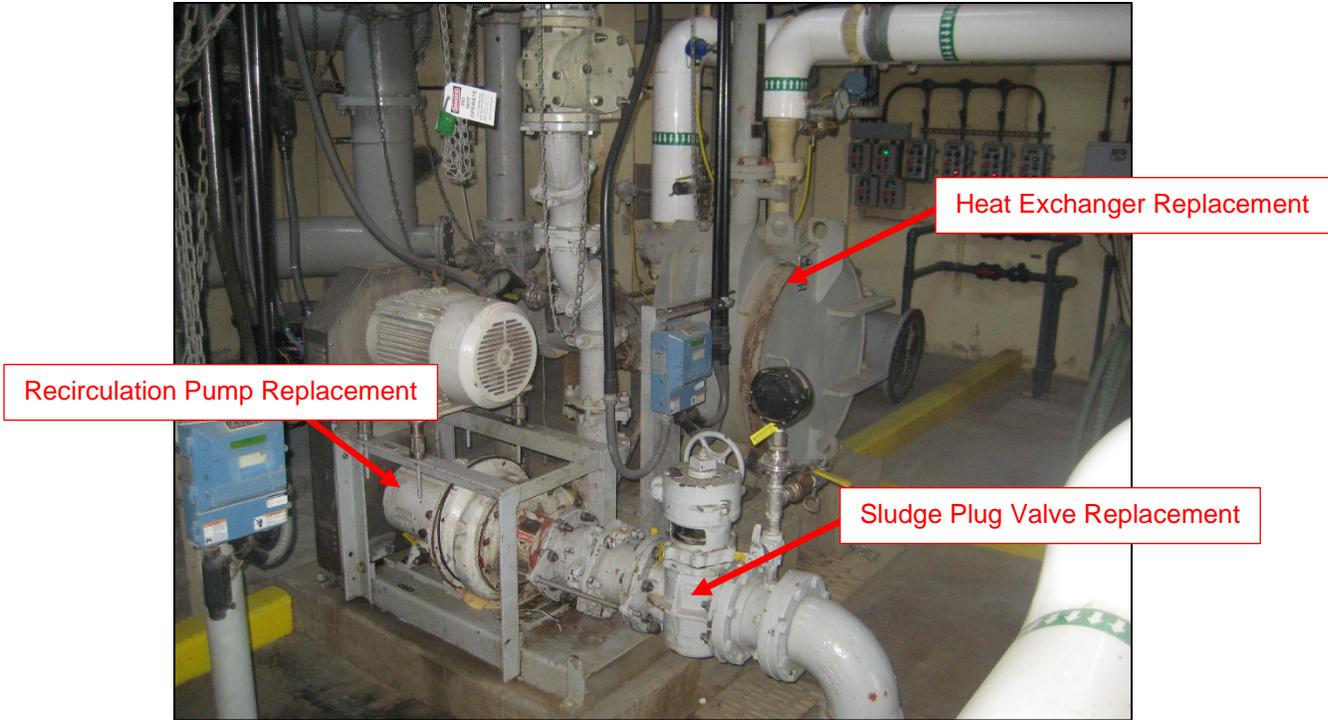
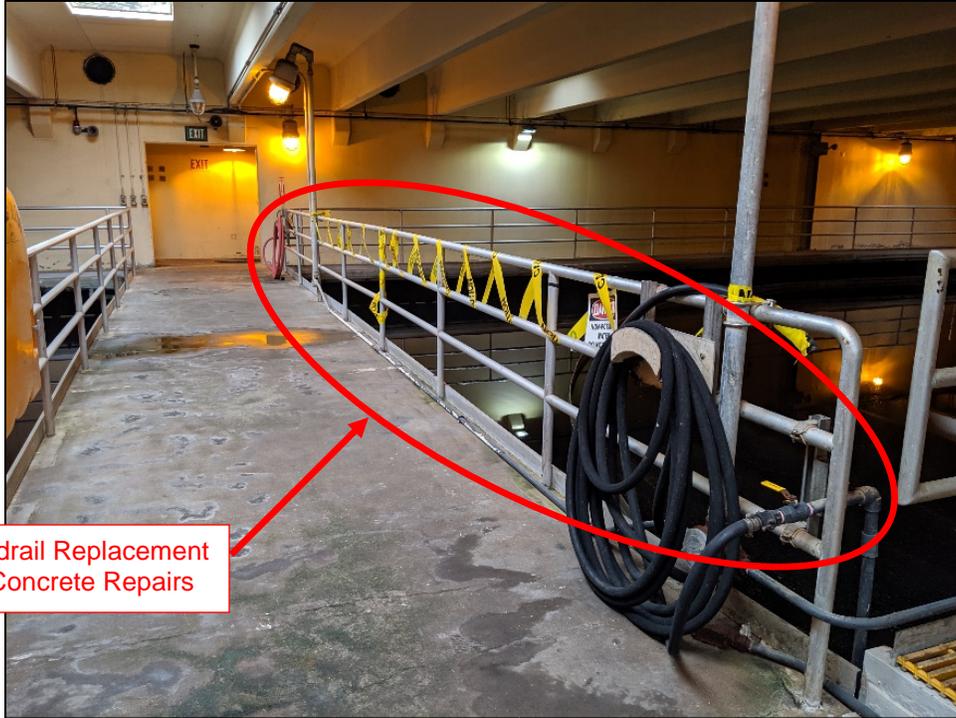


Figure 6 – Existing Equipment Inside Heating and Mixing Building No. 1



Figure 7 – Existing Air Ducts at Primary Clarifiers No. 5 and 6



Guardrail Replacement
and Concrete Repairs

Figure 8 – Existing Guardrail at the Walkway Between Primary Clarifiers No. 5 and 6



Bearing Replacement

Figure 9 – Existing Effluent Screen



Figure 10 – Secondary Effluent Pipeline

**Primary Digester No. 2 Rehabilitation Project
Table 1 - Bid Tabulation Sheet**

Primary Digester No. 2 Rehabilitation Project, Project No. 800-526
 Bid Tabulation
 Bid Opening: 2:00 pm, November 21, 2019
 Engineer's Estimate: \$3,900,000 (Including Bid Alternates A, B, & C)

Item	Description	Quantity	Unit	Engineer's Estimate	Kiewit Infrastructure West Co. (Fairfield, CA)		C. Overaa & Co. (Richmond, CA)		TNT Industrial Contractors Inc. (Sacramento, CA)	
				Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Completion of all Work included as part of Contract Documents for Project No. 800-526, except as specified under Bid Items 2 11 and Bid Alternates A-C	1	LS	\$ 2,150,000	LS	\$ 2,364,000	LS	\$ 2,614,040	LS	\$ 2,773,395
2	Completion of all Work at Primary Clarifiers No. 5 and No. 6, except as specified under Bid Alternate B.	1	LS	\$ 417,000	LS	\$ 467,000	LS	\$ 200,000	LS	\$ 322,861
3	Allowance for time and material costs associated with any additional piping replacements as directed by the District.	1	LS	\$ 10,000	LS	\$ 10,000	LS	\$ 10,000	LS	\$ 10,000
4	Allowance for time and material costs associated with any additional coatings work as directed by the District.	1	LS	\$ 10,000	LS	\$ 10,000	LS	\$ 10,000	LS	\$ 10,000
5	Replacement of the underground portion of the 6-DS connecting the Primary Digester No. 2 Overflow Box and the Sludge Transfer tank, including all excavation, demolition, backfill, paving replacement and associated work	1	LS	\$ 55,000	LS	\$ 40,000	LS	\$ 30,000	LS	\$ 8,460
6	Replacement of grating supports on Primary Digester No. 2	42	LF	\$ 4,000	\$ 25	\$ 1,050	\$ 330	\$ 13,860	\$ 282	\$ 11,844
7	Structural concrete repair, Type 1 Repair	160	SF	\$ 24,000	\$ 80	\$ 12,800	\$ 60	\$ 9,600	\$ 127	\$ 20,320
8	Structural concrete repair, Type 2 Repair	900	SF	\$ 158,000	\$ 74	\$ 66,600	\$ 80	\$ 72,000	\$ 125	\$ 112,500
9	Structural concrete repair, Type 3 Repair	100	SF	\$ 20,000	\$ 271	\$ 27,100	\$ 100	\$ 10,000	\$ 126	\$ 12,600
10	Structural concrete repair: Epoxy Injection	60	LF	\$ 18,000	\$ 83	\$ 4,980	\$ 350	\$ 21,000	\$ 102	\$ 6,120
11	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	1	LS	INCL.	LS	\$ 1,000	LS	\$ 2,500	LS	\$ 13,097
Total Base Bid				\$ 2,866,000		\$3,004,530		\$2,993,000		\$3,301,197
Bid Alternate A	Builder's Risk Insurance	1	LS	\$ 25,000	LS	\$ 11,000	LS	\$ 5,200	LS	\$ 5,500
Bid Alternate B	Primary Clarifier No. 5 and No. 6 Mechanism Coatings Work	1	LS	\$ 490,000	LS	\$ 42,000	LS	\$ 80,000	LS	\$ 18,743
Basis of Award - Total Base Bid Plus Bid Alternates A and B				\$ 3,381,000		\$ 3,057,530		\$ 3,078,200		\$ 3,325,440
Bid Alternate C	Thickener No. 1 and 2 Improvements (Not Selected)	1	LS	\$ 519,000	LS	\$ 273,000	LS	\$ 411,000	LS	\$ 189,656

AGREEMENT FOR THE CONSTRUCTION OF
Primary Digester No. 2 Rehabilitation Project
Project No. 800-526

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

W I T N E S S E T H :

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: **Primary Digester No. 2 Rehabilitation Project (800-526)** 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 **three million fifty seven thousand five hundred and thirty dollars (\$3,057,530.00)** (the "Contract Price") computed in accordance with Contractor's accepted proposal dated November 21, 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 and B. 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 December 2019.

KIEWIT INFRASTRUCTURE WEST CO.

