



**UNION SANITARY DISTRICT BOARD MEETING/  
UNION SANITARY DISTRICT FINANCING AUTHORITY  
AGENDA**

**Monday, July 27, 2020  
Regular Meeting - 4:00 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*

**CORONAVIRUS (COVID-19) ADVISORY NOTICE**

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County March 31, 2020 Updated Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, the Monday, July 27, 2020, Regular Board Meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting. **To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by following the steps listed below to listen to the Board Meeting, and may provide public comment by sending comments to the Board Clerk by email at [assistanttogm@unionsanitary.ca.gov](mailto:assistanttogm@unionsanitary.ca.gov) or via voicemail by calling 510-477-7599 before 3:00 p.m. on the date of the meeting.** Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Board President's discretion. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received after the agenda item is heard but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

Any member of the public who needs accommodations should email or call the Board Clerk who will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the Union Sanitary District procedure for resolving reasonable accommodation requests.

To listen to this Regular Board Meeting:

Call: 1-888-788-0099 or 1-877-853-5247

Meeting ID: 838 6819 7298 #

Participant ID: #

Click the Zoom link below to watch and listen:

<https://us02web.zoom.us/j/83868197298>

	1.	Call to Order.
	2.	<del>Salute to the Flag.</del> (This item has been suspended due to the COVID-19 pandemic.)
	3.	Roll Call.
Motion	4.	Approve Minutes of the Union Sanitary District Board Meeting of July 13, 2020.
Motion	5.	Approve Minutes of the Union Sanitary District Special Board Meeting of July 20, 2020.
Motion	6.	June 2020 Monthly Operations Report <i>(to be reviewed by the Budget &amp; Finance and Legal/Community Affairs Committees)</i> .
	7.	Written Communications.
	8.	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	9.	Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Jacobs Engineering Group Inc. for the Pump Stations Chemical System Improvements Project <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	10.	Authorize the General Manager to Execute Task Order No. 2 with Woodard & Curran, Inc. for the Irvington Basin Sewer Master Plan Update <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	11.	Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Woodard & Curran, Inc. for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	12.	Consider Creating an Enhanced Treatment and Site Upgrade (ETSU) Program Ad Hoc Committee and Appointing Two Boardmembers to the Committee.
Direction	13.	Discuss Union City's Potential Ballot Measure to Authorize a Utility Users Tax.
Direction	14.	Consider Directing Staff to Prepare an Electronic Signature Policy.
Information	15.	Legislative Update on State and National Issues of Interest to the Board <i>(to be reviewed by the Legislative Committee)</i> .
Information	16.	Solar and Cogeneration Facilities Operational Update <i>(to be reviewed by the Budget &amp; Finance Committee)</i> .

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|-------------|-----|---|
| Information | 17. | Agreement with Woodard & Curran, Inc. for Flow Model and Capacity Analysis Professional Services <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .  |
| Information | 18. | Boardmember Expenses, Fourth Quarter FY20 <i>(to be reviewed by the Budget &amp; Finance Committee)</i> .   |
| Information | 19. | Cal-Card 4 <sup>th</sup> Quarter Activity Report <i>(to be reviewed by the Budget &amp; Finance Committee)</i> .  |
| Information | 20. | COVID-19 Update.  |
| Information | 21. | Check Register.   |
| Information | 22. | <p>Committee Meeting Reports. <i>(No Board action is taken at Committee meetings):</i></p> <ul style="list-style-type: none"> <li>a. Legislative Committee – Wednesday, July 22, 2020, at 1:30 p.m. <ul style="list-style-type: none"> <li>• Director Lathi and Director Fernandez</li> </ul> </li> <li>b. Legal/Community Affairs Committee – Thursday, July 23, 2020, at 1:00 p.m. <ul style="list-style-type: none"> <li>• Director Toy and Director Fernandez</li> </ul> </li> <li>c. Budget &amp; Finance Committee – Friday, July 24, 2020, at 10:00 a.m. <ul style="list-style-type: none"> <li>• Director Kite and Director Toy</li> </ul> </li> <li>d. Engineering and Information Technology Committee – Friday, July 24, 2020, at 11:00 a.m. <ul style="list-style-type: none"> <li>• Director Lathi and Director Handley</li> </ul> </li> <li>e. Personnel Committee – will not meet.</li> <li>f. Audit Committee – will not meet.</li> </ul> |
| Information | 23. | General Manager's Report. <i>(Information on recent issues of interest to the Board)</i> .  |
|             | 24. | <p>Other Business:</p> <ul style="list-style-type: none"> <li>a. Comments and questions. <i>Directors can share information relating to District business and are welcome to request information from staff.</i></li> <li>b. Scheduling matters for future consideration.</li> </ul>  |
|             | 25. | Adjournment – The Board will adjourn to the next Regular Board Meeting to be held virtually on Monday, August 10, 2020, at 4:00 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.



## LEGISLATIVE COMMITTEE MEETING

Committee Members: Director Lathi and Director Fernandez

### Directors

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

### AGENDA

**Wednesday, July 22, 2020**

**1:30 P.M.**

**Alvarado Conference Room**

**5072 Benson Road**

**Union City, CA 94587**

### Officers

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County May 18, 2020 Updated Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call.

To maximize public safety while still maintaining public access, members of the public can observe the meeting by calling 510-477-6190 to listen to the committee meeting, and may provide public comment by sending comments to the Board Clerk by email at [assistanttogm@unionsanitary.ca.gov](mailto:assistanttogm@unionsanitary.ca.gov) or via voicemail by calling 510-477-7599 up to one hour before the scheduled meeting start time.

1. Call to Order

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2. Roll Call

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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.

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4. Items to be reviewed for the Regular Board meeting of July 27, 2020:

- Legislative Update on State and National Issues of Interest to the Board
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5. Adjournment

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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.
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## LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING

Committee Members: Director Toy and Director Fernandez

### Directors

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

### AGENDA

**Thursday, July 23, 2020**

**1:00 P.M.**

**Alvarado Conference Room**

**5072 Benson Road**

**Union City, CA 94587**

### Officers

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County May 18, 2020 Updated Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call.

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1. Call to Order
2. Roll Call
3. Public Comment  
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4. Items to be reviewed for the Regular Board meeting of July 27, 2020:
  - June 202 Monthly Operations Report – Odor and Work Group Reports
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.

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**BUDGET & FINANCE COMMITTEE MEETING**  
Committee Members: Director Kite and Director Toy

**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**AGENDA**  
**Friday, July 24, 2020**  
**10:00 A.M.**

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

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

Karen W. Murphy  
*Attorney*

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County May 18, 2020 Updated Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call.

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1. Call to Order

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2. Roll Call

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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.

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4. Items to be reviewed for the Regular Board meeting of July 27, 2020:
  - June 2020 Monthly Operations Report – Financial Reports
  - Solar and Cogeneration Facilities Operational Update
  - Boardmember Expenses, Fourth Quarter FY20
  - Cal-Card 4<sup>th</sup> Quarter Activity Report

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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.
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**ENGINEERING AND INFORMATION TECHNOLOGY  
COMMITTEE MEETING**

Committee Members: Director Lathi and Director Handley

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**AGENDA  
Friday, July 24, 2020  
11:00 A.M.**

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

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County May 18, 2020 Updated Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call. To maximize public safety while still maintaining public access, members of the public can observe the meeting by calling 510-477-6190 to listen to the committee meeting, and may provide public comment by sending comments to the Board Clerk by email at [assistanttogm@unionsanitary.ca.gov](mailto:assistanttogm@unionsanitary.ca.gov) or via voicemail by calling 510-477-7599 up to one hour before the scheduled meeting start time.

1. Call to Order

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2. Roll Call

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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.

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4. Items to be reviewed for the Regular Board meeting of July 27, 2020:
  - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Jacobs Engineering Group Inc. for the Pump Stations Chemical System Improvements Project
  - Authorize the General Manager to Execute Task Order No. 2 with Woodard & Curran, Inc. for the Irvington Basin Masterplan Update
  - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Woodard & Curran, Inc. for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project
  - Agreement with Woodard & Curran, Inc. for Flow Model and Capacity Analysis Professional Services

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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.
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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 MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING  
AUTHORITY  
July 13, 2020**

**Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County March 16, 2020 Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, the Monday, July 13, 2020, Regular Board Meeting was not physically open to the public and all Board Members teleconferenced into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public were able to listen to the Board Meeting, and provide public comment by sending comments to the Board Clerk.**

**CALL TO ORDER**

President Handley called the meeting to order at 4:00 p.m. The regular meeting time was modified due to the COVID-19 emergency.

**SALUTE TO THE FLAG**

**ROLL CALL**

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

STAFF: Paul Eldredge, General Manager/District Engineer  
Karen Murphy, District Counsel  
Mark Carlson, Business Services Manager/CFO  
Armando Lopez, Treatment and Disposal Services Manager  
Sami Ghossain, Technical Services Manager  
James Schofield, Collection Services Manager  
Robert Simonich, Fabrication Construction and Maintenance Manager  
Laurie Brenner, Business Services Coach  
Rollie Arbolante, Customer Service Team Coach  
Michael Dunning, Environmental Compliance Team Coach  
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager  
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF  
JUNE 22, 2020**

It was moved by Director Fernandez, seconded by Secretary Lathi, to Approve the Minutes of the Board Meeting of June 22, 2020. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy  
NOES: None  
ABSTAIN: None  
ABSENT: None

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD  
MEETING OF JUNE 23, 2020**

It was moved by Secretary Lathi, seconded by Director Toy, to Approve the Minutes of the Special Board Meeting of June 23, 2020. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy  
NOES: None  
ABSTAIN: None  
ABSENT: None

**WRITTEN COMMUNICATIONS**

There were no written communications.

**PUBLIC COMMENT**

There was no public comment.

**AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO TASK  
ORDER NO. 1 WITH HAZEN AND SAWYER FOR THE ENHANCED TREATMENT AND  
SITE UPGRADE PHASE 1A PROJECT**

This item was reviewed by the Engineering and Information Technology Committee. Enhanced Treatment and Site Upgrade Program Manager Pipkin stated the ETSU Program Report was approved by the Board August 26, 2019. The Report described a subset of projects, which included a new blower building, intermediate primary effluent lift station, and new aeration basins (Aeration Basins 8 through 12) to be included in Phase 2 of the ETSU Program. Phase 2 will not be required for 15 – 20 years depending upon several factors. However, the trend of increased solids loadings to the plant have moved the projection of the likely need of Aeration Basin 8 to 2028. Task Order No. 1 with Hazen and Sawyer included a scope item to evaluate the feasibility and benefits of constructing Aeration Basin 8 in Phase 1 of the ETSU Program. Hazen's recommendation to include construction of Aeration Basin 8 during Phase 1 of the ETSU Program was based upon the findings from their evaluation which have been outlined in the Board meeting packet. The purpose of this task order is to incorporate Aeration Basin 8 into the 30% design for Phase 1 of the ETSU Program. Staff is requesting an increase to the 30% design submittal to better analyze the overall proposed change in scope to the Program and include this scope in a more detailed and accurate cost estimate for the overall Phase 1 Program. Staff anticipates returning to the Board after completion of the Phase 1 Program 30% design to report on the program level design process. If the findings continue to support the inclusion of Aeration Basin 8 into the 100% design, staff will bring forward a contract amendment for the 100% design of Aeration Basin 8 for the Board's consideration. Staff recommended the Board authorize the General Manager to execute Amendment No. 1 to Task Order No. 1 with Hazen and Sawyer in the amount of \$98,335 for the Enhanced Treatment and Site Upgrade Phase 1A Project.

It was moved by Secretary Lathi, seconded by Vice President Kite, to Authorize the General Manager to Execute Amendment No. 1 to Task Order No. 1 with Hazen and Sawyer for the Enhanced Treatment and Site Upgrade Phase 1A Project. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy  
NOES: None  
ABSTAIN: None  
ABSENT: None

**CONSIDER TWO RESOLUTIONS TO ACCEPT TWO SANITARY SEWER EASEMENTS FOR TRACT 8239 – MONTECITO, LOCATED AT 37350 SEQUOIA ROAD, IN THE CITY OF FREMONT**

This item was reviewed by the Legal/Community Affairs Committee. Customer Service Team Coach Arbolante stated Pulte Home Company, LLC will construct a residential development consisting of 54 townhomes in eleven buildings for Tract 8239, located at the southeast corner of Sequoia Road and Paseo Padre Parkway in the City of Fremont. Sanitary sewer service to the residential development will be provided by new sewer mains in the development's roadways and in adjacent parcels 2 and 3 of Parcel Map (PM) 10674 that discharge to an existing sewer in Sequoia Road. The roadways of the development do not meet the City of Fremont's street dimensions and structure setback requirements for public streets and were designated as private. Pulte Home Company, LLC, has constructed the new sewer mains and granted the District a sanitary sewer easement that provides for access and maintenance of the new sewer mains within Tract 8239. SCS Sequoia Winchester Realty, LLC, has granted the District a sanitary sewer easement that provides for access and maintenance of the new sewer mains in parcels 2 and 3 of PM 10674. Staff recommended the Board consider two resolutions to accept two sanitary sewer easements for Tract 8239 – Montecito, located at 37350 Sequoia Road, in the City of Fremont.

It was moved by Director Fernandez, seconded by Director Kite, to Adopt Resolution No. 2898 to Accept a Sanitary Sewer Easement from Pulte Home Company, LLC for Tract 8239 – Montecito, Located at 37350 Sequoia Road, in the City of Fremont, California, and Resolution No. 2899 to Accept a Sanitary Sewer Easement from SCS Sequoia Winchester Realty, LLC, for Tract 8239 – Montecito, Located at 37350 Sequoia Road in the City of Fremont, California. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy  
NOES: None  
ABSTAIN: None  
ABSENT: None

**AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CAPACITY CHARGE PAYMENT AGREEMENT FOR 3909 THORNTON AVENUE IN THE CITY OF FREMONT**

This item was reviewed by the Legal/Community Affairs Committee. Customer Service Team Coach Arbolante stated an owner of Dino's Family Restaurant, located at 36930 Fremont Boulevard in the City of Fremont, submitted plans to USD for establishing a similar type restaurant located around the corner at 3909 Thornton Avenue. The Thornton parcel is owned by Lagorio Ranch Inc., and the Frank A. Sanchez and Lynn M. Sanchez 2009 Revocable Trust. The new restaurant will occupy an existing building that was previously used as an automobile dealership. The conversion to a restaurant would be a change in use under the District's Capacity Fee Ordinance No. 35.22 and would result in an additional capacity charge of \$147,788.82. Mr. Sinodino, part-owner of Dino's

Family Restaurant, requested the ability to pay the capacity charge in smaller installments through a payment plan. Staff considered the request and determined, considering the current COVID-19 pandemic and its impact on the economy, this would be a reasonable request. Staff worked with legal counsel to draft a capacity charge payment agreement that would allow the additional capacity charge to be paid over a period of two years via eight quarterly payments totaling \$147,788.82. The capacity fee agreement stipulates that failure to pay under the contract will allow the District to place the remaining balance due on the next property tax rolls. The agreement will be recorded on the property to act as a lien if unpaid. Staff recommended the Board authorize the General Manager to execute the capacity charge payment agreement.

It was moved by Director Toy, seconded by Vice President Kite, to Authorize the General Manager to Execute a Capacity Fee Agreement Between the District and Lagorio Ranch, Inc. and Lynn Sanchez, Trustee of the Frank A. Sanchez and Lynn M. Sanchez 2009 Revocable Trust for 3909 Thornton Avenue in the City of Fremont. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy  
NOES: None  
ABSTAIN: None  
ABSENT: None

**AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR THE CLEAN WATER PROGRAM ACTIVITIES AND ENFORCEMENT PROCEDURES WITH THE CITY OF FREMONT**

This item was reviewed by the Legal/Community Affairs Committee. Environmental Compliance Coach Dunning stated the Federal Clean Water Act's 1987 amendment requires stormwater discharges from municipal storm drain systems be regulated under a nationwide surface water permit program called the National Pollutant Discharge Elimination System (NPDES). The San Francisco Bay Regional Water Quality Control Board's (RWQCB) 1986 amendment to its Water Quality Control plan also requires all cities in Alameda County have the same NPDES permit coverage. It is each municipality's responsibility to conduct the activities identified in the Stormwater Management Plan. In 1992, the City of Fremont City Council approved a contractual services agreement and a Memorandum of Agreement with USD to perform inspections of industrial and commercial businesses in Fremont in order to reduce or eliminate the discharge of pollutants to the Municipal storm drain system. The agreement was expanded and renewed several times since, a summary was included in the Board meeting packet. In 2015, a new 5-year contract was executed with an option to extend the term for an additional 5 years with an option to extend it 5 additional years. If the City of Fremont and USD agree in 2025 to the subsequent 5-year extension, a new agreement would be executed. Staff recommended the Board authorize the General Manager to execute Amendment No. 1 to the Agreement for the Clean Water Program Activities and Enforcement Procedures with the City of Fremont.

It was moved by Vice President Kite, seconded by Director Toy, to Authorize the General Manager to Execute Amendment No. 1 to the Agreement for the Clean Water Program Activities and Enforcement Procedures with the City of Fremont. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None  
ABSTAIN: None  
ABSENT: None

**AUTHORIZE THE GENERAL MANAGER TO EXECUTE A TEMPORARY SEWER SIPHON AGREEMENT WITH LENNAR HOMES OF CALIFORNIA FOR THE GATEWAY STATION WEST, BRIDGEWAY DEVELOPMENT IN THE CITY OF NEWARK**

This item was reviewed by the Legal/Community Affairs Committee. Customer Service Team Coach Arbolante stated the Gateway Station West, Bridgeway development has been under construction by Lennar Homes of California and is located west of Hickory Street in the City of Newark. The development is located immediately adjacent to the District's existing twin force mains. The William Lyon Homes Twin Force Main Relocation Project is expected to relocate the District's existing force mains in the development area. The force main relocation project was split into two phases. Phase 1 construction was performed in 2018 and Phase 2 is expected to be completed before the end of the year. To accommodate continued development of Lennar's Bridgeway project and allow completed homes to be occupied, District staff negotiated a temporary siphon agreement for allow Lennar to construct a temporary sewer siphon under the existing force mains until Phase 2 construction is completed. The temporary siphon will then be replaced with a permanent gravity sewer main connection. The agreement allows Lennar to construct the siphon and be responsible for all maintenance costs for the siphon until the permanent gravity connection is constructed. Staff recommended the Board authorize the General Manager to execute the temporary Sewer Siphon Agreement in the form included in the Board meeting packet subject to minor revisions by the General Manager in consultation with General Counsel.

It was moved by Director Fernandez, seconded by Secretary Lathi, to Authorize the General Manager to Execute a Temporary Sewer Siphon Agreement Between the District and Lennar Homes of California for the Gateway Station West, Bridgeway Development in the City of Newark. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy  
NOES: None  
ABSTAIN: None  
ABSENT: None

**BOARD DIRECTION REGARDING GENERAL MANAGER'S CHECK-IN BOARD WORKSHOP**

General Manager Eldredge stated the General Manager's Check-in has been held between May and July in previous years. The Check-in has been used to provide the Board with an update on initiatives ongoing at the District and for the Board to provide feedback and direction on said initiatives. The Check-in is held in advance of the General Manager's annual performance evaluation which is typically scheduled for September or October. Staff requested the Board provide direction regarding the General Manager's Check-in.

The Board agreed by consensus to direct the General Manager to decide the best way to present information typically included in the General Manager's Check-in.



General Manager Eldredge stated staff will schedule a Check-in with the Board in mid to late August.

### **INFORMATION ITEMS:**

#### **Legislative Update on Regional Issues of Interest to the Board**

General Manager Eldredge provided an overview of the legislative update included in the Board meeting packet.

#### **Report on the East Bay Dischargers Authority Meeting of June 18, 2020**

President Handley provided an overview of the EBDA meeting minutes included in the Board meeting packet.

#### **COVID-19 Update**

General Manager Eldredge provided an update regarding COVID-19 impacts on District operations and associated coordination efforts.

#### **Check Register**

Staff responded to Boardmember questions regarding the check register.

### **COMMITTEE MEETING REPORTS:**

The Legal/Community Affairs and Budget & Finance Committees met. The Engineering and Information Technology Committee meeting was canceled due to lack of a quorum and staff conducted briefings with each of the Committee members.

### **GENERAL MANAGER'S REPORT:**

General Manager Eldredge stated the following:

- Staff will present an item at the next regular Board meeting regarding potential use of electronic signatures at the District.
- The force main relocation in Newark will begin soon. The District has requested to be a signatory to a licensing agreement between the developers and FMC, the private property owner. Staff will execute the agreement and will provide an update to the Board at a later date.
- District staff have been working with the State Water Resource Control Board and the Regional Water Quality Control Board regarding the District's Emergency Outfall Permit for Old Alameda Creek. District staff recently received and began review of an administrative draft permit for the Permit. Once a final draft is available, staff will present a summary to the Board prior to the State Board's consideration in October.

### **OTHER BUSINESS:**

Director Toy stated she attended the Alameda County Special District's Association joint meeting with the Contra Costa Special District's Association. The joint meeting included a presentation from BART Director Deborah Allan regarding reduced revenues due to COVID and Senator Steve Glazer who spoke about COVID impacts at the state level.

Director Kite inquired about the status of the District's rebranding initiative. General Manager Eldredge stated the initiative had been placed on hold due to COVID.

**ADJOURNMENT:**

The meeting was adjourned at 5:02 p.m. to a Board Workshop at 4:00 p.m. on Monday, July 20, 2020.

SUBMITTED:

ATTEST:

\_\_\_\_\_  
REGINA McEVOY  
BOARD CLERK

\_\_\_\_\_  
ANJALI LATHI  
SECRETARY

APPROVED:

\_\_\_\_\_  
TOM HANDLEY  
PRESIDENT

Adopted this 27<sup>th</sup> day of July 2020

**MINUTES OF THE SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT  
July 20, 2020**

**Consistent with Executive Order No. N-25-20 and N-29-20 from the Executive Department of the State of California and the Alameda County Public Health Department's Updated March 31, 2020 Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, the District's July 20, 2020, Special Meeting was not physically open to the public. In order to maximize public safety while still maintaining transparency, members of the public were able to attend the meeting telephonically and electronically.**

**CALL TO ORDER**

President Handley called the special meeting to order at 4:00 p.m.

**ROLL CALL**

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

STAFF: Paul Eldredge, General Manager/District Engineer  
Michelle Powell, Communications and Intergovernmental Relations Coordinator  
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

**PUBLIC COMMENT**

There was no public comment.

**BOARD WORKSHOP**

General Manager Eldredge presented a draft of the District's Fall 2020 newsletter and received feedback from the Board.

**ADJOURNMENT:**

The special meeting was adjourned at approximately 4:40 p.m. to the next Regular Meeting in the Boardroom on Monday, July 27, 2020, at 4:00 p.m.

SUBMITTED:

ATTEST:

\_\_\_\_\_  
REGINA McEVOY  
BOARD CLERK

\_\_\_\_\_  
ANJALI LATHI  
SECRETARY

APPROVED:

\_\_\_\_\_  
TOM HANDLEY  
PRESIDENT

Adopted this 27<sup>th</sup> day of July, 2020



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**JUNE 22, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 6**

**TITLE:** Monthly Operations Report for June 2020 (*This is an Information Item*)

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

**Recommendation**

Information only.

**Previous Board Action**

None

**Background**

Attached are Monthly Operations Reports for June 2020. Staff is available to answer questions regarding information contained in the report.

**Work Group Managers**

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

**ODOR COMPLAINTS:**

During the month of June 2020, there were no odor complaints received by the District.

**SAFETY:**

- Following changing guidance for COVID-19 from the CDC, State and County Health Department as it becomes available and sharing the information with employees.
- Employee in a companion vehicle (small truck) caused a minor accident(rear-end) with minor damage, and no injuries.
- Emailed employees to inform them that the biennial Safety Survey is being postponed due to our current work environment. New date for the survey will be evaluated later.

**STAFFING & PERSONNEL:****Completed Recruitments:**

- Chief Financial Officer – (replacement for Pamela Arends-King – resignation effective 6/9/17) Mark Carlson DOH 6/22/2020

**Recruitments Opened:**

- PO III Trainee – Limited Term – new position. Final candidate in background process.

**Continuing Recruitments:**

- Civil Engineering (ETSU) Intern – Summer of part-time for school year only, casual/no benefits (on hold due to COVID-19).

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

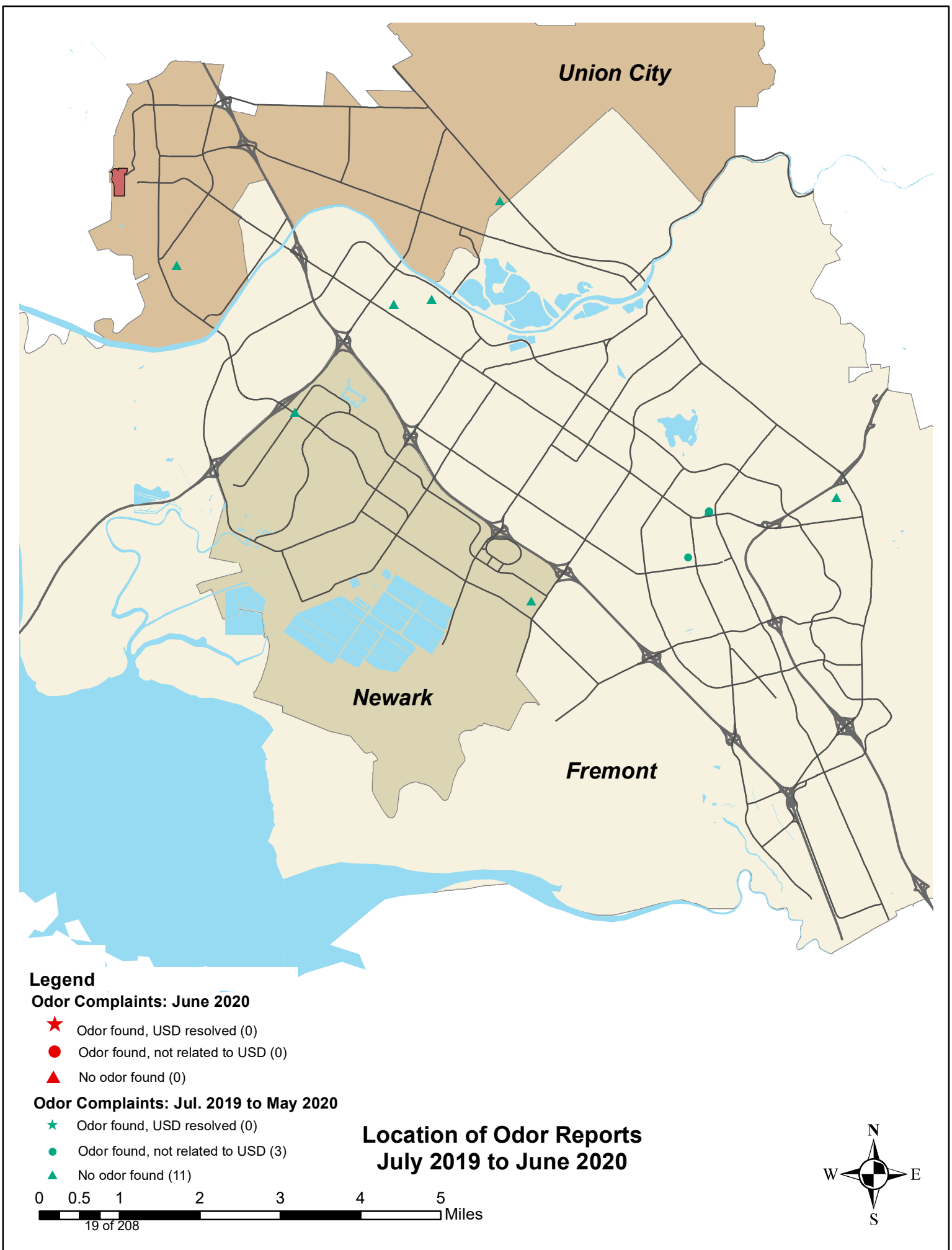
- Attended the East Bay Dischargers Authority (EBDA) JPA Commission Meeting
- Attended the EBDA Manager's Advisory Committee Meeting
- Conducted the Merit Based Compensation Board Workshop
- Coordinated District response to COVID-19 Pandemic

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



## **ODOR REPORT June 2020**

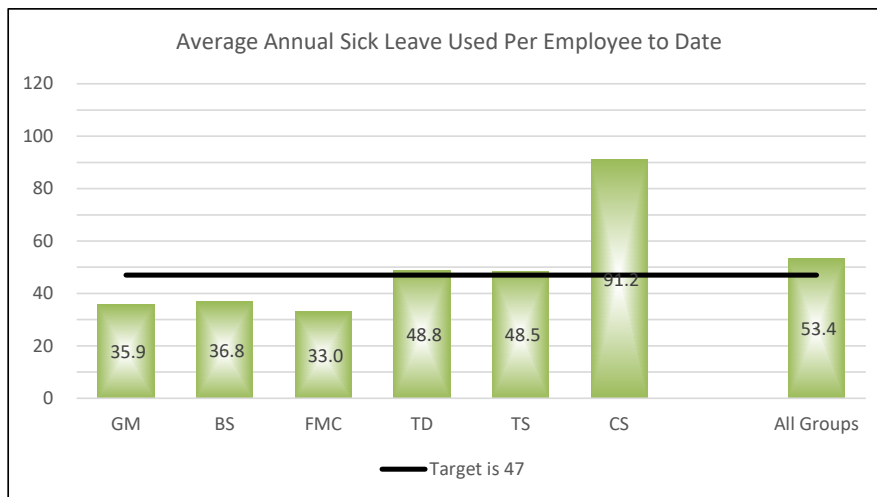
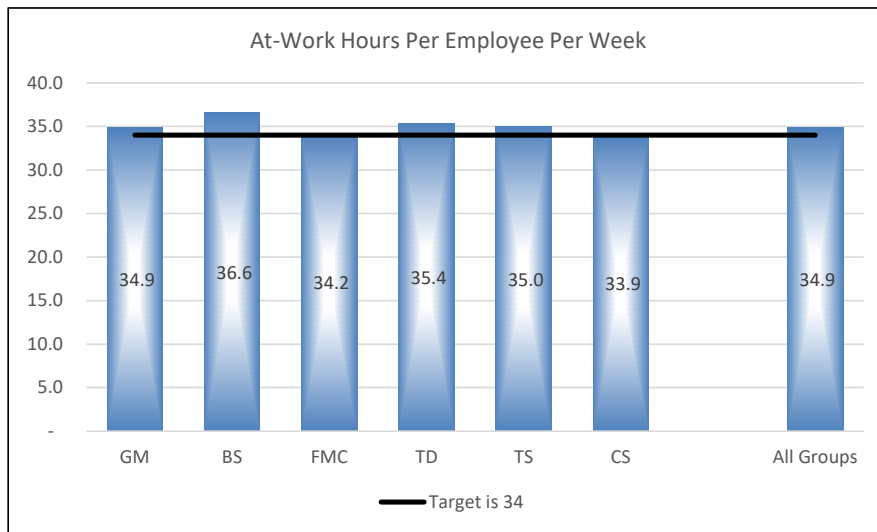
During the recording period from June 01, 2020 through June 30, 2020, there were no odor related service requests received by the District.