By: _____
Eric M. Scott
Senior Vice President
Address: 4650 Business Center Dr., Fairfield, CA 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



Summary of the EBDA Commission Meeting

Thursday, October 17, 2019, at 9:30 a.m.

Prepared by: P. Eldredge

- Commissioners Cutter, Mendall, Handley, Johnson, and Walters were present.
- Commissioner Walters moved to approve the Commission Meeting Minutes of September 19, 2019, List of Disbursements for September 2019, and the Treasurer's Report. The motion was seconded by Commissioner Mendall and carried 3-0 (Mendall, Johnson, Walters; ayes, one absent, Handley; abstention).
- The Commission unanimously approved the reports from the Managers Advisory, Ad Hoc, Financial Management, Regulatory Affairs, and Operations & Maintenance. The following items were discussed:
- **General Managers Report** - The General Manager (GM) gave record of her attendance at the annual Water Environmental Federation Technical Conference (WEFTEC). Notable presentations included treatment options for per and polyfluoroalkyl substances (PFAS) and nutrients. The GM also attended the Bay Area Clean Water Agencies (BACWA) Technical Seminar where collaborative efforts with Regional Water Board staff were advanced. The GM noted that BACWA will soon begin recruitment for a new Executive Director. The GM also attended the CHARG Forward Forum, which presented technical solutions for sea level rise, in particular, illustrating the need for regional planning and collaboration going forward.
- **Manager's Advisory Committee** met with the GM on October 4, 2019. The GM requested to combine the MAC and Ad Hoc reports.
- **Ad Hoc Committee** met with the GM on October 16, 2019. The GM reported that the MAC and Ad Hoc are working on revisions to a JPA draft delivered on Monday, October 14th. The MAC will meet at the conclusion of the Commission meeting to continue working towards a completed JPA Agreement, to be delivered October 25, in preparation for its proposed adoption at the October 29th Special Commission Meeting. There was discussion as to whether a separate "plain language guide" to understanding the JPA would be practical in relating intent of the document to future readers. The Ad Hoc recommended approval of the Resolution to Extend the Authority's Master Agreement with Livermore-Amador Valley Water Management Agency with the exception of changing the time period to not exceed six months. Adoption of the resolution would grant the GM authority to negotiate language for the extension to reflect the six month time period.
- **Financial Management Committee** The Financial Management Committee that was scheduled for October 14, 2019, was canceled. The GM reviewed for the Commission the September List of Disbursements and the expense summary noting EBDA came in 21% under budget. The GM will bring information forward next month to support the Agencies in deciding whether to use their FY 18/19 credit towards funding outstanding OPEB and Pension Liabilities or to apply it to their FY 19/20 O&M

bill. Agency preferences would then be brought to the Commission in a resolution for approval the following month.

- **Regulatory Affairs Committee** met with the GM on October 16, 2019. The GM reviewed the NPDES Status Report, referencing graphs and tables showing compliance for CBOD, TSS and bacteria limits. The GM summarized the regulatory fact sheets including BACWA’s Key Regulatory Issue Summary, and the Executive Summary and related fact sheets from the SFEI and 5Gyres study of microplastics in San Francisco Bay, published this October. The GM also highlighted an updated fact sheet provided by California Association of Sanitation Agencies (CASA) on PFAS.
- **Operations and Maintenance (O&M) Committee** – The Operations and Maintenance Committee met on October 15, 2019, and discussed the status of the EBDA facilities. The Operations and Maintenance Manager provided an update on current projects. Carollo delivered a Draft Cavitation Study Project Memorandum for AEPS, which will undergo review in the coming month. The HEPS MCC Project now has all four pumps running on the new system. HEPS also had new pond diversion piping installed and the project should be nearing completion in the coming months. At OLEPS, new discharge valve actuators and gear drives were installed during wet well preventative maintenance activities and conduits are scheduled to be installed in the coming week to supply standby power from OLSD to OLEPS. At SLEPS, a generator malfunction due to a faulty starter was resolved. EBDA also received the Cybersecurity Vulnerability Assessment Report from Woodward & Curran; the document was reviewed at the first quarterly network security meeting. The SCADA System Upgrade Project will be completed this week. The Commission also received an update on special projects including the PG&E Large Integrated Audit Program, Transport System Seismic Reliability Plan, and the Facilities Electrical Evaluation. The GM reported the Disaster Recovery Plan will move forward as discussed early next year. The GM gave an update on the AQPI Project; a draft of the agreement continues to undergo legal review. The GM hopes to bring a final agreement forward later this year. Participating agencies have begun discussions of regional cost-sharing, post-grant. Results from the first wet weather season will be brought before the Commission to evaluate value prior to signing any long-term agreement on regional cost-sharing.
- **Personnel Committee** met with the GM on October 15, 2019. With Commission concurrence, the Committee recommends the GM cancel standing committee meetings when committee direction is not needed that month. The Committee also recommends the frequency of the Regulatory Affairs Committee meetings be reduced to every other month, alternating with Personnel Committee meetings. The Committee recommends Ad Hoc meetings cease at the conclusion of the JPA renewal; negotiation of the LAVWMA agreement may require a new Ad Hoc to convene at a later date or may be dealt with within other committees. Chair Cutter suggested that the Committee consider at a future meeting whether the Commission should take a recess in August. The Committee recommends hiring of the temporary administrative assistant as a full-time temporary employee. Working with the MAC, the GM will bring to the Committee and Commission a proposed staffing plan prior to the next fiscal year. Considerations include possible use of member agency resources for HR and accounting functions.
- **Resolution Extending the Authority’s Master Agreement with Livermore- Amador Valley Water Management Agency**
Commissioner Walters moved to adopt the Resolution Extending the Authority’s Master Agreement with Livermore-Amador Valley Water Management Agency with the revision to extend for up to six months instead of one year. The motion was seconded by Commissioner Handley and carried unanimously, 5-0.

Ayes: Commissioners Mendall, Walters, Handley, Johnson, and Chair Cutter
Noes: None
Absent: None
Abstain: None

- **Items from the Commission and Staff**

Commissioner Mendall requested that staff analyze EBDA's fossil fuel use and report to the Commission before the end of the fiscal year. Chair Cutter also suggested that staff consider additional emergency preparedness training, including responding to an active shooter.

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172948	11/21/2019	170	666720191106	PACIFIC GAS AND ELECTRIC	SERV TO 10/30/19 PASEO PADRE PS	\$408.41	\$75,915.19
	11/21/2019	170	140120191112		SERV TO 11/03/19 IRVINGTON PS	\$20.86	
	11/21/2019	170	898220191106		SERV TO 10/30/19 FREMONT PS	\$255.33	
	11/21/2019	110	892820191106		SERV TO 10/30/19 HAYWARD MARSH	\$58.02	
	11/21/2019	110	170120191106		SERV TO 10/21/2019 PLANT	\$71,612.59	
	11/21/2019	170	013720191112		SERV TO 11/04/19 BOYCE RD PS	\$3,559.98	
172886	11/14/2019	110	10232	SYNAGRO WEST LLC	SEPTEMBER 2019 BIOSOLIDS DISPOSAL	\$70,077.27	\$70,077.27
173015	11/27/2019	110	167165	SWRCB - STATE WATER RESOURCES	FY20 ANNUAL WDR FEES - ALVARADO WWTP	\$10,000.00	\$46,645.00
	11/27/2019	110	167159		FY20 ANNUAL WDR FEES - ALVARADO WWTP	\$20,000.00	
	11/27/2019	120	164819		FY20 ANNUAL WDR FEES - UNION SD CS	\$14,073.00	
	11/27/2019	110	167493		FY20 ANNUAL WDR FEES - HAYWARD SHORELINE	\$2,572.00	
172857	11/14/2019	173	10345656397	DELL MARKETING LP C/O DELL USA	16 FY20 Q2 DESKTOPS	\$41,412.42	\$41,412.42
172981	11/27/2019	143	8394	BURLINGAME ENGINEERS INC	1 6,650 GALLON POLYETHYLENE CHEMICAL STORAGE TANK & /	\$41,371.05	\$41,371.05
172796	11/7/2019		3658521C	DELTA DENTAL SERVICE	OCTOBER 2019 DENTAL	\$28,561.28	\$32,522.73
	11/7/2019		3658521A		OCTOBER 2019 DENTAL	\$3,961.45	
172961	11/21/2019	173	15759	SYSTEMATES INC	PROJECTMATES SOFTWARE ANNUAL MAINTENANCE 1/1/20-12/	\$24,640.00	\$24,640.00

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172983	11/27/2019	143	181785	CAROLLO ENGINEERS	WAS THICKENERS	\$6,010.98	\$24,371.93
	11/27/2019	143	181787		TREATMENT PLANT IT NETWORK MASTER PLAN	\$18,360.95	
172860	11/14/2019	110	904206366	EVOQUA WATER TECHNOLOGIES	4480 GALS HYDROGEN PEROXIDE	\$23,846.48	\$23,846.48
172894	11/15/2019		533620191022	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - OCT 2019	\$23,762.60	\$23,762.60
172880	11/14/2019	170	096020191031	PACIFIC GAS AND ELECTRIC	SERV TO 10/30/19 CATHODIC PROJECT	\$50.96	\$23,383.45
	11/14/2019	170	380420191031		SERV TO 10/30/19 CHERRY ST PS	\$242.70	
	11/14/2019	170	761520191025		SERV TO 10/24/19 NEWARK PS	\$23,089.79	
172999	11/27/2019	110	9017654025	KEMIRA WATER SOLUTIONS INC	45,600 LBS FERROUS CHLORIDE	\$7,151.19	\$21,772.42
	11/27/2019	110	9017653449		46,660 LBS FERROUS CHLORIDE	\$7,315.17	
	11/27/2019	110	9017650468		46,080 LBS FERROUS CHLORIDE	\$7,306.06	
172837	11/7/2019	143	164917	WOODARD & CURRAN INC	NEWARK BASIN MASTER PLAN/PACP UPDATE	\$21,401.30	\$21,401.30
172897	11/21/2019	143	2000281562	AECOM TECHNICAL SERVICES INC	CENTRIFUGE BUILDING IMPROVEMENTS	\$20,791.68	\$20,791.68
172870	11/14/2019	120	44990	LMK TECHNOLOGIES LLC	10 LMK TRAILER PIPE KITS	\$7,053.32	\$20,381.77
	11/14/2019	120	44991		20 LMK TRAILER PIPE KITS	\$5,948.45	
	11/14/2019	120	45011		STUBBY FIELD TRAINING	\$7,380.00	
172984	11/27/2019	150	4076	CASA	ANNUAL MEMBERSHIP RENEWAL 1/1/20 - 12/31/20	\$20,053.00	\$20,053.00