## HOURS WORKED AND LEAVE TIME BY WORK GROUP

June 27, 2019 through June 24, 2020

Weeks to Date: 52 out of 52 (100%)



### NOTES

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

An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of 34.9 hours

per week over the course of a year; with 20 vacation days, 34.2 hours per week.



# **HOURS WORKED AND LEAVE TIME BY WORK GROUP**

**June 27, 2019 through June 24, 2020**

**Weeks to Date: 52 out of 52 (100%)**

Group	Average Number of Employees	AT-WORK HOURS		At-Work Hours Per Employee Per Week	LEAVE HOURS					Average Annual Sick Leave Used Per Employee To Date	FY19		
		Regular (1)	Overtime (2)		Discretionary (3)	Short Term Disability	Workers Comp	Sick (4)	FFCRA Paid Leave (5)		Average Number of Employees	At-Work Hours Per Week Per Employee	Annual Sick Leave Used
GM	2	3,590.25	26.58	34.9	473.25	24.80	-	71.70	-	35.9	2	34.8	38.5
BS	17	31,785.01	468.92	36.6	3,548.71	-	-	626.28	-	36.8	16	35.5	41.1
FMC	28	49,243.30	406.74	34.2	6,857.72	247.39	8.00	901.02	24.00	33.0	28	34.5	39.3
TD	27	49,070.08	444.75	35.4	5,611.81	117.97	-	1,081.24	237.15	48.8	26	35.4	35.2
TS	33	59,582.21	328.83	35.0	6,426.60	196.26	-	1,411.68	189.36	48.5	32	34.6	46.2
CS	31	52,099.60	2,386.83	33.9	7,158.58	554.08	1,400.00	2,165.66	661.84	91.2	30	36.1	59.3
<b>All Groups</b>	<b>138</b>	<b>245,370.45</b>	<b>4,062.65</b>	<b>34.9</b>	<b>30,076.67</b>	<b>1,140.50</b>	<b>1,408.00</b>	<b>6,257.58</b>	<b>1,112.35</b>	<b>53.4</b>	<b>134</b>	<b>35.1</b>	<b>50.5</b>

## **SICK LEAVE INCENTIVE PROGRAM TARGETS**

**≥34**

**≤47**

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

## **NOTES**

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

*(2) Overtime hours includes call outs.*

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

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

**(5) Families First Coronavirus Response Act (FFCRA) - Emergency Paid Sick Leave (EPSL) and Paid Expanded Family Medical Leave Act (Paid EFMLA)**

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

with 20 vacation days, **34.2** hours per week.

# BUDGET AND FINANCE REPORT

FY 2020

Year-to-date as of 6/30/2020

100% of year elapsed

## Revenues

	Budget	Preliminary Actual	% of Budget Rec'd	Audited Last Year Actuals 6/30/19
Capacity Fees	\$ 13,567,000	\$ 14,179,464	105%	\$ 16,158,027
Sewer Service Charges	60,099,000	57,260,030	95%	57,330,651
Operating (Includes work groups and fund 85)	1,283,500	1,169,481	91%	1,321,729
Interest	1,350,000	3,178,106	235%	2,657,357
Misc. (Annex fees, forfeited deposits)	512,000	25,673	5%	866,298
Subtotal Revenues	<u>\$ 76,811,500</u>	<u>75,812,754</u>	<u>99%</u>	<u>\$ 78,334,062</u>
Bond Proceeds	-	73,609,860	0.0%	-
<b>Total Revenues + Bond Proceeds</b>	<b>\$ 76,811,500</b>	<b>\$ 149,422,614</b>	<b>195%</b>	<b>\$ 78,334,062</b>

## Expenses

	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Program:				
Capacity Proj.	\$ 7,600,500	\$ 6,630,350	87%	\$ 1,973,416
Renewal & Repl. Proj.	11,782,000	4,368,305	37%	4,620,499
Operating (includes fund 85)	42,555,365	39,923,527	94%	40,313,960
Special Projects	4,354,600	1,249,410	29%	913,255
Retiree Medical (ADC)	1,375,000	1,392,371	101%	369,961
Vehicle & Equipment	153,050	42,258	28%	725,877
Information Systems	857,700	465,523	54%	690,885
Plant & Pump Stat. R&R	250,000	244,669	98%	321,343
Emerg. Fund	-	-	0%	-
Cty Fee for SSC Admin.	109,000	109,988	101%	108,344
Debt Servicing:				
SRF Loans	3,902,080	39,670,259	1017%	3,862,731
<b>Total Expenses</b>	<u><b>\$ 72,939,295</b></u>	<u><b>\$ 94,096,660</b></u>	<u><b>129%</b></u>	<u><b>\$ 53,900,272</b></u>
<b>Total Revenue &amp; Proceeds less Expenses</b>	<b>\$ 3,872,205</b>	<b>\$ 55,325,954</b>		<b>24,433,790</b>

## Operating (Work Group) Expenses

	Budget	Preliminary Actual	% of Budget Used	Audited Last Year Actuals
Board of Directors	\$ 179,176	\$ 134,873	75%	\$ 145,194
General Manager/Admin.	1,066,367	889,813	83%	875,354
Business Services	4,342,141	3,561,371	82%	3,667,607
Collection Services	7,316,485	6,996,512	96%	7,350,328
Technical Services	6,639,720	6,446,693	97%	6,886,241
Treatment & Disposal Services	13,263,507	12,636,368	95%	11,901,128
Fabrication, Maint. & Construction	8,837,463	8,551,289	97%	8,898,853
Non-Departmental	910,506	706,608	78%	589,255
Total	<u>\$ 42,555,365</u>	<u>\$ 39,923,527</u>	<u>94%</u>	<u>\$ 40,313,960</u>

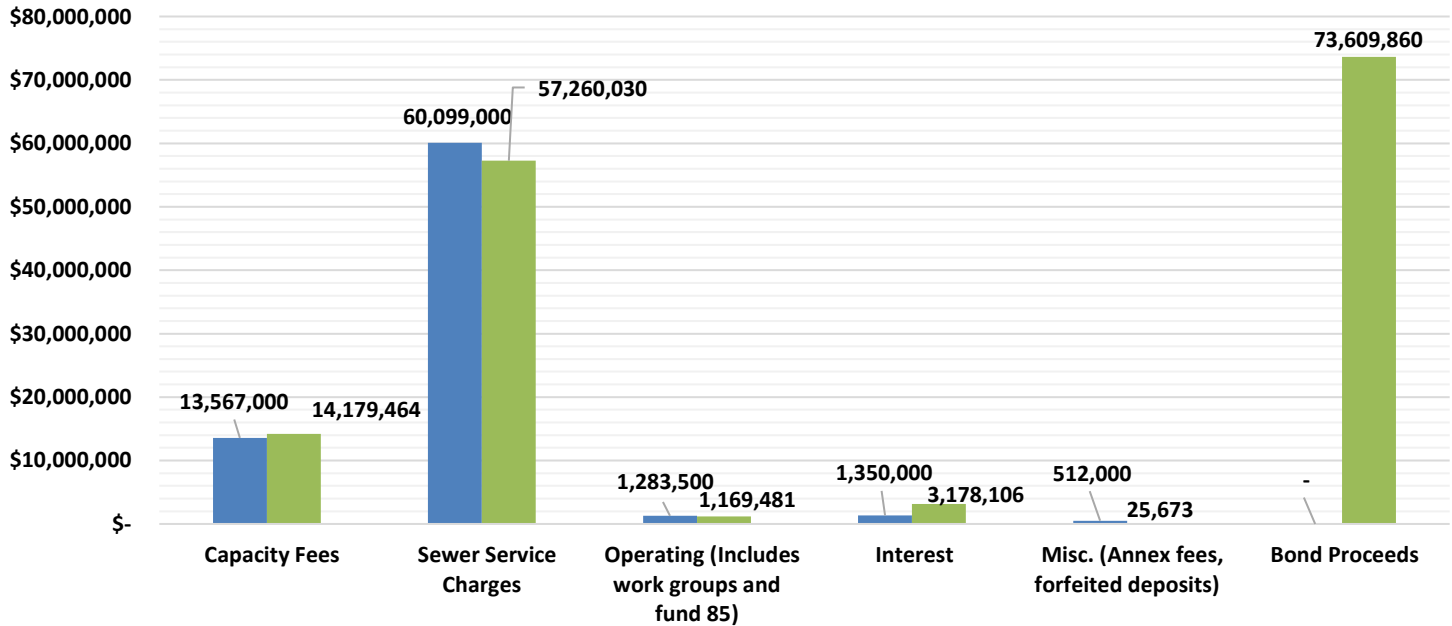
## Operating (Work Group) Expenses by Type

	Budget	Actual	% of Budget Used	Last Year Actuals
Personnel (incl D&E)	\$ 29,145,057	\$ 27,524,005	94%	\$ 28,941,712
Repairs & Maintenance	2,256,500	2,388,026	106%	2,331,549
Supplies & Matls (chemicals, small tools)	3,400,048	3,051,814	90%	2,728,181
Outside Services (utilities, biosolids, legal)	7,523,760	6,737,202	90%	6,233,756
Fixed Assets	230,000	222,480	97%	78,762
Total	<u>\$ 42,555,365</u>	<u>\$ 39,923,527</u>	<u>94%</u>	<u>\$ 40,313,960</u>

**REVENUES AND EXPENSES REPORT**  
as of 6/30/20

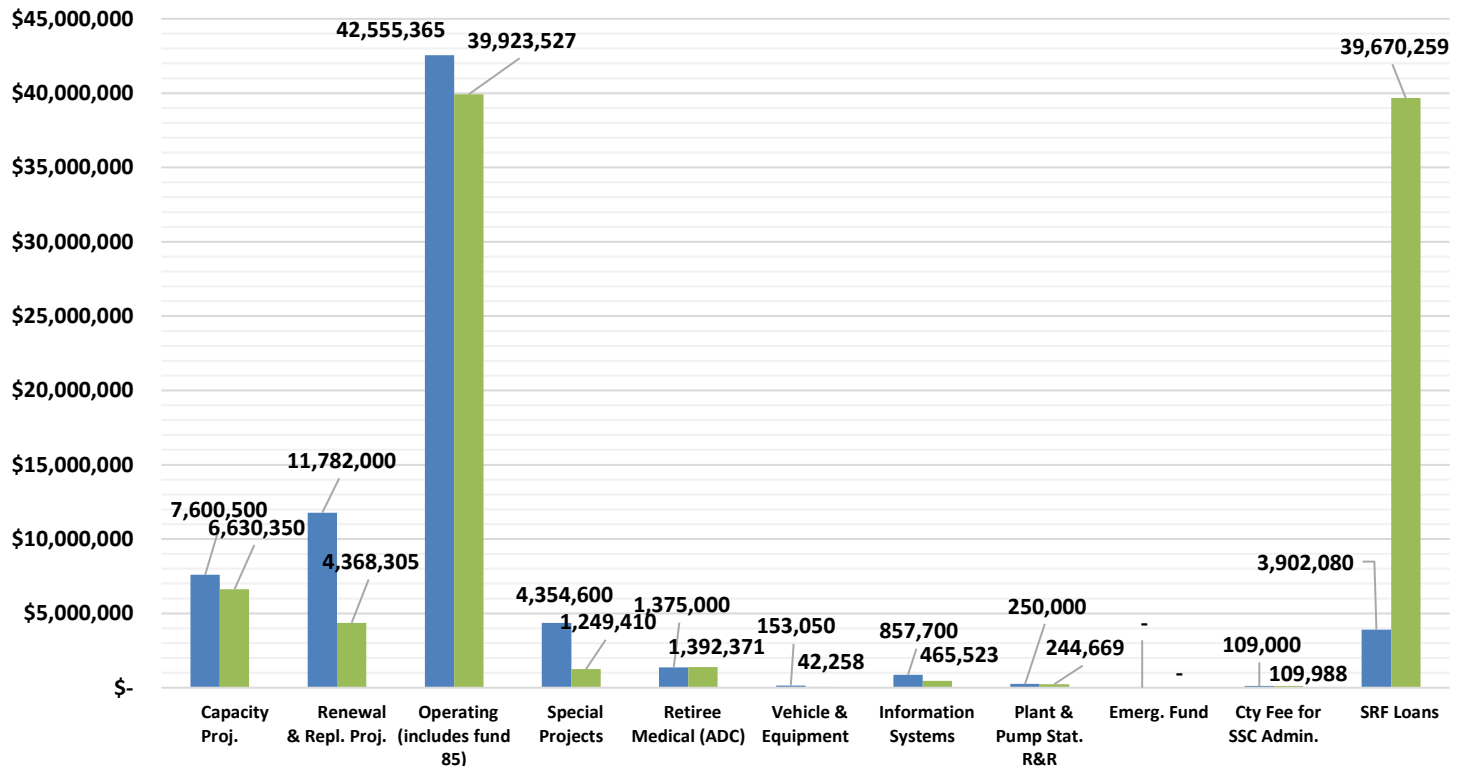
## Total Revenues

■ Budget ■ Actual



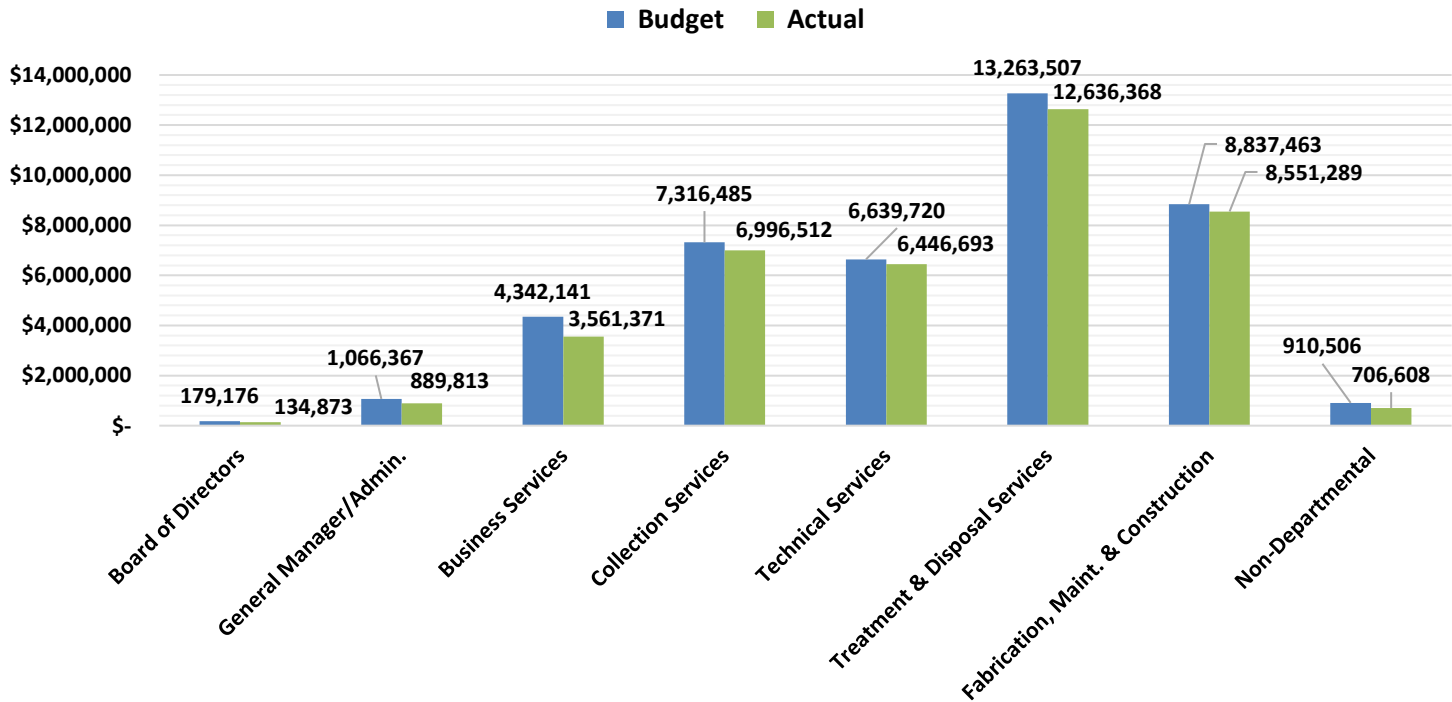
## Total Expenses

■ Budget ■ Actual

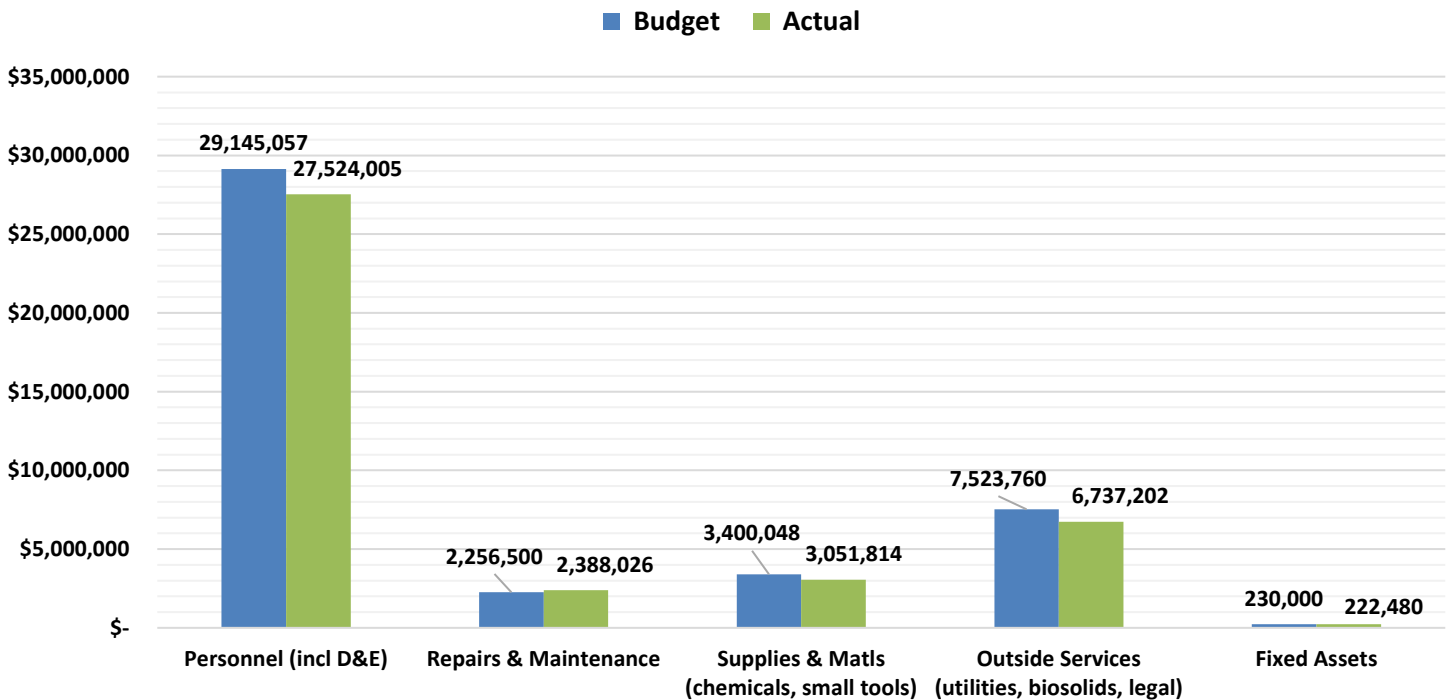


**REVENUES AND EXPENSES REPORT**  
as of 6/30/20

## Operating Expenses by Work Group

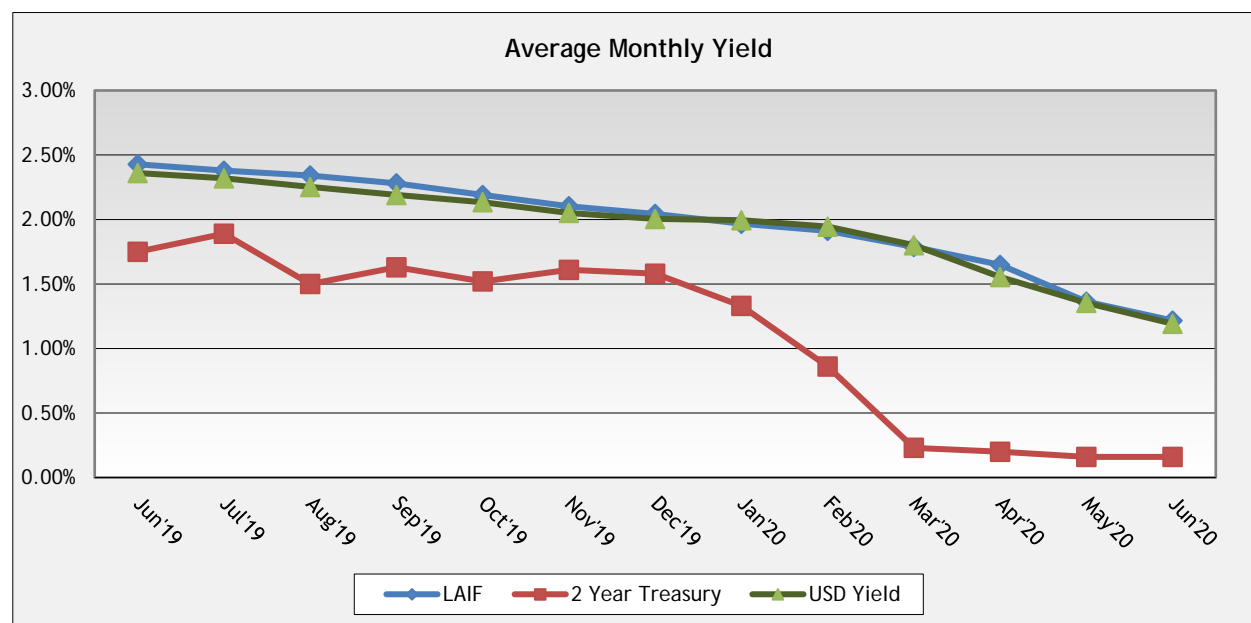


## Operating Expenses by Type



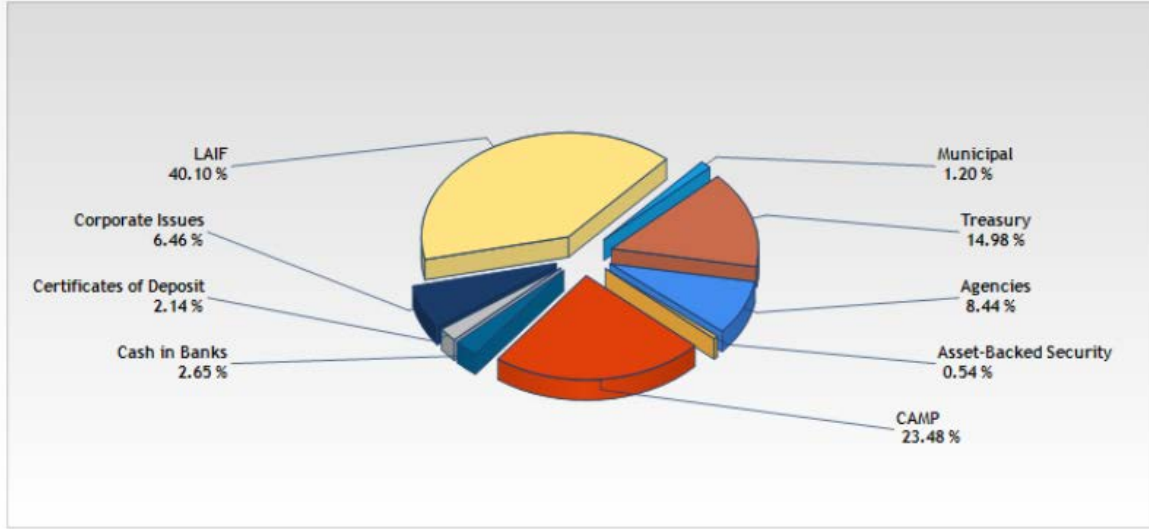
**Business Services Group  
June 2020**

**Performance Measures for the USD Investment Portfolio**

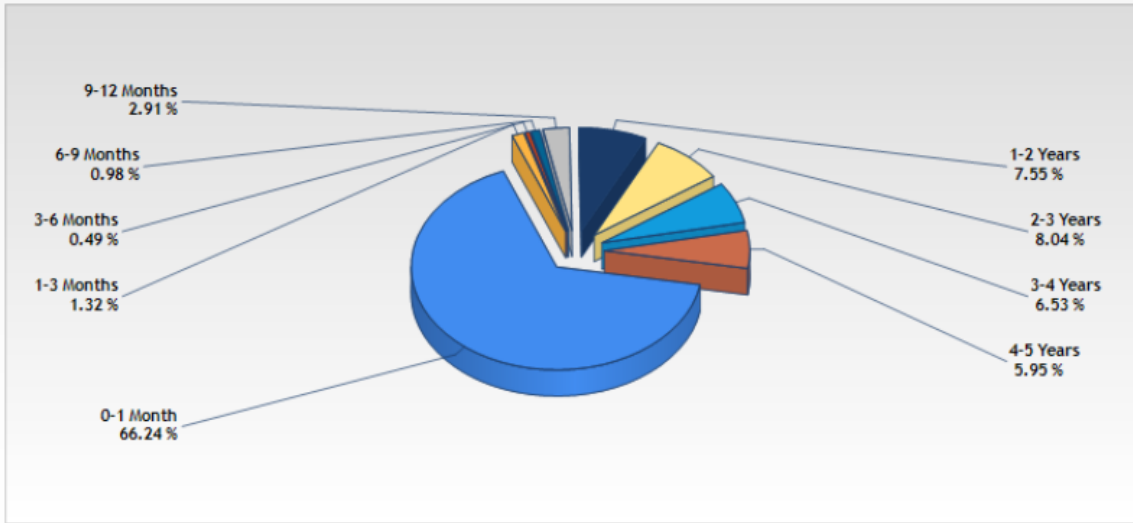


	Feb'20	Mar'20	Apr'20	May'20	Jun'20
<b>LAIF</b>	1.91%	1.79%	1.65%	1.36%	1.22%
<b>2 Year Treasury</b>	0.86%	0.23%	0.20%	0.16%	0.16%
<b>USD Yield</b>	1.95%	1.80%	1.55%	1.35%	1.19%

Portfolio Holdings Distribution by Asset Class



Portfolio Holdings Distribution by Maturity Range



Maturity Range	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
0-1 Month	110,052,927.14	0.918	110,052,927.14	1	66.24	110,052,927.14	110,052,927.14	0.00
1-3 Months	2,000,000.00	2.500	2,191,145.28	55	1.32	2,012,680.00	2,006,739.10	0.15
3-6 Months	803,000.00	1.604	808,521.32	134	0.49	809,173.95	805,139.81	0.37
6-9 Months	1,625,000.00	1.683	1,633,886.72	215	0.98	1,643,216.25	1,629,144.57	0.58
9-12 Months	4,854,000.00	1.462	4,840,585.44	331	2.91	4,889,070.80	4,846,606.62	0.90
1-2 Years	12,478,000.00	1.696	12,541,626.85	598	7.55	12,800,501.64	12,527,682.08	1.62
2-3 Years	13,470,000.00	1.816	13,355,091.57	983	8.04	13,928,350.87	13,404,263.64	2.64
3-4 Years	10,935,000.00	2.137	10,846,362.13	1,290	6.53	11,584,074.05	10,883,847.30	3.42
4-5 Years	9,824,000.00	1.178	9,879,015.02	1,685	5.95	10,108,042.01	9,871,745.30	4.49
<b>TOTAL / AVERAGE</b>	<b>166,041,927.14</b>	<b>1.192</b>	<b>166,149,161.47</b>	<b>322</b>	<b>100</b>	<b>167,828,036.71</b>	<b>166,028,095.56</b>	<b>0.86</b>

Union Sanitary District  
 Portfolio Holdings  
 Board Report - Holdings  
 Report Format: By Transaction  
 Group By: Asset Class  
 Average By: Cost Value  
 Portfolio / Report Group: All Portfolios  
 As of 6/30/2020

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
<b>Agencies</b>											
FFCB 0.23 6/9/2022	3133ELH64	S&P-AA+	6/9/2020	1,635,000.00	1,631,730.00	0.230	1,633,708.35	0.330		6/9/2022	0.98
FFCB 1.15 4/9/2025-20	3133ELWC4	S&P-AA+	4/14/2020	1,620,000.00	1,620,000.00	1.150	1,621,684.80	1.150	10/9/2020	4/9/2025	0.98
FHLB 0.5 4/14/2025	3130AJHU6	None	4/16/2020	560,000.00	557,222.40	0.500	560,918.40	0.601		4/14/2025	0.34
FHLB 1.375 2/17/2023	3130AJ7E3	None	2/21/2020	775,000.00	773,574.00	1.375	797,800.50	1.438		2/17/2023	0.47
FHLB 2 10/26/2021-19	3130AB3D6	None	4/26/2017	1,000,000.00	1,000,000.00	2.000	1,023,120.00	2.000		10/26/2021	0.60
FHLMC 0.25 6/26/2023	3137EAES4	None	6/26/2020	780,000.00	777,722.40	0.250	778,783.20	0.348		6/26/2023	0.47
FHLMC 0.375 5/5/2023	3137EAER6	S&P-AA	5/29/2020	495,000.00	495,688.05	0.375	496,287.00	0.327		5/5/2023	0.30
FHLMC 1.1 4/28/2025-20	3134GVNJ3	Moody's-Aaa	4/28/2020	1,009,000.00	1,010,261.25	1.100	1,010,967.55	1.074	10/28/2020	4/28/2025	0.61
FHLMC 1.5 2/12/2025	3137EAEP0	None	2/14/2020	1,035,000.00	1,034,203.05	1.500	1,084,483.35	1.516		2/12/2025	0.62
FNMA 0.25 5/22/2023	3135G04Q3	None	5/22/2020	865,000.00	862,396.35	0.250	864,091.75	0.351		5/22/2023	0.52
FNMA 0.5 6/17/2025	3135G04Z3	None	6/19/2020	865,000.00	863,209.45	0.500	865,328.70	0.542		6/17/2025	0.52
FNMA 0.625 4/22/2025	3135G03U5	None	4/24/2020	875,000.00	873,197.50	0.625	882,087.50	0.667		4/22/2025	0.53
FNMA 0.625 4/22/2025	3135G03U5	None	4/28/2020	125,000.00	124,763.75	0.625	126,012.50	0.664		4/22/2025	0.08
FNMA 1.625 1/7/2025	3135G0X24	S&P-AA+	3/5/2020	395,000.00	409,690.05	1.625	416,144.35	0.839		1/7/2025	0.25
FNMA 1.625 10/15/2024	3135G0W66	Fitch-AAA	11/25/2019	1,000,000.00	997,860.00	1.625	1,050,750.00	1.671		10/15/2024	0.60
FNMA 1.875 4/5/2022	3135G0T45	S&P-AA+	3/16/2020	970,000.00	993,619.50	1.875	998,624.70	0.678		4/5/2022	0.60
<b>Sub Total / Average Agencies</b>				<b>14,004,000.00</b>	<b>14,025,137.75</b>	<b>1.001</b>	<b>14,210,792.65</b>	<b>0.931</b>			<b>8.44</b>
<b>Asset-Backed Security</b>											
Carmax Auto Owner Trust 1.89 12/16/2024	14315XAC2	S&P-AAA	1/22/2020	185,000.00	184,963.70	1.890	190,337.21	1.895		12/16/2024	0.11
Honda Auto Receivables 2020-1 1.61 4/22/2024-23	43813RAC1	None	2/26/2020	305,000.00	304,940.22	1.610	312,391.89	1.615	5/21/2023	4/22/2024	0.18
	89232HAC9	None	2/12/2020	415,000.00	414,970.04	1.660	424,984.61	1.662		5/15/2024	0.25