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172908	11/21/2019	150	246641	BURKE, WILLIAMS & SORENSON LLP	GENERAL LEGAL - SEPT 2019	\$6,606.60	\$19,383.00
	11/21/2019	150	246640		EBDA - SEPT 2019	\$5,274.36	
	11/21/2019	143	246643		ALVARADO PS - SEPT 2019	\$1,638.00	
	11/21/2019	150	246644		ETSU - SEPT 2019	\$5,864.04	
172969	11/21/2019	143	169066	WOODARD & CURRAN INC	CONTROL BOX NO. 1 IMPROVEMENTS	\$17,196.46	\$18,457.96
	11/21/2019	144	168961		PRETREATMENT CONSULTING SERVICES	\$598.50	
	11/21/2019	143	168959		OLD ALAMEDA CREEK ROWB	\$663.00	
172919	11/21/2019		10346957519	DELL MARKETING LP C/O DELL USA	3 FY20 Q2 WORKSTATIONS	\$17,103.40	\$17,103.40
172798	11/7/2019	150	1333	EAST BAY MUNI UTILITY DISTRICT	FY20 BACWA PARTICIPATION FEES	\$16,500.00	\$16,500.00
172977	11/27/2019	150	100120191107	BARTLE WELLS ASSOCIATES	CAPACITY FEE STUDY	\$15,823.93	\$15,823.93
172868	11/14/2019	110	9017652361	KEMIRA WATER SOLUTIONS INC	46,600 LBS FERROUS CHLORIDE	\$7,388.06	\$14,776.11
	11/14/2019	110	9017651984		46,420 LBS FERROUS CHLORIDE	\$7,388.05	
172889	11/14/2019	110	968357	UNIVAR SOLUTIONS	4898.8 GALS SODIUM HYPOCHLORITE	\$3,538.77	\$14,150.96
	11/14/2019	110	969153		4900.8 GALS SODIUM HYPOCHLORITE	\$3,540.22	
	11/14/2019	110	968532		4941.8 GALS SODIUM HYPOCHLORITE	\$3,569.83	
	11/14/2019	110	969123		4848.1 GALS SODIUM HYPOCHLORITE	\$3,502.14	

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172966	11/21/2019	110	969769	UNIVAR SOLUTIONS	4801.1 GALS SODIUM HYPOCHLORITE	\$3,468.19	\$14,086.02
	11/21/2019	110	969965		4898.8 GALS SODIUM HYPOCHLORITE	\$3,538.77	
	11/21/2019	110	970247		4899.7 GALS SODIUM HYPOCHLORITE	\$3,539.42	
	11/21/2019	110	969442		4900 GALS SODIUM HYPOCHLORITE	\$3,539.64	
172835	11/7/2019	171	4075320	WESTERN ENERGY SYSTEMS	XT4 INTALLATION FOR COGEN 2	\$13,876.54	\$13,876.54
172879	11/14/2019	120	47345	OWEN EQUIPMENT SALES	VACTOR 2100I COMBO SEWER TRUCK # 350	\$14,230.13	\$13,681.38
	11/14/2019		47345C		CREDIT FOR OVER BILLING	\$-548.75	
173018	11/27/2019	110	970819	UNIVAR SOLUTIONS	4500 GALS SODIUM HYPOCHLORITE	\$3,250.69	\$13,451.92
	11/27/2019	110	970678		4649 GALS SODIUM HYPOCHLORITE	\$3,358.32	
	11/27/2019	110	971522		4894.3 GALS SODIUM HYPOCHLORITE	\$3,535.52	
	11/27/2019	110	970679		4578.5 GALS SODIUM HYPOCHLORITE	\$3,307.39	
172923	11/21/2019	113	904214225	EVOQUA WATER TECHNOLOGIES	DI WATER SYSTEM	\$750.96	\$12,993.58
	11/21/2019	110	904218085		2300 GALS HYDROGEN PEROXIDE	\$12,242.62	
172794	11/7/2019	143	181273	CAROLLO ENGINEERS	ALVARADO INFLUENT PS PUMPS AND VFDS	\$1,893.82	\$12,112.67
	11/7/2019	143	181344		AERATION BLOWER 11 (HIGH SPEED)	\$262.00	
	11/7/2019	143	181294		NEWARK EQUALIZATION STORAGE FACILITIES	\$9,956.85	
172971	11/27/2019	170	255868	ADVANCED CHEMICAL TRANSPORT	HAZARDOUS MATERIAL MANAGEMENT	\$8,209.23	\$11,181.46
	11/27/2019	170	256774		HAZARDOUS MATERIAL MANAGEMENT	\$472.49	
	11/27/2019	170	256977		HAZARDOUS MATERIAL MANAGEMENT	\$2,499.74	

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172864	11/14/2019	136	9716684	HF&H CONSULTANTS, LLC	COMPREHENSIVE SEWER RATE STUDY	\$9,320.00	\$9,320.00
173022	11/27/2019	132	30360	WILEY PRICE & RADULOVICH LLP	LABOR & EMPLOYMENT LAW FEES	\$9,139.50	\$9,139.50
173023	11/27/2019	143	169323	WOODARD & CURRAN INC	NEWARK BASIN MASTER PLAN/PACP UPDATE	\$8,757.39	\$8,757.39
172810	11/7/2019		37432220191101	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - NOV 2019	\$8,740.16	\$8,740.16
172858	11/14/2019	110	1417217	DEPARTMENT OF GENERAL SERVICES	SERV: SEPT 2019 PLANT	\$8,705.49	\$8,705.49
172958	11/21/2019	113	97260	SILVERSON MACHINES INC	1 LAB MIXER-HOMOGENIZER	\$7,720.92	\$7,720.92
172808	11/7/2019	110	9017651320	KEMIRA WATER SOLUTIONS INC	47,079 LBS FERROUS CHLORIDE	\$7,369.82	\$7,369.82
172934	11/21/2019	110	9017652805	KEMIRA WATER SOLUTIONS INC	45,180 LBS FERROUS CHLORIDE	\$7,242.29	\$7,242.29
172853	11/14/2019	173	VLZ1635	CDW GOVERNMENT LLC	NETWORK ADMIN EQUIPMENT	\$108.92	\$7,201.79
	11/14/2019	173	VMG1170		HD ARRAY 2 FOR AIR GAP	\$2,359.63	
	11/14/2019	173	VLX4538		ADMIN SERVER ROOM UPS SUPPORT 1 YEAR	\$4,432.00	
	11/14/2019	173	VMT1803		NETWORK ADMIN EQUIPMENT	\$56.72	
	11/14/2019	173	VMJ6059		NETWORK ADMIN EQUIPMENT	\$244.52	
173016	11/27/2019	170	20362082	TELEDYNE ISCO INC	1 SAMPLER	\$6,948.15	\$6,948.15
172831	11/7/2019	110	967388	UNIVAR SOLUTIONS	4500 GALS SODIUM HYPOCHLORITE	\$3,250.69	\$6,790.11
	11/7/2019	110	967301		4899.7 GALS SODIUM HYPOCHLORITE	\$3,539.42	
172931	11/21/2019	170	1565	HYDRO INTERNATIONAL WASTEWATER	DEGRITTER OVERHAUL WITH HYDRO	\$6,749.69	\$6,749.69
172838	11/14/2019	121	191002730	AIRTECH MECHANICAL INC	BUILDING 70 FAN COIL REPLACEMENT	\$5,929.00	\$5,929.00

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172990	11/27/2019		913317	CUMMINS PACIFIC LLC	1 GENERATOR	\$10,291.96	\$5,757.49
	11/27/2019		913392		CREDIT 1 GENERATOR	\$-10,291.96	
	11/27/2019	122	913393		1 GENERATOR	\$5,757.49	
173006	11/27/2019	110	1403350	POLYDYNE INC	41,100 LBS CLARIFLOC WE-539	\$5,602.32	\$5,602.32
173000	11/27/2019	173	12690	LATITUDE GEOGRAPHICS GROUP LTD	GEOCORTEX SWM RENEWAL 12/22/19 - 12/21/20	\$5,150.00	\$5,150.00
172817	11/7/2019	110	170120191030	PACIFIC GAS AND ELECTRIC	SERV TO 09/22/2019 PLANT ADDITIONAL AMOUNT DUE	\$4,984.40	\$5,066.83
	11/7/2019	110	892820191008		SERV TO 10/01/19 HAYWARD MARSH	\$55.35	
	11/7/2019	110	224720191029		SERV TO 10/22/19 CS TRAINING TRAILER	\$27.08	
173008	11/27/2019		9255	LIAM ROBINSON	REFUND # 22532	\$4,802.35	\$4,802.35
172840	11/14/2019	170	4017420220191106	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 11/04/19 - FREMONT BLVD	\$72.11	\$4,687.24
	11/14/2019	170	4017275220191106		SERV TO: 11/02/19 - FREMONT BLVD	\$157.66	
	11/14/2019	170	4017274120191106		SERV TO: 11/02/19 - FREMONT BLVD	\$4,457.47	
172903	11/21/2019	120	9151	BEAR ELECTRICAL SOLUTIONS INC	INSTALL TRAFFIC/SIGNAL LOOP ON STEVENSON &SUNDALE	\$4,500.00	\$4,500.00
172982	11/27/2019	170	1715	CALIFORNIA INDUSTRIAL HYGIENE	INDUSTRIAL HYGIENE CONSULTATION SERVICES	\$4,273.16	\$4,273.16
173005	11/27/2019	130	101913810	PFM ASSET MANAGEMENT LLC	INVESTMENT MANAGEMENT / ADVISORY SERVICES	\$4,227.44	\$4,227.44
172911	11/21/2019		20190918	STATE OF CALIFORNIA	SALES & USE TAX 08/01/19 - 08/31/19	\$3,671.68	\$4,191.92
	11/21/2019		20190918.1		SALES & USE TAX 08/01/19-08/31/19 - LATE PENALTY	\$520.24	
172881	11/14/2019	130	91913258	PFM ASSET MANAGEMENT LLC	INVESTMENT MANAGEMENT / ADVISORY SERVICES	\$4,105.89	\$4,105.89
172872	11/14/2019	143	25483	MCGUIRE & HESTER	EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$4,001.51	\$4,001.51

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172845	11/14/2019		13790865	AT&T	SERV: 9/20/19 - 10/19/19	\$3,745.30	\$3,986.09
	11/14/2019		13790887		SERV: 9/20/19 - 10/19/19	\$219.47	
	11/14/2019		13790863		SERV: 9/20/19 - 10/19/19	\$21.32	
172949	11/21/2019	173	6810	PAGEFREEZER SOFTWARE INC	ONLINE ANNUAL SERVICE 10/28/19-10/27/20	\$3,826.00	\$3,826.00
172907	11/21/2019	173	9341469031	BRADY WORLDWIDE INC	LOTO ANNUAL SUBSCRIPTION	\$3,800.00	\$3,800.00
172825	11/7/2019	110	19101494	S&S TRUCKING	GRIT HAULING 10/01/2019	\$750.00	\$3,798.84
	11/7/2019	110	19101496		GRIT HAULING 10/04/2019	\$738.38	
	11/7/2019	110	19101733		GRIT HAULING 10/08 & 10/10/2019	\$1,587.46	
	11/7/2019	110	19101514		GRIT HAULING 09/30/2019	\$723.00	
172782	11/7/2019	171	2000275264	AECOM TECHNICAL SERVICES INC	HAZMAT CONSULTING SERVICES	\$3,717.01	\$3,717.01
172915	11/21/2019	173	VJJ9715	CDW GOVERNMENT LLC	RENEW BACKUP TARGET	\$1,299.00	\$3,341.74
	11/21/2019	173	VNN6268		NETWORK ADMIN EQUIPMENT	\$248.11	
	11/21/2019		VPP0397		FY20 NETWORK HARDWARE REFRESH 2/2	\$1,794.63	
172833	11/7/2019		807716281	VISION SERVICE PLAN - CA	NOV 2019 VISION STMT	\$3,152.16	\$3,195.94
	11/7/2019		807716289		NOV 2019 VISION STMT	\$43.78	

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172791	11/7/2019	170	14290830	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$90.87	\$3,172.28
	11/7/2019	130	14306280		1 DZ MECH PENCIL	\$26.33	
	11/7/2019	130	14297210		1 WALL CALENDAR	\$16.45	
	11/7/2019	141	14288070		ASTD OFFICE SUPPLIES	\$55.51	
	11/7/2019	144	14286250		ASTD OFFICE SUPPLIES	\$165.88	
	11/7/2019	130	14287420		1 WALL CALENDAR/1 DESK PAD	\$37.22	
	11/7/2019	144	14304880		SIT/STAND STATION	\$625.52	
	11/7/2019	110	14293780		27 YEARLY 2020 LOG BOOKS	\$1,931.74	
	11/7/2019	130	14292640		1 PLANNER	\$21.83	
	11/7/2019	173	14239631		REPLACEMENT SIT/STAND STATION	\$74.63	
	11/7/2019	130	14297600		ASTD OFFICE SUPPLIES	\$126.30	
172820	11/7/2019	120	916004004907	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - NOV 2019	\$3,139.99	\$3,139.99
172902	11/21/2019	122	16950	BAYSCAPE LANDSCAPE MANAGEMENT	LANDSCAPE MAINTENANCE SERVICES - OCT 2019	\$3,120.00	\$3,120.00
172883	11/14/2019	110	19102437	S&S TRUCKING	GRIT HAULING 10/24, 10/18, 10/21/2019	\$2,317.22	\$3,096.80
	11/14/2019	110	19102111		GRIT HAULING 10/08/2019	\$779.58	
172823	11/7/2019		20191031	WALKER ROLLINS	COMPUTER NOTE	\$3,069.90	\$3,069.90
172947	11/21/2019	141	20191118	NEOPOST USA INC	POSTAGE BY PHONE - TMS 8060344	\$3,000.00	\$3,000.00

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172995	11/27/2019	170	9329957527	GRAINGER INC	ASTD PARTS & MATERIALS	\$383.29	\$2,937.84
	11/27/2019		9334111516		40 PACKS DISPOSABLE GLOVES	\$273.06	
	11/27/2019	170	9333665256		ASTD PARTS & MATERIALS	\$123.93	
	11/27/2019	122	9332262071		ASTD PARTS & MATERIALS	\$249.58	
	11/27/2019	170	9330472698		ASTD PARTS & MATERIALS	\$26.87	
	11/27/2019	170	9331762162		ASTD PARTS & MATERIALS	\$61.01	
	11/27/2019	170	9331813874		ASTD PARTS & MATERIALS	\$106.51	
	11/27/2019	170	9333576305		ASTD PARTS & MATERIALS	\$246.50	
	11/27/2019		9332038927		ASTD PARTS & MATERIALS	\$1,093.75	
	11/27/2019	170	9334904209		ASTD PARTS & MATERIALS	\$37.37	
	11/27/2019	170	9329957535		ASTD PARTS & MATERIALS	\$335.97	
172896	11/21/2019	143	21127281	ABC IMAGING, INC	PROJECT IMPLEMENTATION MASTER PLAN	\$1,936.07	\$2,880.26
	11/21/2019	143	21140015		PRIMARY DIGESTER NO. 2 REHABILITATION	\$944.19	
172900	11/21/2019	170	5218754	ALL INDUSTRIAL ELECTRIC SUPPLY	PUMP STATION LONGWATCH PROJECT	\$2,826.51	\$2,826.51
172790	11/7/2019	170	78989	BAILEY FENCE CO INC	REPAIR FENCE OLD NPS SITE	\$2,825.00	\$2,825.00
172806	11/7/2019	113	41025594	KELLY SERVICES INC	TEMP LABOR-THACH, P. WK ENDING 10/13/19	\$1,381.60	\$2,763.20
	11/7/2019	113	40029231		TEMP LABOR-THACH, P. WK ENDING 10/06/19	\$1,381.60	
172998	11/27/2019	110	44048179	KELLY SERVICES INC	TEMP LABOR-THACH, P. WK ENDING 11/03/19	\$1,381.60	\$2,763.20
	11/27/2019	110	43049920		TEMP LABOR-THACH, P. WK ENDING 10/27/19	\$1,381.60	

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173021	11/27/2019	122	12083	WELDING SKILL TEST & TRAINING	GTAW WELDER TRAINING	\$2,760.00	\$2,760.00
172885	11/14/2019		730122245301	STAPLES CONTRACT & COMMERCIAL	6 POWER STRIPS	\$72.39	\$2,732.43
	11/14/2019		730141618301		JANITORIAL & BREAK ROOM SUPPLIES	\$600.30	
	11/14/2019		730091827401		JANITORIAL & BREAK ROOM SUPPLIES	\$416.37	
	11/14/2019		730124656101		JANITORIAL & BREAK ROOM SUPPLIES	\$417.49	
	11/14/2019		730111372602		BREAK ROOM SUPPLIES	\$749.15	
	11/14/2019		730111372601		JANITORIAL & BREAK ROOM SUPPLIES	\$476.73	
172862	11/14/2019	134	9317137694	GRAINGER INC	PPE AND MISC HARDWARE	\$1,545.08	\$2,702.90
	11/14/2019	111	9317644012		2 DANGER SIGNS	\$6.96	
	11/14/2019	111	9315614736		ASTD PARTS & MATERIALS	\$16.35	
	11/14/2019	134	9317711126		30 GLOVE SAFEGRIP XL	\$204.79	
	11/14/2019	134	9318460368		3 FOLDING KNIVES	\$46.32	
	11/14/2019	170	9319873809		TRANSPORT DRUM 30 GAL	\$115.28	
	11/14/2019	111	9314727406		ASTD PARTS & MATERIALS	\$77.80	
	11/14/2019	111	9315614744		1 PORTABLE EYEWASH STATION	\$221.26	
	11/14/2019	122	9315833153		ASTD PARTS & MATERIALS	\$253.95	
	11/14/2019	122	9315221193		4 EA BATTERY ADAPTER	\$215.11	
172795	11/7/2019	170	32933	CONTROLWORX LLC	WATERCHAMP REPAIRS	\$2,566.90	\$2,566.90
172925	11/21/2019	170	243747	FRANK A OLSEN COMPANY	CB1 & IPS NEW ROTORKS	\$2,320.00	\$2,320.00