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Toyota Auto Receivables 2020-A A3 1.66 5/15/2024											
<b>Sub Total / Average Asset-Backed Security</b>				<b>905,000.00</b>	<b>904,873.96</b>	<b>1.690</b>	<b>927,713.71</b>	<b>1.694</b>			<b>0.54</b>
<b>CAMP</b>											
CAMP LGIP	LGIP4000	None	5/31/2011	39,014,074.22	39,014,074.22	0.510	39,014,074.22	0.510	N/A	N/A	23.48
<b>Sub Total / Average CAMP</b>				<b>39,014,074.22</b>	<b>39,014,074.22</b>	<b>0.510</b>	<b>39,014,074.22</b>	<b>0.510</b>			<b>23.48</b>
<b>Cash in Banks</b>											
Union Bank Cash	LGIPUNIONBANK	None	12/31/2016	4,408,622.72	4,408,622.72	0.010	4,408,622.72	0.010	N/A	N/A	2.65
<b>Sub Total / Average Cash in Banks</b>				<b>4,408,622.72</b>	<b>4,408,622.72</b>	<b>0.010</b>	<b>4,408,622.72</b>	<b>0.010</b>			<b>2.65</b>
<b>Certificates of Deposit</b>											
American Expr Centurion 2.45 4/5/2022	02587DN38	None	4/5/2017	247,000.00	247,000.00	2.450	256,394.37	2.450		4/5/2022	0.15
Belmont Savings Bank 2.15 3/22/2022	080515BV0	None	3/20/2017	248,000.00	248,000.00	2.150	255,794.27	2.150		3/22/2022	0.15
BMW Bank 2.15 3/10/2022	05580AGR9	None	3/10/2017	247,000.00	247,000.00	2.150	254,628.57	2.150		3/10/2022	0.15
Capital One Bank 1.5 10/26/2020	140420L99	None	10/26/2016	248,000.00	248,000.00	1.500	248,964.00	1.500		10/26/2020	0.15
Credit Agricole CIB NY 2.83 4/2/2021	22535CDU2	None	4/4/2019	575,000.00	575,000.00	2.830	585,585.40	2.830		4/2/2021	0.35
Discover Bank 2.25 12/29/2021	254672Y36	None	12/29/2016	247,000.00	247,000.00	2.250	254,035.65	2.250		12/29/2021	0.15
DNB Nor Bank ASA 2.04 12/2/2022	23341VZT1	NR	12/6/2019	430,000.00	430,000.00	2.040	448,903.32	2.040		12/2/2022	0.26
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	None	5/31/2017	249,000.00	249,000.00	1.850	251,974.90	1.850		5/28/2021	0.15
Societe Generale NY 1.8 2/14/2022	83369XDL9	None	2/19/2020	570,000.00	570,000.00	1.800	583,363.02	1.800		2/14/2022	0.34
State Bank of India 2.25 1/26/2022	8562846A7	None	1/26/2017	247,000.00	247,000.00	2.250	254,500.23	2.250		1/26/2022	0.15
Synchrony Bank 2.3 2/24/2022	87165ELT2	None	2/28/2017	247,000.00	247,000.00	2.300	254,967.18	2.300		2/24/2022	0.15
<b>Sub Total / Average Certificates of Deposit</b>				<b>3,555,000.00</b>	<b>3,555,000.00</b>	<b>2.169</b>	<b>3,649,110.91</b>	<b>2.169</b>			<b>2.14</b>



Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
<b>Corporate Issues</b>											
Amazon.com Inc. 2.4 2/22/2023	023135AW6	Fitch-A+	4/15/2019	675,000.00	668,499.75	2.400	709,209.00	2.664		2/22/2023	0.40
American Express Credit 2.7 3/3/2022	0258M0EG0	Moody's-A2	5/15/2017	1,000,000.00	1,013,279.67	2.700	1,035,370.00	2.406		3/3/2022	0.61
American Honda Finance 1.95 5/10/2023	02665WDH1	None	1/10/2020	415,000.00	414,846.45	1.950	427,155.35	1.962		5/10/2023	0.25
Apple Inc 0.75 5/11/2023	037833DV9	S&P-AA+	5/11/2020	325,000.00	324,116.00	0.750	328,425.50	0.842		5/11/2023	0.20
Bank of America Corp 4.1 7/24/2023	06053FAA7	Fitch-A	3/22/2019	500,000.00	520,405.00	4.100	549,060.00	3.087		7/24/2023	0.31
BB&T Corporation 3.05 6/20/2022-22	05531FBG7	Fitch-A+	3/22/2019	525,000.00	525,714.00	3.050	548,761.50	3.006	5/20/2022	6/20/2022	0.32
Chevron Corp 2.1 5/16/2021	166764BG4	Moody's-Aa2	5/10/2017	1,000,000.00	999,500.00	2.100	1,013,740.00	2.113		5/16/2021	0.60
Exxon Mobil Corporation 2.726 3/1/2023	30231GAR3	Moody's-Aaa	6/14/2019	985,000.00	1,001,400.25	2.726	1,036,249.55	2.256		3/1/2023	0.60
HSBC 4.875 8/24/2020	4042Q1AE7	Moody's-A1	5/17/2016	2,000,000.00	2,191,145.28	4.875	2,012,680.00	2.500		8/24/2020	1.32
JPMorgan Chase & Co 2.7 5/18/2023-23	46625HRL6	Fitch-A+	3/22/2019	525,000.00	517,970.25	2.700	553,360.50	3.045	3/18/2023	5/18/2023	0.31
Paccar Financial Corp 2.65 5/10/2022	69371RP83	None	5/10/2019	580,000.00	579,686.80	2.650	604,505.00	2.669		5/10/2022	0.35
State Street Corp 1.95 5/19/2021	857477AV5	Fitch-AA-	3/22/2019	530,000.00	520,566.00	1.950	537,605.50	2.805		5/19/2021	0.31
Toyota Motor Credit Corp 1.8 2/13/2025	89236TGT6	S&P-AA-	5/26/2020	180,000.00	181,758.60	1.800	186,575.40	1.584		2/13/2025	0.11
Toyota Motor Credit Corp 1.8 2/13/2025	89236TGT6	S&P-AA-	5/26/2020	250,000.00	252,442.50	1.800	259,132.50	1.584		2/13/2025	0.15
Wal-Mart Stores Inc 2.55 4/11/2023-23	931142DH3	S&P-AA	5/26/2020	965,000.00	1,015,701.10	2.550	1,018,065.35	0.701	1/11/2023	4/11/2023	0.61
<b>Sub Total / Average Corporate Issues</b>				<b>10,455,000.00</b>	<b>10,727,031.65</b>	<b>2.980</b>	<b>10,819,895.15</b>	<b>2.268</b>			<b>6.46</b>
<b>LAIF</b>											
LAIF LGIP	LGIP1002	None	4/30/2011	66,630,230.20	66,630,230.20	1.217	66,630,230.20	1.217	N/A	N/A	40.10
<b>Sub Total / Average LAIF</b>				<b>66,630,230.20</b>	<b>66,630,230.20</b>	<b>1.217</b>	<b>66,630,230.20</b>	<b>1.217</b>			<b>40.10</b>
<b>Municipal</b>											
City of Riverside CA 2.125 6/1/2021	769036BA1	S&P-AA-	6/1/2017	500,000.00	500,000.00	2.125	503,485.00	2.125		6/1/2021	0.30
	13063DAD0		4/27/2017	1,000,000.00	1,010,000.00	2.152	1,030,290.00	1.938		4/1/2022	0.61

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
State of California 2.152 4/1/2022		Moody's-Aa3									
Victor Valley College General Obligation Bond 2.35	92603PER9	Moody's-Aa2	12/28/2016	500,000.00	490,150.00	2.350	504,275.00	2.811		8/1/2021	0.30
<b>Sub Total / Average Municipal</b>				<b>2,000,000.00</b>	<b>2,000,150.00</b>	<b>2.194</b>	<b>2,038,050.00</b>	<b>2.199</b>			<b>1.20</b>
<b>Treasury</b>											
T-Bill 0 6/17/2021	9127963H0	S&P-A1+	6/24/2020	2,000,000.00	1,996,519.44	0.000	1,996,680.00	0.178		6/17/2021	1.20
T-Note 1.25 7/31/2023	912828S92	Fitch-AAA	4/2/2019	1,035,000.00	990,365.62	1.250	1,069,082.55	2.302		7/31/2023	0.60
T-Note 1.375 6/30/2023	912828S35	Fitch-AAA	3/20/2019	2,000,000.00	1,914,609.38	1.375	2,071,560.00	2.431		6/30/2023	1.15
T-Note 1.375 9/30/2023	912828T26	Fitch-AAA	3/20/2019	2,000,000.00	1,909,531.25	1.375	2,077,260.00	2.436		9/30/2023	1.15
T-Note 1.5 3/31/2023	912828Q29	Fitch-AAA	3/20/2019	1,230,000.00	1,186,421.49	1.500	1,274,735.10	2.428		3/31/2023	0.71
T-Note 1.75 11/30/2021	912828U65	S&P-AA+	6/16/2020	975,000.00	996,975.59	1.750	996,752.25	0.199		11/30/2021	0.60
T-Note 1.75 7/15/2022	9128287C8	Fitch-AAA	7/31/2019	1,000,000.00	998,789.06	1.750	1,032,150.00	1.792		7/15/2022	0.60
T-Note 1.75 9/30/2022	912828L57	Fitch-AAA	3/20/2019	835,000.00	816,016.80	1.750	864,584.05	2.426		9/30/2022	0.49
T-Note 1.875 2/28/2022	912828W55	Fitch-AAA	4/2/2019	485,000.00	479,259.57	1.875	498,677.00	2.298		2/28/2022	0.29
T-Note 1.875 8/31/2024	912828U3	Fitch-AAA	9/3/2019	780,000.00	797,732.81	1.875	833,164.80	1.402		8/31/2024	0.48
T-Note 2 4/30/2024	912828X70	Fitch-AAA	6/7/2019	960,000.00	964,875.00	2.000	1,025,404.80	1.891		4/30/2024	0.58
T-Note 2 6/30/2024	912828XX3	Fitch-AAA	7/3/2019	500,000.00	505,156.25	2.000	535,330.00	1.783		6/30/2024	0.30
T-Note 2.125 1/31/2021	912828B58	Fitch-AAA	10/28/2019	1,625,000.00	1,633,886.72	2.125	1,643,216.25	1.683		1/31/2021	0.98
T-Note 2.125 11/30/2024	9128283J7	S&P-AA+	1/2/2020	500,000.00	511,152.34	2.125	541,230.00	1.650		11/30/2024	0.31
T-Note 2.125 12/31/2022	912828N30	Fitch-AAA	3/20/2019	1,170,000.00	1,157,340.24	2.125	1,226,990.70	2.426		12/31/2022	0.70
T-Note 2.125 2/29/2024	912828W48	Fitch-AAA	3/20/2019	2,000,000.00	1,970,625.00	2.125	2,140,320.00	2.442		2/29/2024	1.19
T-Note 2.125 3/31/2024	912828W71	S&P-AA+	3/2/2020	1,220,000.00	1,282,525.00	2.125	1,307,120.20	0.844		3/31/2024	0.77
T-Note 2.125 6/30/2022	912828XG0	Fitch-AAA	3/20/2019	710,000.00	703,454.69	2.125	737,732.60	2.418		6/30/2022	0.42
T-Note 2.125 7/31/2024	9128282N9	Fitch-AAA	8/29/2019	445,000.00	460,557.62	2.125	479,224.95	1.388		7/31/2024	0.28
T-Note 2.25 12/31/2023	912828V23	Fitch-AAA	3/20/2019	2,000,000.00	1,982,968.75	2.250	2,143,120.00	2.439		12/31/2023	1.19
T-Note 2.625 11/15/2020	912828PC8	Fitch-AAA	11/15/2019	418,000.00	422,065.70	2.625	421,753.64	1.640		11/15/2020	0.25
T-Note 2.75 11/30/2020	9128285Q9	Fitch-AAA	11/29/2019	137,000.00	138,455.62	2.750	138,456.31	1.677		11/30/2020	0.08
T-Note 2.75 8/15/2021	9128284W7	Fitch-AAA	10/28/2019	1,045,000.00	1,064,757.03	2.750	1,075,001.95	1.678		8/15/2021	0.64
<b>Sub Total / Average Treasury</b>				<b>25,070,000.00</b>	<b>24,884,040.97</b>	<b>1.761</b>	<b>26,129,547.15</b>	<b>1.845</b>			<b>14.98</b>
<b>Total / Average</b>				<b>166,041,927.14</b>	<b>166,149,161.47</b>	<b>1.231</b>	<b>167,828,036.71</b>	<b>1.192</b>			<b>100</b>

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

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Reviewer:

Approver:

Union Sanitary District  
Transactions Summary  
Board Report - Activity  
Group By: Action  
Portfolio / Report Group: All Portfolios  
Begin Date: 05/31/2020, End Date: 06/30/2020

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
<b>Buy</b>								
FFCB 0.23 6/9/2022	3133ELH64	1,635,000.00	1,631,730.00	0.00	0.230	0.330	6/9/2020	1,631,730.00
FHLMC 0.25 6/26/2023	3137EAES4	780,000.00	777,722.40	0.00	0.250	0.348	6/26/2020	777,722.40
FNMA 0.5 6/17/2025	3135G04Z3	865,000.00	863,209.45	0.00	0.500	0.542	6/19/2020	863,209.45
T-Bill 0 6/17/2021	9127963H0	2,000,000.00	1,996,519.44	0.00	0.000	0.178	6/24/2020	1,996,519.44
T-Note 1.75 11/30/2021	912828U65	975,000.00	996,975.59	745.90	1.750	0.199	6/16/2020	997,721.49
<b>Sub Total / Average Buy</b>		<b>6,255,000.00</b>	<b>6,266,156.88</b>	<b>745.90</b>				<b>6,266,902.78</b>
<b>Deposit</b>								
CAMP LGIP	LGIP4000	16,398.50	16,398.50	0.00	N/A	0.000	6/30/2020	16,398.50
Union Bank Cash	LGIPUNIONBANK	4,408,622.72	4,408,622.72	0.00	N/A	0.000	6/30/2020	4,408,622.72
<b>Sub Total / Average Deposit</b>		<b>4,425,021.22</b>	<b>4,425,021.22</b>	<b>0.00</b>				<b>4,425,021.22</b>
<b>Interest</b>								
BB&T Corporation 3.05 6/20/2022-22	05531FBG7	0.00	0.00	8,006.25	3.050	0.000	6/22/2020	8,006.25
CAMP LGIP	LGIP4000	0.00	0.00	16,398.50	N/A	0.000	6/30/2020	16,398.50
Carmax Auto Owner Trust 1.89 12/16/2024	14315XAC2	0.00	0.00	291.38	1.890	0.000	6/15/2020	291.38
City of Riverside CA 2.125 6/1/2021	769036BA1	0.00	0.00	5,312.50	2.125	0.000	6/1/2020	5,312.50
Discover Bank 2.25 12/29/2021	254672Y36	0.00	0.00	2,786.36	2.250	0.000	6/29/2020	2,786.36
DNB Nor Bank ASA 2.04 12/2/2022	23341VZT1	0.00	0.00	4,361.63	2.040	0.000	6/2/2020	4,361.63
Honda Auto Receivables 2020-1 1.61 4/22/2024-23	43813RAC1	0.00	0.00	409.21	1.610	0.000	6/22/2020	409.21
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	0.00	0.00	378.62	1.850	0.000	6/30/2020	378.62
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	0.00	0.00	391.24	1.850	0.000	6/1/2020	391.24
T-Note 1.375 6/30/2023	912828S35	0.00	0.00	13,750.00	1.375	0.000	6/30/2020	13,750.00
T-Note 2 6/30/2024	912828XX3	0.00	0.00	5,000.00	2.000	0.000	6/30/2020	5,000.00
T-Note 2.125 11/30/2024	9128283J7	0.00	0.00	5,312.50	2.125	0.000	6/1/2020	5,312.50