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172816	11/7/2019	170	114071	NEW IMAGE LANDSCAPING CO	LANDSCAPE MAINTENANCE - FMC - OCT 2019	\$2,305.00	\$2,305.00
172920	11/21/2019	140	2122022112	EMPLOYMENT DEVELOPMENT DEPT	UI 3RDQ 2019 - D. LEMOS	\$2,250.00	\$2,250.00
172841	11/14/2019	111	32364	ALLIED FLUID PRODUCTS CORP	8 2"X25" FLEXWING HOSES	\$2,143.19	\$2,143.19
172979	11/27/2019	173	316637800	BUCKLES SMITH ELECTRIC	ROCKWELL TECH CONNECT ANNUAL SUPPORT	\$2,107.00	\$2,107.00
172933	11/21/2019	141	CBTN443	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - NOV 2019	\$547.44	\$2,102.13
	11/21/2019	141	CBWJ927		OFF-SITE STORAGE AND SERVICE - NOV 2019	\$1,254.69	
	11/21/2019	173	201993918		DATA/MEDIA OFF-SITE STORAGE - OCT 2019	\$300.00	
172891	11/14/2019		9840545504	VERIZON WIRELESS	WIRELESS SERV 09/21/2019 - 10/20/2019	\$2,076.73	\$2,076.73
172989	11/27/2019		90861022	COLORADO WASHINGTON INC COMCAS	FIBER INTERNET BACKUP - NOV 2019	\$2,004.87	\$2,004.87
172882	11/14/2019	173	372376	REALVNC LIMITED	ANNUAL MAINTENANCE & SUPPORT	\$1,975.00	\$1,975.00
172952	11/21/2019	123	1890355001	R&B COMPANY	ASTD PARTS & MATERIALS	\$1,925.02	\$1,925.02
172788	11/7/2019		13727502	AT&T	SERV: 9/10/19 - 10/09/19	\$974.98	\$1,918.83
	11/7/2019		13759349		SERV: 9/13/19 - 10/12/19	\$65.87	
	11/7/2019		13759348		SERV: 9/13/19 - 10/12/19	\$42.82	
	11/7/2019		13759350		SERV: 9/13/19 - 10/12/19	\$87.36	
	11/7/2019		13759346		SERV: 9/13/19 - 10/12/19	\$747.80	
172842	11/14/2019		20191010	AMAZON.COM LLC	10/19 - ASTD OFFICE SUPPLIES	\$1,911.18	\$1,911.18
172856	11/14/2019		344941	DALE HARDWARE INC	48 PURDY ROLLER	\$269.54	\$1,863.00
	11/14/2019		20191025		10/19 - ASTD PARTS & MATERIALS	\$1,593.46	

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172975	11/27/2019	120	12850	AMERICAN DISCOUNT SECURITY	10/01/19 - 10/31/19 GUARD AT DISTRICT GATE	\$1,794.00	\$1,794.00
172916	11/21/2019	150	79123	CITYLEAF INC	2019 HOLIDAY DECOR FOR DISTRICT LOBBY	\$1,299.50	\$1,731.36
	11/21/2019	150	79331		PLANT MAINTENANCE - NOV 2019	\$431.86	
172991	11/27/2019	143	3305772	DAILY JOURNAL CORPORATION	PRIMARY DIGESTER NO. 2	\$1,722.24	\$1,722.24
172819	11/7/2019	173	2124535504	PONTON INDUSTRIES INC	PRESSURE SENSOR FOR NEWARK MANHOLE MONITOR	\$1,657.99	\$1,657.99
172928	11/21/2019		9323330903	GRAINGER INC	ASTD PARTS & MATERIALS	\$614.00	\$1,556.60
	11/21/2019	110	9325991942		1 ADJ WRENCH	\$16.25	
	11/21/2019	170	9319463882		SCREW EXTRACTOR SET	\$97.42	
	11/21/2019	170	9326612448		1 PORTABLE CORD	\$88.32	
	11/21/2019	111	9324655142		1 EA MOBIL CART & PORTABLE COMPACT EYEWASH STATION	\$740.61	
172993	11/27/2019	141	20191127	GLEN GINOCHIO	TRAVEL REIMB: HWEA 2019 COLLECTIONS SYSTEMS CONFERE	\$1,530.32	\$1,530.32
172893	11/14/2019	170	16721	WESTERN MACHINE & FAB INC	2 STAINLESS FLANGE AND SHAFT HUB	\$1,492.60	\$1,492.60
172955	11/21/2019	110	19110132	S&S TRUCKING	GRIT HAULING 10/24 & 10/28/2019	\$1,462.61	\$1,462.61
172899	11/21/2019	122	191002740	AIRTECH MECHANICAL INC	SERVICE CALL: SERVER ROOM BACK UP SYSTEM	\$513.78	\$1,428.78
	11/21/2019	170	191002748		OCT 2019: FILTER CHANGE BLDGS 54, 63, 81, 90	\$915.00	

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172942	11/21/2019	122	20095750	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$56.05	\$1,410.73
	11/21/2019	170	21255711		4 LONG LIFE LARGE CELL BATERIES	\$221.86	
	11/21/2019	122	21517059		10 VIBRATION RESISTANT PRESSURE GAUGE	\$652.12	
	11/21/2019		21671454		ASTD PARTS & MATERIALS	\$353.05	
	11/21/2019	170	21671455		3 SEALED LARGE-CELL BATTERIES	\$90.23	
	11/21/2019	170	21893476		2 PACKS ENGRAVING PLATES	\$37.42	
172836	11/7/2019	173	8F70EBD020191221	WIN-911 SOFTWARE	WIN911 ANNUAL SUPPORT RENEWAL	\$1,400.00	\$1,400.00
172867	11/14/2019	110	42024990	KELLY SERVICES INC	TEMP LABOR-THACH, P. WK ENDING 10/20/19	\$1,381.60	\$1,381.60
172799	11/7/2019	113	1193729	ENTHALPY ANALYTICAL LLC	16 LAB SAMPLE ANALYSIS	\$345.00	\$1,370.00
	11/7/2019	113	1193676		12 LAB SAMPLE ANALYSIS	\$235.00	
	11/7/2019	113	1193674		13 LAB SAMPLE ANALYSIS	\$245.00	
	11/7/2019	113	1193687		5 LAB SAMPLE ANALYSIS	\$270.00	
	11/7/2019	113	1193675		9 LAB SAMPLE ANALYSIS	\$275.00	
172932	11/21/2019	132	200613781	IEDA INC	LABOR RELATIONS CONSULTING NOV 2019	\$1,334.00	\$1,334.00
172898	11/21/2019	170	9966217754	AIRGAS NCN	CYLINDER RENTAL	\$1,036.40	\$1,300.63
	11/21/2019	170	9094744032		1 CYL ARGON	\$264.23	
172944	11/21/2019	171	1992975	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - NOV 2019	\$1,245.43	\$1,245.43
172811	11/7/2019	173	19148	LOOKINGPOINT INC	ANNUAL PHONE AND NETWORK SUPPORT - OCT 2019	\$1,225.00	\$1,225.00
172936	11/21/2019	173	19366	LOOKINGPOINT INC	ANNUAL PHONE AND NETWORK SUPPORT - NOV 2019	\$1,225.00	\$1,225.00

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172938	11/21/2019		4743299	MALLORY SAFETY AND SUPPLY LLC	7 DOZ GLV NITRILE	\$278.54	\$1,196.24
	11/21/2019		4738280		2 CALIBRATION GAS CYLINDERS	\$917.70	
172797	11/7/2019	173	452157	DLT SOLUTIONS, LLC	AWS CLOUD STORAGE - SEP 2019	\$1,194.82	\$1,194.82
172924	11/21/2019	144	2204206	FISHER SCIENTIFIC	PH METER AND SUPPLIES	\$116.90	\$1,176.41
	11/21/2019	144	2096409		PH METER AND SUPPLIES	\$1,059.51	
172813	11/7/2019	170	19713503	MCMASTER SUPPLY INC	10 THREADED ROD MOUNT CLAMPING HANGER	\$39.24	\$1,130.24
	11/7/2019	170	20331280		20 VINYL COATED HEAVY DUTY HOOK	\$101.02	
	11/7/2019	170	19699835		2 PACK STEEL SEALING WASHER	\$36.63	
	11/7/2019	170	19975493		2 ALUMINUM SET SCREW LUG	\$21.88	
	11/7/2019	170	19699836		ASTD PARTS & MATERIALS	\$525.48	
	11/7/2019	170	20023900		ASTD PARTS & MATERIALS	\$405.99	
172849	11/14/2019	121	995055	BRENNTAG PACIFIC INC	3846 LBS SODIUM HYDROXIDE	\$1,094.66	\$1,094.66
172917	11/21/2019	170	20191028	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$1,052.73	\$1,052.73
172792	11/7/2019	121	992671	BRENNTAG PACIFIC INC	1282 LBS SODIUM HYDROXIDE	\$348.23	\$1,041.53
	11/7/2019	121	992672		2564 LBS SODIUM HYDROXIDE	\$693.30	
172844	11/14/2019	170	693125	A-PRO PEST CONTROL INC	OCT PEST CONTROL	\$1,005.00	\$1,005.00
172954	11/21/2019		10520	ROOTER HERO	REFUND # 22501	\$500.00	\$1,000.00
	11/21/2019		10444		REFUND # 22502	\$500.00	

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173004	11/27/2019	122	1775	PACIFIC CRANE INSPECTION	QUADRENNIAL CRANE INSPECTION	\$500.00	\$1,000.00
	11/27/2019	122	1776		QUARTERLY CRANE INSPECTION	\$500.00	
172871	11/14/2019	170	20191112	SCOTT MARTIN	EXP REIMB: FMC GROUP SAFETY RECOGNITION	\$993.09	\$993.09
172956	11/21/2019	173	48939	SACRAMENTO COMPUTER POWER INC	CONTROL BLDG SERVER ROOM UPS ANNUAL SUPPORT	\$965.00	\$965.00
172804	11/7/2019		9309910439	GRAINGER INC	1 PACK SPORTS DRINK	\$5.83	\$964.82
	11/7/2019		9308535146		30 PACKS DISPOSABLE GLOVES	\$515.28	
	11/7/2019		9307183484		ASTD PARTS & MATERIALS	\$362.12	
	11/7/2019		9310121802		ASTD PARTS & MATERIALS	\$64.72	
	11/7/2019	111	9311687033		1 PACK INSECT KILLER	\$16.87	
172895	11/21/2019	121	68887	3T EQUIPMENT COMPANY INC	4 HEAVY DUTY CONCAVE ROOT SAW BLADE	\$942.79	\$942.79
172789	11/7/2019	173	4126211509	AT&T	SERV: 9/11/19 - 10/10/19	\$882.85	\$882.85
172976	11/27/2019		1102263304	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING & RUGS	\$274.74	\$861.03
	11/27/2019		1102263310		UNIFORM LAUNDERING SERVICE	\$336.93	
	11/27/2019		1102259668		UNIFORM LAUNDERING & RUGS	\$249.36	
172874	11/14/2019	136	20191112	LILIANA MORENO	EXP REIMB: REGISTRATION/AIRFARE/LODGING 2020 CSMFO C	\$860.44	\$860.44