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
T-Note 2.125 12/31/2022	912828N30	0.00	0.00	12,431.25	2.125	0.000	6/30/2020	12,431.25
T-Note 2.125 6/30/2022	912828XG0	0.00	0.00	7,543.75	2.125	0.000	6/30/2020	7,543.75
T-Note 2.25 12/31/2023	912828V23	0.00	0.00	22,500.00	2.250	0.000	6/30/2020	22,500.00
T-Note 2.75 11/30/2020	9128285Q9	0.00	0.00	1,883.75	2.750	0.000	6/1/2020	1,883.75
Toyota Auto Receivables 2020-A A3 1.66 5/15/2024	89232HAC9	0.00	0.00	574.08	1.660	0.000	6/15/2020	574.08
<b>Sub Total / Average Interest</b>		<b>0.00</b>	<b>0.00</b>	<b>107,331.02</b>				<b>107,331.02</b>
<b>Matured</b>								
BNP Paribas 1.87 6/24/2020	09659BFQ8	1,000,000.00	1,000,000.00	0.00	1.870	0.000	6/24/2020	1,000,000.00
MUFG BANK LTD/NY 1.93 6/24/2020	62479LFQ3	1,000,000.00	1,000,000.00	0.00	1.930	0.000	6/24/2020	1,000,000.00
Natixis NY Branch 0 6/9/2020	63873JF96	1,635,000.00	1,635,000.00	0.00	0.000	0.000	6/9/2020	1,635,000.00
<b>Sub Total / Average Matured</b>		<b>3,635,000.00</b>	<b>3,635,000.00</b>	<b>0.00</b>				<b>3,635,000.00</b>
<b>Sell</b>								
FHLB 1.625 11/19/2021	3130AHJY0	980,000.00	999,874.40	1,194.38	1.625	0.000	6/16/2020	1,001,068.78
T-Note 1.25 7/31/2023	912828S92	755,000.00	779,301.56	3,811.30	1.250	0.000	6/26/2020	783,112.86
T-Note 2.125 1/31/2021	912828B58	850,000.00	860,259.77	6,947.12	2.125	0.000	6/19/2020	867,206.89
<b>Sub Total / Average Sell</b>		<b>2,585,000.00</b>	<b>2,639,435.73</b>	<b>11,952.80</b>				<b>2,651,388.53</b>
<b>Withdraw</b>								
LAIF LGIP	LGIP1002	3,000,000.00	3,000,000.00	0.00	N/A	0.000	6/11/2020	3,000,000.00
Union Bank Cash	LGIPUNIONBANK	5,634,518.52	5,634,518.52	0.00	N/A	0.000	6/29/2020	5,634,518.52
<b>Sub Total / Average Withdraw</b>		<b>8,634,518.52</b>	<b>8,634,518.52</b>	<b>0.00</b>				<b>8,634,518.52</b>

<p><b>MONTHLY OPERATIONS REPORT FOR THE MONTH JUNE 2020</b></p> <p><b>TECHNICAL SUPPORT WORK GROUP SUMMARY</b></p>
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**Capital Improvement Program**

**Alvarado Influent Pump Station Improvements Project** – Preparation and review of contractor's submittals were in progress. Construction activity was temporarily suspended during the shelter-in-place period pursuant to the Alameda County's health order.

**Alvarado Influent Valve Box Rehabilitation Project** – Control Box No. 1 cleaning work postponed due to the shelter-in-place period pursuant to the Alameda County's health order.

**Headworks Screens Replacement Project** – Contractor completed operational testing of new Mechanical Screen No. 3. Existing Mechanical Screen No. 1 was being demolished.

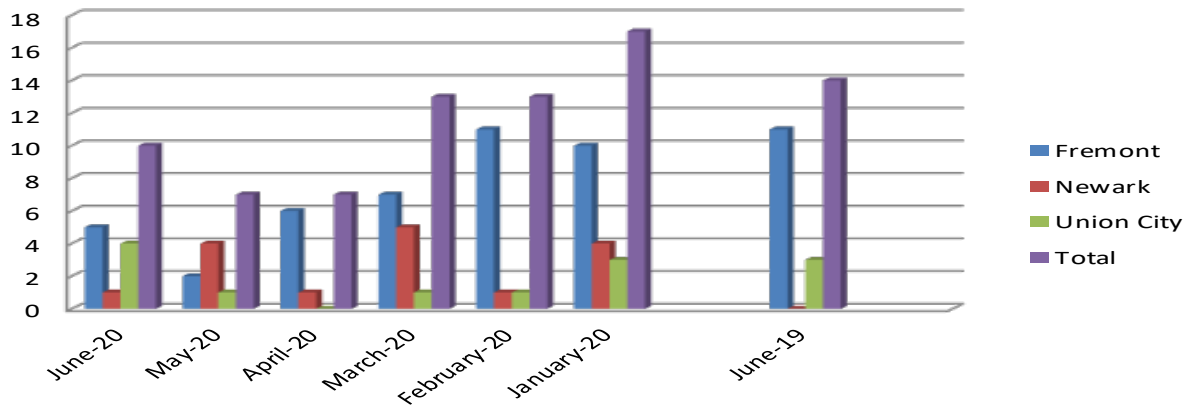
**Primary Digester No. 2 Rehabilitation Project** – Concrete and coatings work at Primary Clarifier No. 6 were in progress. Installation of the new foam insulation on the cover of Primary Digester No. 2 was in progress.

**Primary Digester No. 7 Project** – Formwork and rebar installation for Digester No. 7 ring footing was ongoing. Concrete placement for ring footing along with rebar installation for base slab will take place in July.

## Customer Service

Trouble Calls dispatched from the Front Desk during business hours:

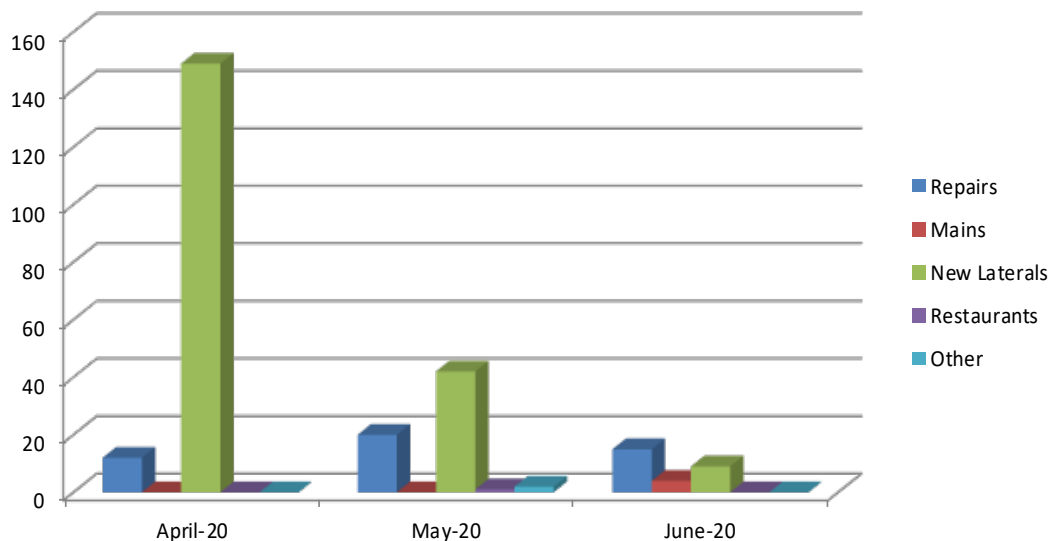
Month	Fremont	Newark	Union City	Total
June-20	5	1	4	10
May-20	2	4	1	7
April-20	6	1	0	7
March-20	7	5	1	13
February-20	11	1	1	13
January-20	10	4	3	17
June-19	11	0	3	14
6-Month Total				67



## Sewer Permits Issued

Month	Repairs	Mains	New Laterals	Restaurants	Other
June-20	15	4	9	0	0
May-20	20	0	42	1	2
April-20	12	0	149	0	0

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



## Communication

- Responded to late rate protest e-mails from customers.
- Social Media posts:
  - Wipes Clog Pipes – put all wipes in the trash, even flushables.
  - Consider oral flea meds for pets instead of topicals.
  - Lateral info video; link to video on website.
- USD provided input to vendor as they developed a press release regarding their work for the District.
- COVID response: Participated in Tri-City PIO and Regional PIO check-in conference calls to share updates.

## Environmental Compliance

### **Pollution Prevention/Stormwater Programs**

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

During the past month, the EC team conducted 133 Stormwater (Urban Runoff), and 109 FOG (restaurant) inspections. During this reporting period, Inspectors identified 10 Stormwater and 9 FOG enforcement actions. Zero (0) of the Stormwater enforcements resulted in administrative fines of \$100 for each violation. Zero (0) of the administrative fines were for illicit discharges.

### **Urban Runoff Inspections and Enforcements**

June 2020	No. of UR Inspections	VW	WL	NOV	AF	LA	NOD	Total Enforcements	No. of Illicit Discharge/s	
	133	10	0	0	0	0	0	10	% Enforcement	8%

### **FOG Inspections and Enforcements**

June 2020	No. of FOG Inspections	VW	WL	NOV	AF	LA	NOD	Total Enforcements	% Enforcement	
	109	7	2	0	0	0	0	9		

*Enforcements:*

*VW – Verbal Warning*

*WL – Warning Letter*

*NOV – Notices of Violation*

*AF – Administrative Fine*

*LA – Legal Action*

*NOD – Notice of Deficiency*

*AO – Administrative Order*

*C&D – Cease & Desist Order*

*SNC – Significant Non-Compliance*

### **Dental Inspections, School Outreach, and Plant Tours**

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

## Industrial Pretreatment

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

**Pending Permits**

<b>New Industrial/Groundwater Permits</b>	<b>Groundwater/Temporary</b>
N7K Neuralink	
Rigetti Computing	
Facebook Commissary	
Estuary LLC	
Sonova	
Membrane Technology Research	

**Permits Issued**

<b>Company Name</b>	<b>Date Permit Issued</b>
Alameda County Water District	6/25/2020 (Potable Water Discharge Permit)
Silicon Valley RODI Services	June 1, 2020

**Industrial Permit Closures**

<b>Company Name</b>	<b>Date of Closure</b>
None	

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

<b>Report Name</b>	<b>Date Report Completed and Submitted</b>
None	

**Enforcement Action**

<b>IU Name &amp; Nature of Business</b>	<b>Comments</b>	<b>City</b>	<b>Parameter Violated</b>	<b>Discharge concentration (mg/L)</b>	<b>USD/Fed Limit Violated(mg/L)</b>	<b>Enforcement</b>
None						

*(1) WL – Warning Letter**C&D – Cease and Desist Order**NOV – Notices of Violation**SNC – Significant Non-Compliance**AO – Administrative Order**EM – Enforcement Meeting***Other - Training, Special Meetings, Conferences, IAC (topics)**

<b>Activity</b>	<b>Date of Event</b>	<b>Attendees</b>
CWEA webinar: EC Inspector Toolbelt	June 17, 2020	Edda Marasigan, Alex Paredes



**Engineering/Construction**

No. of projects under construction: 5

	<b>Construction Projects</b>	<b>Capital (\$1000)</b>	<b>Scheduled Completion</b>	<b>Completed Scope</b>	<b>Completed Time</b>	<b>Comments for June 2020 Activities</b>
1.	Alvarado Influent Pump Station Improvements Project – Thomas	\$8,890	10/21	10%	33%	Submittals review in progress. Construction activity temporarily suspended during shelter-in-place period.
2.	Alvarado Influent Valve Box Rehabilitation Project – Kevin	\$402	09/20	10%	70%	Control Box No. 1 cleaning postponed during shelter-in-place period.
3.	Headworks Screens Replacement Project – Thomas	\$1,822	11/20	55%	67%	Operational testing of new Mechanical Screen No. 3 completed. Began demolition of Mechanical Screen No. 1.
4.	Primary Digester No. 2 Rehabilitation Project – Derek	\$3,058	10/20	45%	66%	Concrete and coatings work at Primary Clarifier No. 6 in progress. Foam insulation installation on the cover of Primary Digester No. 2 in progress.
5.	Primary Digester No. 7 Project – Curtis	\$23,355	12/21	24%	23%	Formwork and rebar installation for Digester No. 7 ring footing ongoing.

## **Design/Study**

No. of projects in design/study phase: **14**

	<b>Design/Study Projects</b>	<b>Capital (\$1000)</b>	<b>Scheduled Completion</b>	<b>Completed Scope</b>	<b>Completed Time</b>	<b>Comments for June 2020 Activities</b>
1.	Aeration Blower No. 11 Project - Derek	\$123	06/20	95%	100%	100% design documents in progress.
2.	Cast Iron Lining/Piping Project – Phase 8 – Andrew	In House	8/20	25%	50%	75% design submitted to staff for review.
3.	Cathodic Protection System Improvements Project - Thomas	\$87	07/20	80%	92%	90% design documents in progress.
4.	Centrifuge Building Improvements Project – Somporn	\$574	08/20	90%	98%	Review of 90% design documents in progress.
5.	Emergency Outfall Improvements Project – Andrew	\$398	08/20	97%	91%	Regional Water Quality Control Board certification letter and easement acquisition in progress.
6.	Force Main Condition Assessment – Andrew	\$121	10/20	60%	90%	Pipe testing planned to take place during Force Main Relocation Phase 2.
7.	Force Main Corrosion Repairs Project Phase 3 – Andrew	\$60	02/19	75%	85%	Project construction is pending the completion of Force Main relocation project.
8.	Gravity Sewer Rehabilitation / Replacement Project – Phase VII – Andrew	\$176	03/20	92%	95%	100% design submittal received. Construction is scheduled for 2021.
9.	Irvington Basin Masterplan Update - Andrew	\$50	06/20	100%	100%	Virtual meeting held on June 16 <sup>th</sup> to review results of the condition assessment. Final Condition Assessment Report received June 30 <sup>th</sup> .
10.	Odor Control Alternatives Study – Kevin	\$465	12/20	99%	100%	Report will be finalized after the pilot testing project is completed.
11.	Odor Control Pilot Study - Somporn	\$99	12/20	35%	50%	Purchase order issued to Daniel Company. Pilot technology trailer released for fabrication.
12.	Standby Power Generation System Upgrade Project – Kevin	\$2,281	01/21	75%	75%	Preparation of 90% design in progress. Pre-selection bid package issued for advertisement.