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172847	11/14/2019	144	14304881	BLAISDELL'S	SIT/STAND STATION EXTENSION TALL USER	\$62.55	\$829.76
	11/14/2019	120	14312060		ASTD OFFICE SUPPLIES	\$56.31	
	11/14/2019	143	14330730		BOOK RCPT, 3PT	\$10.88	
	11/14/2019	144	14266230		TASK CHAIR- MESH HIGH BACK	\$46.46	
	11/14/2019	130	14318450		1 TONER	\$208.51	
	11/14/2019	144	14266231		TASK CHAIR- MESH HIGH BACK	\$414.86	
	11/14/2019	130	14321380		ASTD OFFICE SUPPLIES	\$30.19	
172818	11/7/2019		20191105	PETTY CASH	PETTY CASH REPLENISHMENT	\$810.02	\$810.02
172953	11/21/2019	120	20191119	JOSE RODRIGUES JR	EXP REIMB: AIRFARE, HOTEL, PER DIEM - CWEA CERTIFICATIO	\$789.91	\$789.91
172787	11/7/2019	170	8480094055	ANDRITZ SEPARATION INC	CENTRIFUGE 4 REBUILD PARTS	\$764.93	\$764.93
172887	11/14/2019	173	12079669	TRIMBLE INC	TELOG ENTERPRISE ANNUAL SUPPORT 11/8/19-11/7/20	\$750.00	\$750.00
173019	11/27/2019		9841163109	VERIZON WIRELESS	WIRELESS SERV 10/02/19-11/01/19 & (6) IPADS	\$724.88	\$724.88
172873	11/14/2019	170	20762059	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$259.01	\$713.39
	11/14/2019		20744874		ASTD PARTS & MATERIALS	\$430.55	
	11/14/2019	170	20744875		WEED & GRASS TRIMMER	\$23.83	

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172861	11/14/2019	122	61194	FREMONT TEST ONLY	ANNUAL SMOG TESTING - VEHICLE T1361	\$35.00	\$700.00
	11/14/2019	122	61053		ANNUAL SMOG TESTING - VEHICLE T1328	\$35.00	
	11/14/2019	122	61006		ANNUAL SMOG TESTING - VEHICLE T1268	\$35.00	
	11/14/2019	122	61013		ANNUAL SMOG TESTING - VEHICLE T2269	\$35.00	
	11/14/2019	122	61037		ANNUAL SMOG TESTING - VEHICLE P8257	\$35.00	
	11/14/2019	122	61008		ANNUAL SMOG TESTING - VEHICLE P8264	\$35.00	
	11/14/2019	122	61042		ANNUAL SMOG TESTING - VEHICLE P8364	\$35.00	
	11/14/2019	122	61215		ANNUAL SMOG TESTING - VEHICLE T1282	\$35.00	
	11/14/2019	122	61211		ANNUAL SMOG TESTING - VEHICLE T1340	\$35.00	
	11/14/2019	122	61187		ANNUAL SMOG TESTING - VEHICLE T1339	\$35.00	
	11/14/2019	122	61054		ANNUAL SMOG TESTING - VEHICLE T1372	\$35.00	
	11/14/2019	122	61004		ANNUAL SMOG TESTING - VEHICLE T1303	\$35.00	
	11/14/2019	122	61143		ANNUAL SMOG TESTING - VEHICLE T1359	\$35.00	
	11/14/2019	122	61038		ANNUAL SMOG TESTING - VEHICLE P8363	\$35.00	
	11/14/2019	122	61011		ANNUAL SMOG TESTING - VEHICLE P8266	\$35.00	
	11/14/2019	122	61125		ANNUAL SMOG TESTING - VEHICLE T1337	\$35.00	
	11/14/2019	122	61018		ANNUAL SMOG TESTING - VEHICLE T1306	\$35.00	
	11/14/2019	122	61229		ANNUAL SMOG TESTING - VEHICLE T1369	\$35.00	
	11/14/2019	122	61062		ANNUAL SMOG TESTING - VEHICLE T1327	\$35.00	

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172861	11/14/2019	122	61033	FREMONT TEST ONLY	ANNUAL SMOG TESTING - VEHICLE T1256	\$35.00	\$700.00
172951	11/21/2019		10230	KER QI	REFUND # 22472	\$200.00	\$700.00
	11/21/2019		10230.1		REFUND # 22471	\$500.00	
172822	11/7/2019	170	150759	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$690.75	\$690.75
172814	11/7/2019	122	38803	MORSE HYDRAULICS USA LLC	ASTD PARTS & MATERIALS	\$688.13	\$688.13
173020	11/27/2019		8088213837	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$670.35	\$688.01
	11/27/2019		8088216703		LAB SUPPLIES	\$17.66	
172968	11/21/2019	113	8088168603	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$104.44	\$685.61
	11/21/2019	113	8088182191		LAB SUPPLIES	\$207.87	
	11/21/2019	113	8088178645		LAB SUPPLIES	\$373.30	
172876	11/14/2019	122	20191027	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - OCT 2019	\$684.49	\$684.49
172828	11/7/2019	134	20358309	TELEDYNE ISCO INC	SAMPLING SUPPLIES	\$682.65	\$682.65
172786	11/7/2019		1102251908	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING SERVICE	\$375.11	\$679.80
	11/7/2019		1102251895		UNIFORM LAUNDERING & RUGS	\$257.11	
	11/7/2019	122	1102251932		ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$47.58	
172957	11/21/2019	130	536881	SAFECHECKS	3000 AP CHECK STOCK	\$675.66	\$675.66
172878	11/14/2019		34781	NIXON-EGLI EQUIP OF S CAL	5 ROOT SAW BLADES	\$670.69	\$670.69

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172970	11/27/2019		60010570	ADLER TANK RENTALS	CREDIT TANK RENTAL	\$-2,123.20	\$667.92
	11/27/2019	111	4452074		TANK RENTAL	\$667.92	
	11/27/2019		4452049		TANK RENTAL	\$500.00	
	11/27/2019		4452051		CREDIT TANK RENTAL	\$-55.98	
	11/27/2019		4449910		TANK RENTAL	\$1,679.18	
172855	11/14/2019	132	191114687	CLAREMONT BEHAVIORAL SERVICES	NOV 2019 EAP PREMIUMS	\$667.00	\$667.00
172986	11/27/2019	132	191214687	CLAREMONT BEHAVIORAL SERVICES	DEC 2019 EAP PREMIUMS	\$653.20	\$653.20
172827	11/7/2019	170	257885601	STEVEN ENGINEERING INC	CERLIC RADIO CONTROLS	\$413.11	\$632.84
	11/7/2019	170	257885602		CERLIC RADIO CONTROLS	\$219.73	
172843	11/14/2019		1102255941	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING & RUGS	\$274.74	\$622.17
	11/14/2019		1102255949		UNIFORM LAUNDERING SERVICE	\$347.43	
172846	11/14/2019	143	101965	BEECHER ENGINEERING	ALVARADO INFLUENT PS PUMPS AND VFDS	\$600.00	\$600.00
172943	11/21/2019	170	191150	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE - NOV 2019	\$599.08	\$599.08
172963	11/21/2019		22409891	TRI DIM FILTER CORPORATION	300 TRI-DEK PADS	\$591.88	\$591.88
172918	11/21/2019	143	3305773	DAILY JOURNAL CORPORATION	PRIMARY DIGESTER NO. 2	\$575.00	\$575.00
172950	11/21/2019		151391	PREFERRED ALLIANCE INC	OCT 2019 SERVICE FEE	\$572.16	\$572.16
172912	11/21/2019		20191114	STATE OF CALIFORNIA	SALES & USE TAX 10/01/19 - 10/30/19	\$547.65	\$547.65
172826	11/7/2019	134	1940329001	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$503.82	\$503.82
172962	11/21/2019	144	406413	TAP PLASTICS INC	FABRICATED BOX	\$503.40	\$503.40

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172805	11/7/2019		10184	J. MACHADO INC.	REFUND # 22478	\$500.00	\$500.00
172824	11/7/2019		10507	ROOTER HERO	REFUND # 22484	\$500.00	\$500.00
172854	11/14/2019		9238	DIANA CHAN	REFUND # 22490	\$500.00	\$500.00
172905	11/21/2019		10411	BEST CONSTRUCTION	REFUND # 22500	\$500.00	\$500.00
172927	11/21/2019		10405	VICTOR GIN	REFUND # 22518	\$500.00	\$500.00
172959	11/21/2019		10509	SOCRATES CONSTRUCTION SERVICES	REFUND # 22508	\$500.00	\$500.00
172964	11/21/2019	122	133368	TRI-SIGNAL INTEGRATION INC	FIRE PROTECTION SERVICE - MONTHLY CHARGE MONITORING	\$133.33	\$483.33
	11/21/2019	122	133369		FIRE PROTECTION SERVICE - UL CERTIFICATE	\$350.00	
172866	11/14/2019		768520191028	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - OCT 2019	\$480.76	\$480.76
172914	11/21/2019	170	21710250	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$466.38	\$466.38
172809	11/7/2019	170	40636	KLEEN INDUSTRIAL SERVICES	DISPOSAL OF KLEEN BLAST	\$440.60	\$440.60
172978	11/27/2019	120	14394060	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$28.27	\$434.07
	11/27/2019	110	14394640		3 BINDERS	\$23.21	
	11/27/2019	122	14394061		1 DETERGENT	\$70.28	
	11/27/2019	144	14389320		ASTD OFFICE SUPPLIES	\$57.68	
	11/27/2019	130	14407650		ASTD OFFICE SUPPLIES	\$32.91	
	11/27/2019	110	14382690		ASTD OFFICE SUPPLIES	\$172.34	
	11/27/2019	130	14388590		1 ELECTRIC PENCIL SHARPENER	\$49.38	

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
172892	11/14/2019	113	8088032018	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$172.98	\$416.65
	11/14/2019		8088040132		LAB SUPPLIES	\$206.74	
	11/14/2019	113	8088040133		LAB SUPPLIES	\$36.93	
172839	11/14/2019	170	191002724	AIRTECH MECHANICAL INC	SERVICE CALL: BLDG 90 CO-GEN	\$415.00	\$415.00
173024	11/27/2019		20191127	JASON YEATES	1ST QTR FY20 ALT COMP SPECIAL RECOGNITION	\$399.99	\$399.99
172901	11/21/2019	121	1102259679	AMERIPRIDE SERVICES INC	ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$47.58	\$397.51
	11/21/2019		1102259671		UNIFORM LAUNDERING SERVICE	\$349.93	
172829	11/7/2019		22873	THE CONSTRUCTION ZONE LLC	4 TRAFFIC SIGN STANDS	\$377.32	\$377.32
172869	11/14/2019	170	350220	KLEEN BLAST ABRASIVES	BLASTING MATERIALS	\$216.07	\$353.26
	11/14/2019	170	347536		BLASTING MATERIALS	\$137.19	
172850	11/14/2019	143	11355645	BROWN & CALDWELL CONSULTANTS	EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$352.17	\$352.17
173009	11/27/2019	120	20191121	JOSE RODRIGUES JR	EXP REIMB: CS SAFETY RECOGNITION LUNCH	\$343.22	\$343.22
172781	11/7/2019	172	254642	ADVANCED CHEMICAL TRANSPORT	HAZARDOUS MATERIAL MANAGEMENT	\$339.08	\$339.08
172785	11/7/2019	170	32361	ALLIED FLUID PRODUCTS CORP	100 FT BLACK FRONTIER HOSE	\$328.03	\$328.03
172884	11/14/2019	170	85340220191024	SAN FRANCISCO WATER DEPT	SERVICE 09/20/2019 - 10/22/2019	\$312.49	\$312.49
172859	11/14/2019	113	1194681	ENTHALPY ANALYTICAL LLC	5 LAB SAMPLE ANALYSIS	\$300.00	\$300.00
172784	11/7/2019	170	5217531	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$167.72	\$297.63
	11/7/2019	170	5217689		75 EA 12G/3C TRAY CBL PVC/NYLON	\$129.91	
172930	11/21/2019		603639259	HILLYARD/SAN FRANCISCO	ASST JANITORIAL SUPPLIES	\$296.39	\$296.39

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172888	11/14/2019	121	11057	TURNER SAFETY	COMPETENT PERSON,TRENCHING & SHORING-MARTINEZ	\$275.00	\$275.00
172848	11/14/2019	130	20191108	LAURIE BRENNER	EXP REIMB: PARKING CALPERS CONF/RETIREMENT CELEBRAT	\$273.43	\$273.43
173013	11/27/2019	113	97367	SILVERSON MACHINES INC	FREIGHT CHRG INV 97260-LAB MIXER HOMOGENIZER	\$255.42	\$255.42
172834	11/7/2019	173	6032048	INTRADO LIFE & SAFETY INC	E911 CLOUD SERVICE	\$250.00	\$250.00
172922	11/21/2019	113	1196079	ENTHALPY ANALYTICAL LLC	1 LAB SAMPLE ANALYSIS	\$30.00	\$250.00
	11/21/2019	113	1196114		5 LAB SAMPLE ANALYSIS	\$220.00	
172812	11/7/2019		4735955	MALLORY SAFETY AND SUPPLY LLC	3 DOZEN G-TEK GLOVES	\$119.37	\$246.78
	11/7/2019		4736192		60 PR GLOVES	\$127.41	
172865	11/14/2019		603631144	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$243.75	\$243.75
173014	11/27/2019		91002	STARLINE SUPPLY COMPANY	4 CS COMPOSTABLE UTENSILS	\$215.42	\$215.42
172852	11/14/2019	170	21708179	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$208.23	\$208.23
172929	11/21/2019		3O1248	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS	\$208.09	\$208.09
172921	11/21/2019	136	90120435003	ENTERPRISE GOV 43-1514861	RENTAL: J. ROJO, NASHVILLE, TN	\$204.95	\$204.95
173010	11/27/2019		7821269900	RS HUGHES CO INC	ASTD SAFETY SUPPLIES	\$203.13	\$203.13
173003	11/27/2019	122	208965	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$52.33	\$201.11
	11/27/2019	122	209036		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$148.78	
172821	11/7/2019		10511	AMERICAN RESIDENTIAL SVCS RESCUE	REFUND # 22483	\$200.00	\$200.00
172946	11/21/2019	173	11733	NEOGOV	NEOGOV TEXT MESSAGING SUBSCRIPTION	\$200.00	\$200.00
172997	11/27/2019	113	20191121	DANIEL JACKSON	EXP REIMB: PER DIEM FOR ICP LAB TRAINING CLASS	\$196.50	\$196.50

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173001	11/27/2019	130	20191122	MICHAEL MARZANO	RETIREMENT GIFT - 13 YEARS OF SERVICE	\$195.00	\$195.00
172904	11/21/2019	144	22929600	BECK'S SHOES	SAFETY SHOES: M. GONZALEZ	\$191.28	\$191.28
172972	11/27/2019	170	9094986234	AIRGAS NCN	ASTD PARTS & MATERIALS	\$189.92	\$189.92
172926	11/21/2019	123	22812	FREMONT RECYCLING & TRANSFER	.3 TON GREEN WASTE & .14 TON MSW COMMERCIAL & .86 CLE/	\$188.29	\$188.29
172987	11/27/2019	123	313222	CLARK'S HOME AND GARDEN INC	2.75 PG&E FILL SAND	\$181.09	\$181.09
172945	11/21/2019	170	24069907	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$174.62	\$174.62
172994	11/27/2019	144	484985456	GLACIER ICE COMPANY INC	102 7-LB BAGS OF ICE	\$164.55	\$164.55
172832	11/7/2019	150	20191105	THERESA VASQUEZ	EXP REIMB: SOCIAL COMMITTE HALOWEEN EVENT	\$152.88	\$152.88
172802	11/7/2019	136	12691420190916	GFOA-GOV FIN OFFICERS ASSOC	MEMBERSHIP RENEWAL - L. MORENO	\$150.00	\$150.00
172807	11/7/2019	170	62600000179645	KELLY-MOORE PAINT COMPANY	ASTD PAINTING SUPPLIES	\$148.39	\$148.39
172967	11/21/2019		46275	VALLEY OIL COMPANY	30 UNITS GREASE	\$147.61	\$147.61
172803	11/7/2019	120	2810929102	GLACIER ICE COMPANY INC	84 7-LB BAGS OF ICE	\$143.82	\$143.82
172996	11/27/2019		603655436	HILLYARD/SAN FRANCISCO	ASST JANITORIAL SUPPLIES	\$143.78	\$143.78
172906	11/21/2019	120	14352390	BLAISDELL'S	1 USB DRIVE	\$101.50	\$142.21
	11/21/2019	130	14371510		ASTD OFFICE SUPPLIES	\$17.17	
	11/21/2019	110	14364170		15 NOTEBOOKS	\$23.54	
172985	11/27/2019	173	VPX3756	CDW GOVERNMENT LLC	FY20 NETWORK HARDWARE REFRESH 2/2	\$141.63	\$141.63
172851	11/14/2019	170	1784540	BUREAU VERITAS/ANALYSTS INC	6 LAB SAMPLE ANALYSIS	\$138.45	\$138.45

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173002	11/27/2019		21023265	MCMASTER SUPPLY INC	3 V-BELT & 10 PACKS SPAY BOTTLES	\$124.36	\$136.03
	11/27/2019	122	20762058		ASTD PARTS & MATERIALS	\$11.67	
172960	11/21/2019	141	20191031	SPOK INC	NOVEMBER 2019 PAGER SERVICE	\$133.34	\$133.34
172973	11/27/2019	170	4027	ALL ABOUT BACKFLOW	ANNUAL BACKFLOW INSPECTION- NPS	\$128.00	\$128.00
173007	11/27/2019		103780	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE DECEMBER 2019	\$112.00	\$112.00
173011	11/27/2019	170	1301	SABRE BACKFLOW INC	BACKFLOW CALIBRATION ACCURACY SERVICE	\$110.85	\$110.85
172939	11/21/2019	171	20191119	SCOTT MARTIN	EXP REIMB: WORK BOOTS	\$108.24	\$108.24
172909	11/21/2019		3537	CAL SANITATION RISK MNGT AUTH	CLAIM: CHEN FILE# 1993073	\$102.00	\$102.00
172910	11/21/2019	120	1911033	CALIFORNIA REGIONAL CGA	STAKEHOLDER ANNUAL MEMBERSHIP 1/01/20-12/31/20	\$100.00	\$100.00
172940	11/21/2019	170	77950258	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - OCT 2019	\$98.34	\$98.34
172980	11/27/2019	150	246639	BURKE, WILLIAMS & SORENSON LLP	FORCE MAIN RELOCAITON - SEPT 2019	\$98.28	\$98.28
172913	11/21/2019	113	604011	CALTEST ANALYTICAL LABORATORY	7 LAB SAMPLE ANALYSIS	\$92.62	\$92.62
172937	11/21/2019	170	20191114	MARCO LOPEZ	EXP REIMB: MEAL FOR SITEWASTE SHUTDOWN	\$89.40	\$89.40
172941	11/21/2019	150	20191118	REGINA MCEVOY	EXP REIMB: BREAKFAST ITEMS FOR ACSDA MEETING	\$84.00	\$84.00
172935	11/21/2019	111	20191120	KEVIN LANDBOROUGH	EXP REIMB: 1ST QTR SAFETY RECOGNITION MEAL	\$80.95	\$80.95
172783	11/7/2019	170	4088644120191024	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 10/22/19 - BOYCE ROAD	\$76.53	\$76.53
172793	11/7/2019	113	603763	CALTEST ANALYTICAL LABORATORY	2 LAB SAMPLE ANALYSIS	\$74.10	\$74.10
172801	11/7/2019	132	116531578	FREMONT URGENT CARE CENTER	1 DOT PHYSICAL	\$63.00	\$63.00
173012	11/27/2019		1940329002	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$59.16	\$59.16