	<b>Design/Study Projects</b>	<b>Capital (\$1000)</b>	<b>Scheduled Completion</b>	<b>Completed Scope</b>	<b>Completed Time</b>	<b>Comments for June 2020 Activities</b>
13.	WAS Thickener Replacement Project – Derek	\$284	05/19	95%	100%	Preparation of the preliminary design report in progress. Preliminary design report workshop was held on June 8 <sup>th</sup> .
14.	Wet Weather Flow Management – Calcium Thiosulfate Chemical Feed System – Kevin/Blake	\$70	09/20	65%	65%	50% design workshop and District review completed. 90% design submittal in progress.

## COLLECTION SERVICES ACTIVITIES REPORT JUNE 2020

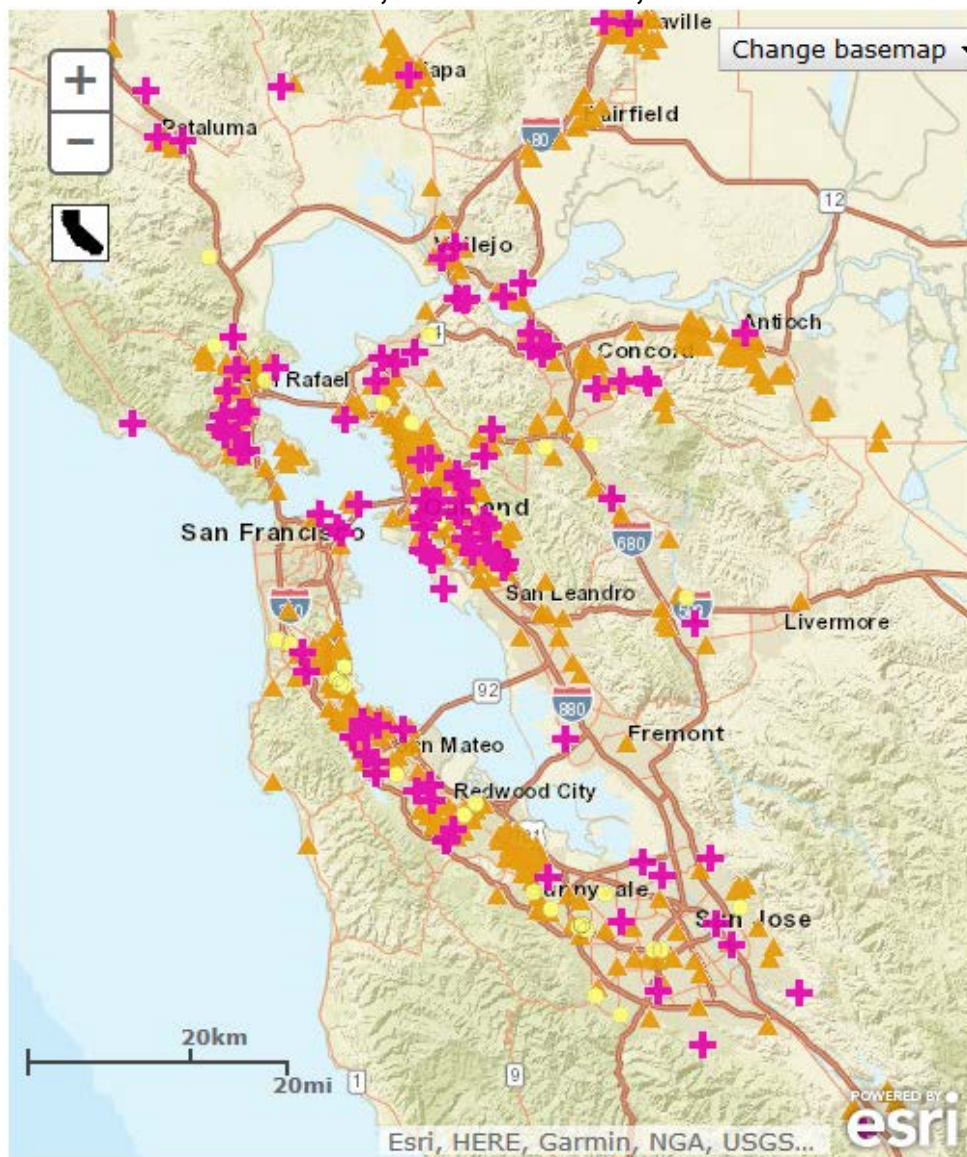
### Progress/Accomplishments

- No Spills in June.
- Completed 12.4 miles of sewer main cleaning in June.
- Completed 5.4 miles of sewer main inspection in June.
- Responded to 12 service request calls in June.
- Completed a total of 4 sewer main repairs in June.

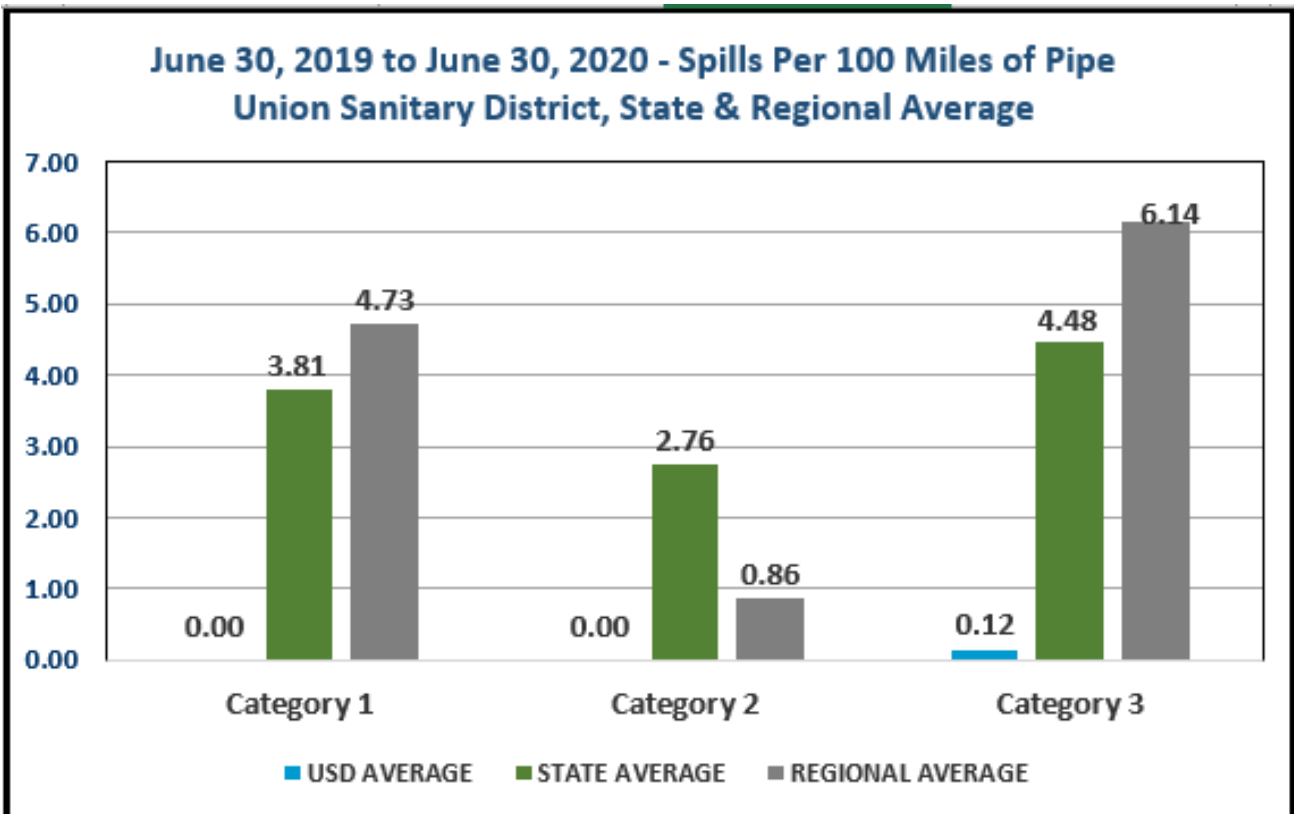
### Trainings

- Preventing Discrimination and Harassment CBT
- Heavy Equipment Awareness
- New CS Worker Christopher Martinez starts at USD

### Reported Bay Area Spills June 30, 2019 to June 30, 2020



## June 30, 2019 to June 30, 2020 Spills Per 100 Miles of Pipe Union Sanitary District, State & Regional Average



### Spill Rate Statistics - June 30, 2019 to June 30, 2020

#### Spills per 100 Miles of Pipe

	Category 1	Category 2	Category 3
<b>USD AVERAGE</b>	0.00	0.00	0.12
<b>STATE AVERAGE</b>	3.81	2.76	4.48
<b>REGIONAL AVERAGE</b>	4.73	0.86	6.14

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

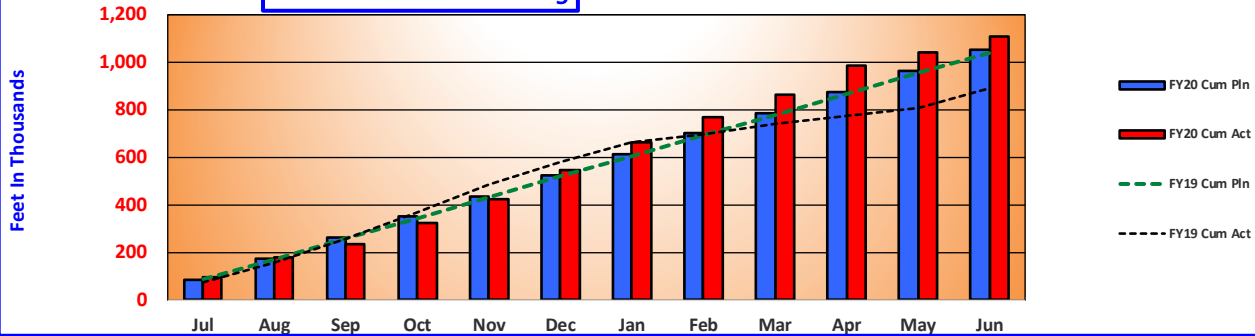
*Category 2 - 1,000 gallons or more. Does not reach surface waters, not fully captured*

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

## Performance Measures

### FY20 PLAN

#### FY20 Cumulative Cleaning

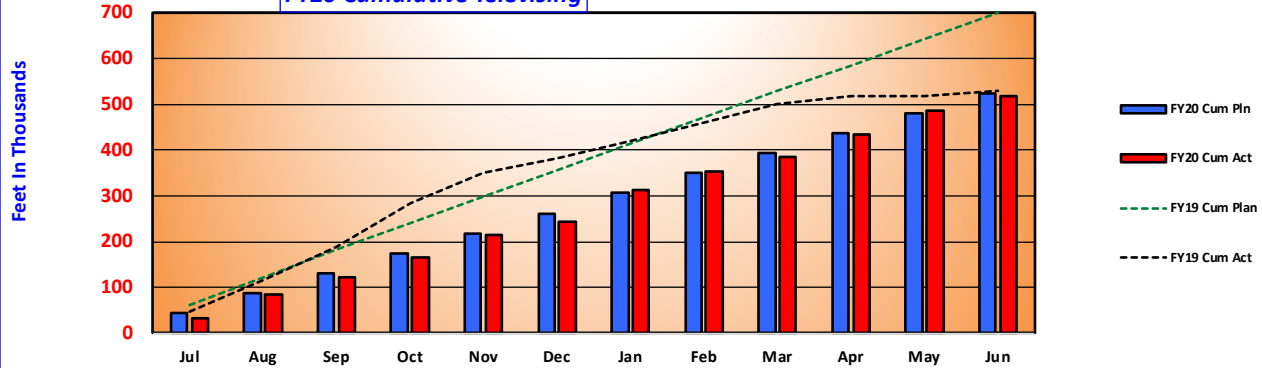


#### Cleaning Actual Footages/Costs June-20 Clean Cost/Ft = \$2.20

Description	FY20 Q1 Footage	FY20 Q2 Footage	FY20 Q3 Footage	Apr-20 Footages	May-20 Footages	Jun-20 Footage	FY20 Q4 Footage	FY20 YTD Footage	FY20 YE Goal	FY19 YTD Footage	% Cmpl to Plan
84 Month Hydro-jet Clean	168,654	123,334	191,217	80,707	38,080	0	118,787	601,992	605,190	388,628	99.5%
Selective Line Cleaning	34,570	45,494	76,867	886	3,440	32,126	36,452	193,383	114,574	177,381	168.8%
Special Condition Clean	4,456	1,194	3,046	192	0	8,400	8,592	17,288	31,599	31,514	54.7%
Root Control/Chemical Cln	30,594	136,144	49,225	39,900	13,965	24,697	78,562	294,525	298,028	294,349	98.8%
Cast Iron Proj/Other (not included in Cost Per Foot)	0	0	0	0	0	0	0	0	0	0	
<b>Totals</b>	<b>238,274</b>	<b>306,166</b>	<b>320,355</b>	<b>121,685</b>	<b>55,485</b>	<b>65,223</b>	<b>242,393</b>	<b>1,107,188</b>	<b>1,049,391</b>	<b>891,872</b>	<b>105.5%</b>

### FY20 PLAN

#### FY20 Cumulative Televising



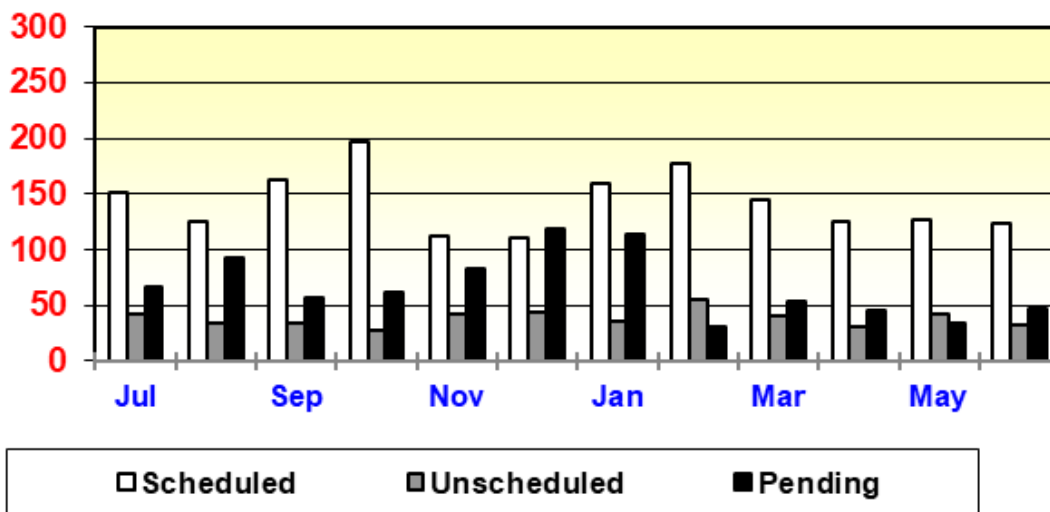
#### Televising Actual Footages/Costs June-20 TV Cost/Ft = \$1.97