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172877	11/14/2019	122	208615	NAYLOR STEEL INC	2 3/8 FLOOR PLATE	\$57.47	\$57.47
172974	11/27/2019	170	5219077	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$56.76	\$56.76
173017	11/27/2019		22409892	TRI DIM FILTER CORPORATION	25 TRI-DEK 15/40 2 PLY PADS	\$55.29	\$55.29
172890	11/14/2019	136	98XW53429	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 10/19/19	\$50.10	\$50.10
172965	11/21/2019	141	419387	ULTRAEX LLC	COURIER SVCS: 1 BOARDMEMBER DELIVERY - 10/23/19	\$45.45	\$45.45
172815	11/7/2019	170	208388	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$44.78	\$44.78
172830	11/7/2019	141	419147	ULTRAEX LLC	COURIER SVCS: 1 BOARDMEMBER DELIVERY - 10/09/19	\$42.00	\$42.00
172863	11/14/2019	113	273953	HANIGAN COMPANY INC	1 LOT BUSINESS CARDS - R. PIPKIN	\$39.68	\$39.68
172988	11/27/2019	130	40586	COLANTUONO HIGHSMITH & WHATLEY	PROP 218 ADVICE	\$39.50	\$39.50
172992	11/27/2019	132	116531739	FREMONT URGENT CARE CENTER	1 EMPLOYEE TEST	\$35.00	\$35.00
172875	11/14/2019		24070848	MOTION INDUSTRIES INC	1 V BELT	\$14.32	\$14.32
172800	11/7/2019	122	1122834	FASTENAL	ASTD PARTS & MATERIALS	\$6.63	\$6.63

Invoices:

Credit Memos :	4	-13,019.89
\$0 - \$1,000 :	291	77,779.31
\$1,000 - \$10,000 :	117	433,742.96
\$10,000 - \$100,000 :	23	580,318.45
Over \$100,000 :	0	
Total:	435	1,078,820.83

Checks:

\$0 - \$1,000 :	127	47,827.85
\$1,000 - \$10,000 :	87	291,065.76
\$10,000 - \$100,000 :	30	739,927.22
Over \$100,000 :		
Total:	244	1,078,820.83

Uploaded: Wed, Oct 23, 2019, 2:19 pm

Central San: Wipes fail 'flushable' test

'Flushable' wipes clog sanitation district machinery and drainage pipes

by Ryan J. Degan

No matter what a label might say, wipes are not flushable and staff from the Central Contra Costa Sanitary District want residents to know that flushing wipes can only cause damage to pipes and waterways.

To challenge the prevalent misinformation on the flushability of wipes, Central San officials conducted a test of 10 popular North American wipe brands, two imported wipes and one toilet paper sample to spend 30 to 40 minutes traveling through 3,000 feet of active sewer line.

According to Central San officials, the verdict reveals that nine out of 10 so-called flushable wipes do not break down and can cause raw sewage overflows in streets, waterways and homes. In contrast, toilet paper and both foreign imported wipe products completely broke down while traveling through sewer lines.

"Central San and other wastewater utilities continue to spend time and money dealing with wipes when they could be better spent addressing issues such as aging infrastructure. Many wipes products claim to be flushable. Don't believe the hype. Wipes clog pipes and belong in the trash can," officials said in a statement.

Central San officials explain that the problem is that once these wipes are flushed they can get hung up on roots and ball together, or become coated in fats and grease allowing for multiple wipes and other items to build into a clog.

If the wipes do make it to a wastewater pumping station or treatment plant, they can gum up pumps and other equipment, which can lead to expensive and time-consuming maintenance that is paid for by the public.

Since 2017, wipes have been the cause of 13 sewage overflows or stoppages and were listed as the primary issue over 250 times during routine maintenance in central Contra Costa County. At one pumping station, Central San crews were forced to take pumps out of service multiple times a week to remove large clogs that resulted from flushed wipes and rags.

The problem has become so severe that moving forward crews are now manually removing wipes from a screen that prevents them from flowing into the pump station. This solution allows pumps to remain operational for nearly a month before large wipe removals are required, but Central San officials say is labor-intensive and time-consuming.

Central San has planned to install grinders at a pumping station to assist and last year spent \$8.2 million on upgrades treatment plants headworks facility, but at the moment assistance from the community is the best way to reduce cloggings and create a more effective and functional sanitation system.

The best way to help is to remember to stick with toilet paper over so-called “flushable” wipes.



In order to reduce clogging that results from residents flushing wipes, Central San crews are often forced to manually removing wipes from their machinery. (Photo courtesy Central Contra Costa Sanitation District)



Central San officials want residents to know that when someone flushes a wipe down the toilet, it will often come out the other side without having dissolved at all. (Photo courtesy Central Contra Costa Sanitation District)



Uploaded: Mon, Nov 18, 2019, 8:47 pm

With new deal, Palo Alto banks on recycled water for drought protection

City Council approves 76-year agreement with Mountain View and Valley Water for a new salt-removal plant

by [Gennady Sheyner](#) / Palo Alto Weekly

Seeking to fortify the city against future droughts, the Palo Alto City Council endorsed on Monday a long-term agreement with Santa Clara Valley Water District and Mountain View to build a salt-removal plant in the Baylands and then transfer the treated wastewater south.

Under the 76-year deal, Valley Water would have 13 years to build the \$20-million plant, toward which it would contribute \$16 million. Until the plant is built, the district would pay \$200,000 annually to the partner agencies in the Regional Water Quality Control Plant: Palo Alto, Mountain View, Stanford University, Los Altos, Los Altos Hills and the East Palo Alto Sanitary District.

After the plant is up and running, the city would be obligated to sell about half of the treated effluent to Valley Water for use south of Mountain View. The water district expects to further purify this water, making it potable, and then inject it directly into its treated water system.

The council, which had previously expressed support for the agreement, voted 6-0, with Vice Mayor Adrian Fine absent, to seal the deal, which will also allow Palo Alto to tap into Valley Water's water supply for the first time. Today, the city is one of about two dozen Peninsula municipalities that rely on the San Francisco Public Utilities Commission for its potable water, which comes from the Tuolumne River in Yosemite. Under the deal, Palo Alto and Mountain View will each have the option of notifying Valley Water that they need additional water. The water district would then present an offer and, provided the cities agree, Valley Water will have 10 years to deliver it.

Phil Bobel, assistant director of Public Works, cited the environmental benefits of signing the agreement and proceeding with the plan to build the plant, which include reducing the countywide reliance on imported water and reducing the amount of water from the Tuolumne River that is used for irrigation.

"We'd be substituting it and using the water we produce locally as enhanced non-potable water that would reduce the irrigation use of Tuolumne River water, saving it," Bobel said.

It would also improve the quality of the treated wastewater, lowering the salt content and allaying concerns about the impact of wastewater on redwood trees and other sensitive species, Bobel said.

Today, the city dumps about 95% of its treated wastewater into the Bay. The remainder is used for irrigation and toilet flushing in Palo Alto and Mountain View. By reducing the salt content in this water, the plant will allow the city to expand usage of treated wastewater and allow 60 commercial customers in Mountain View to connect to the system.

Councilman Tom DuBois, who sits on the Joint Water Recycling Committee, touted the agreement as a good deal for the city, which will receive \$16 million in investment from another agency as well as increased protection from future droughts.

"We get some water robustness through this water supply," DuBois said. "More recycled water is good for the region in general."

Others agreed and praised staff from all of the involved agencies for reaching a deal after more than a year of negotiations. Councilwoman Alison Cormack called the deal an Important "first step" to prepare for a future where the city may have water shortages. Some residents, she noted, have raised concerns about the length of the contract -- a concern that she said was legitimate. Yet she also touted the benefit of having an alternative supply source thanks to the new purchase option that Palo Alto and Mountain View would be receiving.

Councilman Greg Tanaka was more skeptical, but after listing all the costs and benefits that the city would incur as a result of this deal, he threw his support behind the deal. He was particularly pleased by the fact that the city would have full ownership of the plant, despite Valley Water's significant funding contribution.

For Valley Water, the small salt-removing plant is just an early step in a more ambitious plan to expand usage of recycled water. The district has a goal of developing enough water reuse project to supply about 10% of the county's water needs by 2025.

Not everyone was convinced that the city is getting a good deal. Resident Dave Warner cited the rising value of local wastewater and argued that the city should negotiate a better deal with Valley Water.

"We shouldn't think of this as wastewater," resident Dave Warner said. "Remarkably, our effluent is a precious local source of sustainable, drought-resistant water. It's being snapped up all over the state. That's why Valley Water is trying to tie us up, giving them the option of our effluent."

AVOID PIPE CLOGS!

KEEP FATS, OILS, & GREASE (FOG) OUT OF YOUR DRAINS!

COOL IT.
LET OIL & GREASE COOL DOWN

CAN IT.
PUT INTO EMPTY CAN

TRASH IT.
PLACE IN YOUR GARBAGE

FOG (Fats, Oils, and Grease) in your household drains can create blockages that turn a great holiday into a hot mess.

Avoid sloppy, costly backups into your home and overflows that can enter local waterways, harming wildlife and the environment. NEVER put fats, oils, or grease down your drains or into storm drains, which flow untreated to our creeks and San Francisco Bay. Bring your used cooking oil to the Republic Services Customer Service Center at 42600 Boyce Road in Fremont for FREE disposal Monday through Friday, 8 AM to 5 PM. Pour used cooking oil into the receptacle and dispose of your empty jug in the provided container.

USD Union Sanitary District

For more information, call Union Sanitary District at (510) 477-7500, visit www.StopFOG.com or call Republic Services at (925) 657-3500.