Description	FY20 Q1 Footage	FY20 Q2 Footage	FY20 Q3 Footage	Apr-20 Footages	May-20 Footages	Jun-20 Footage	FY20 Q4 Footage	FY20 YTD Footage	FY20 YE Goal	FY19 YTD Footage	% Cmpl to Plan
84 Month TV Inspection	107,959	80,840	133,515	47,726	37,970	29,508	115,204	437,518	416,533	432,269	105.0%
Visual/Condition,Pre/Post Cnst TV	1,644	9,682	0	0	300	362	662	11,988	23,481	28,651	51.1%
New Development, CIP, Misc.	7,845	12,444	5,110	105	0	0	105	25,504	44,852	46,736	56.9%
QA/QC Line Condition	0	10,048	2,504	0	15,277	0	15,277	27,829	17,186	7,044	161.9%
QA/QC Root Control	5,198	8,632	0	0	0	0	0	13,830	22,352	14,260	61.9%
<b>Totals</b>	<b>122,646</b>	<b>121,646</b>	<b>141,129</b>	<b>47,831</b>	<b>53,547</b>	<b>29,870</b>	<b>131,248</b>	<b>516,669</b>	<b>524,404</b>	<b>528,960</b>	<b>98.5%</b>

## Other Collection Services Status Data:

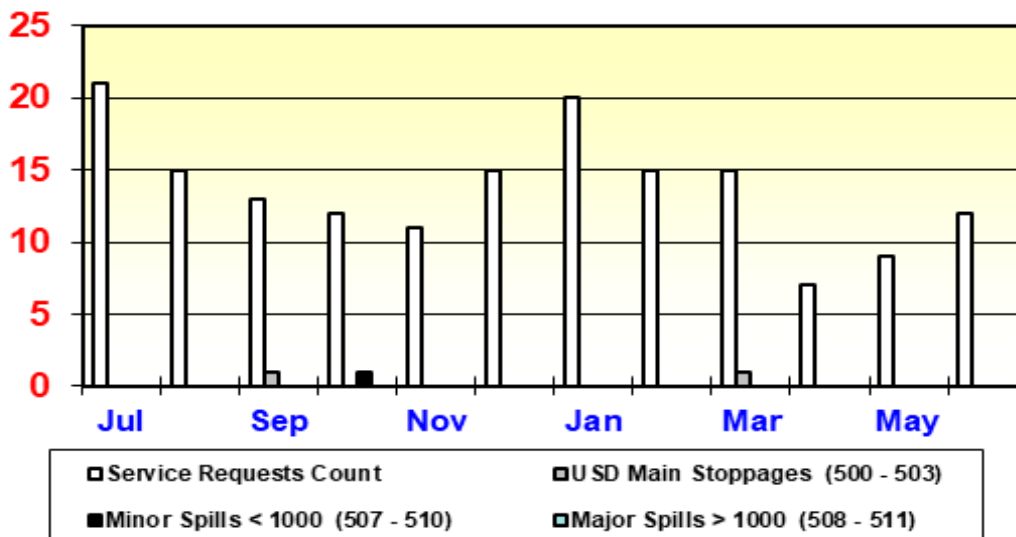
### Support Team Work Order Status:

#### **FY20 WORK ORDERS COMPLETED**



### C/S Maintenance Status:

#### **FY20 STOPPAGES AND OVERFLOWS**



## Fabrication, Maintenance and Construction Activities Report June 2020

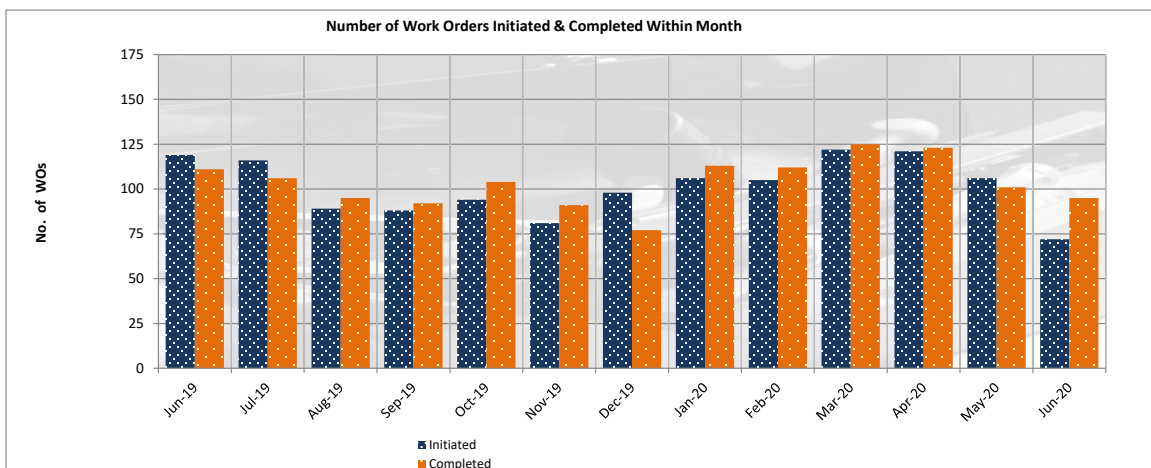
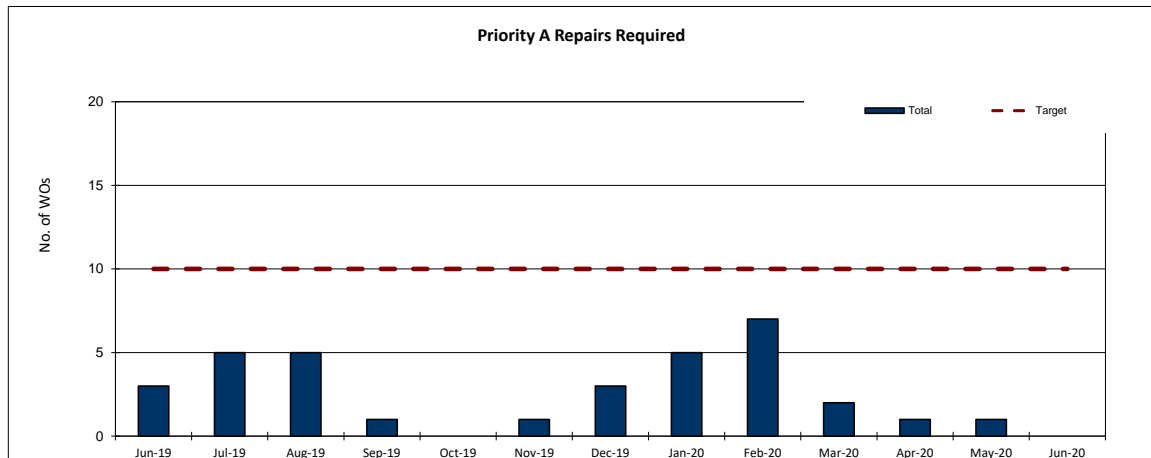
### Progress/Accomplishments

- Completed 98.72% of preventive maintenance activities for the month of June
- Completed 88 corrective maintenance work orders for the month of June
- Cogen 2 2k service
- Cogen 1 inner cooler replacement
- Installation of strainer on IPS ferrous lines
- Painting of debris box on vactor truck
- Installation of Redux Module on Centrifuge 2

### Future Planning

- Overhaul of Odor Scrubber 4
- Welding of supports and windows for Primary Clarifier 6
- PPLS headgate proximity switch replacement
- Patching of cores taken from roofs at E. Blower Room and GBT building

### Performance Measurements







**Treatment & Disposal  
Activities Report  
June 2020**

**Progress/Accomplishments**

- Maintained 100% compliance with NPDES permits
- Completed 99.7% preventive maintenance activities for the month of June
- Completed Operational Testing of the 3rd Headworks Bar Screen and trained staff on its operation
- Attended the ETSU Phase 1A Preliminary Evaluation Workshop and provided feedback
- Provided input for design of control room, laboratory, and administrative areas as part of the ETSU New Campus Project
- Attended the Force Main Phase 2 Preconstruction Conference
- Evaluated Transportation and Beneficial Reuse and/or Disposal of Biosolids IFB bids and provided feedback
- Reviewed the Work Plan for the Odor Scrubber Pilot Study and provided feedback
- Confirmed completion of FY20 TPO Training Program goals and established FY21 Training Program goals
- Revised the Wet Weather Emergency Outfall standard operating procedure regarding sampling frequency for chlorine residual
- Submitted the Annual SMR for Old Alameda Creek
- Attended the quarterly BACWA Air Committee Meeting
- Responded to the Nutrient Watershed Permit RFI for USD and the Hayward Marsh
- Participated in the BACWA Permits and Laboratory Committee meeting
- Submitted an application to renew the Laboratory ELAP certification and special study information to become certified for E. Coli (required in the new Old Alameda Creek NPDES)

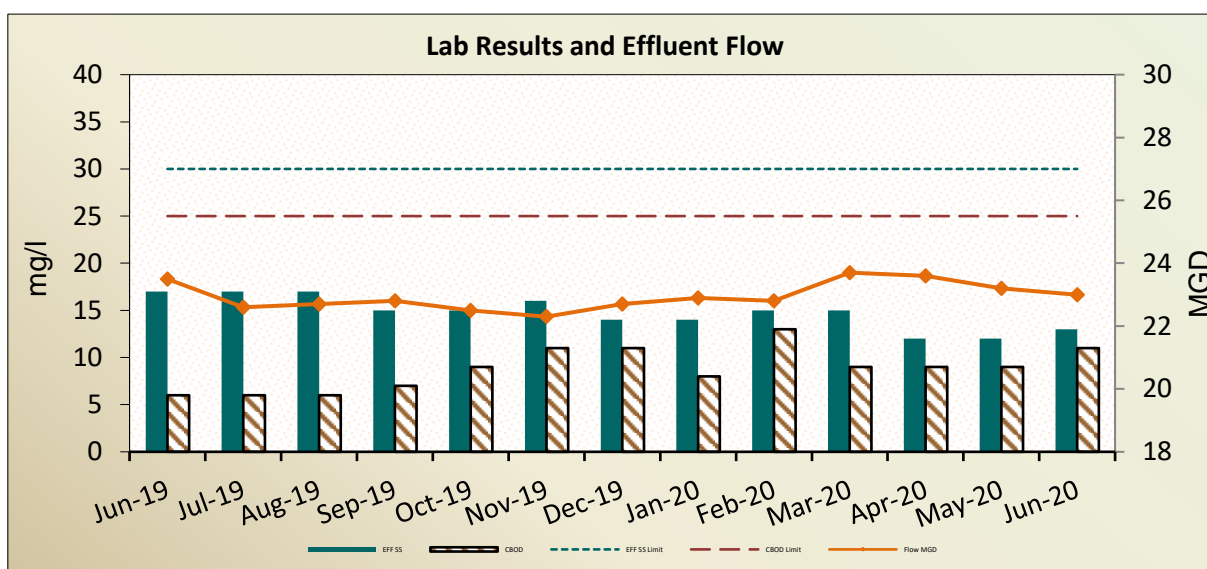
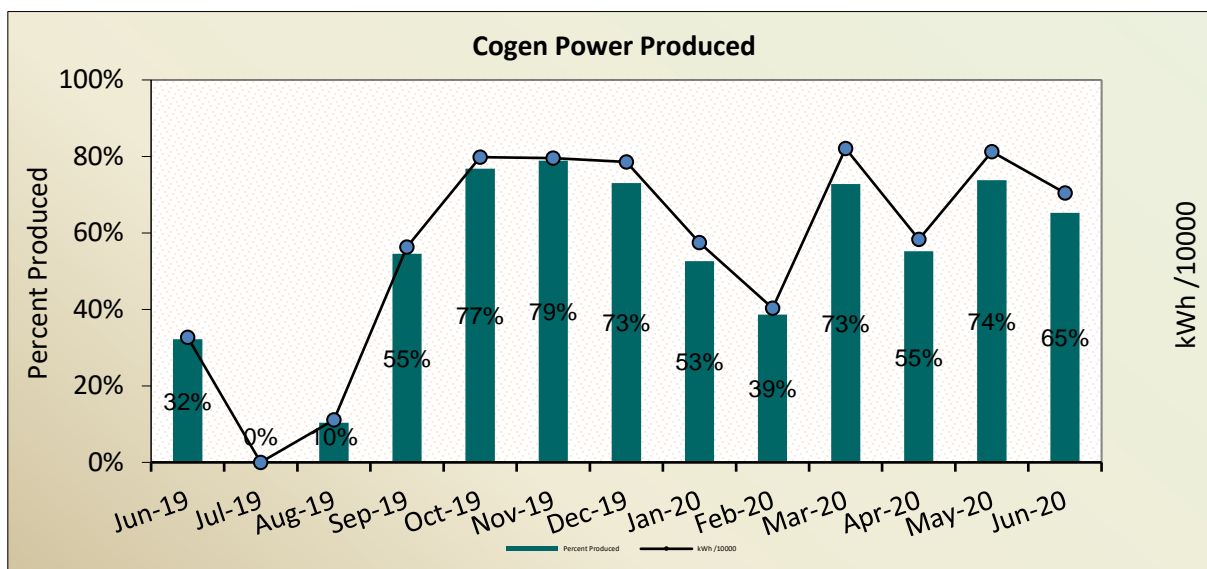
**Future Planning**

- Evaluate Biosolids Reuse & Disposal IFB addendum
- Attend the 90% Standby Power Project Workshop
- Review the 90% Standby Power Project design drawings and specifications
- Begin initial training of the new Plant Operator III Trainee
- Submit the revised Wet Weather Emergency Outfall standard operating procedure to the Regional Board for review
- Prepare a response to the City of Fremont RFI for greenhouse gas calculations
- Prepare pollutant loading totals for calculation of RMP participation cost
- Evaluate impacts of brine salts and required dilution
- Continue to work on establishing internal KPIs for unit process capacity evaluation
- Submit comments on the administrative draft for the Old Alameda Creek intermittent Wet Weather Permit
- Complete the implementation of LIMS CIWQS reporting and address punchlist items
- Attend the 3rd Nutrient Watershed Permit Planning Workshop

**Other**

- Cogen system produced 65% of power consumed for the month of June

## Performance Measurements



USD's Final Effluent Monthly Monitoring Results				
Parameter	EBDA Limit	Apr-20	May-20	Jun-20
Copper, µg/l	78	5.6	6.8	4.6
Mercury, µg/l	0.066	0.0044	0.0024	0.0012
Cyanide, µg/l	42	< 0.9	E 1.5	E 1.2
Ammonia- N, mg/L (Range)	130	39.4 - 51.4	42 - 45.7	40.4 - 45.0
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	19 - 33	13 - 15	14 - 50
• 11-Sample 90th Percentile	1100	58 - 69	26 - 58	25 - 75
Enterococci				
• Monthly Geometric Mean	240	16.0	15.6	15.2
E = Estimated value, concentration outside calibration range. For SIP, E = DNQ, estimated concentration.				



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**JULY 27, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 9**

**TITLE:** Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Jacobs Engineering Group Inc. for the Pump Stations Chemical System Improvements Project *(This is a Motion Item)*

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

**Recommendation**

Staff recommends the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Jacobs Engineering Group Inc. (Jacobs) in the amount of \$98,675 to provide predesign services for the Pump Stations Chemical System Improvements Project (Project).

**Previous Board Action**

None.

**Background**

Pump Stations Chemical Systems

The existing chemical systems at the Newark Pump Station (PS) and the Irvington PS were constructed in 1994 and 2003, respectively. The major components of each system consists of a chemical storage tank, chemical metering pumps, and chemical distribution piping located inside a concrete containment structure. The chemical distribution piping system extends to the wastewater discharge piping from the wastewater pumps.

The chemical system at Irvington PS stores and injects ferrous chloride into the force mains to reduce the generation of hydrogen sulfide from the wastewater during transport to the Alvarado Wastewater Treatment Plant. The chemical system at Newark PS serves as a backup system to dose ferrous chloride into the force mains in the event the chemical system at Irvington PS is taken out of service for maintenance purposes.

The chemical systems at both pump stations are at the end of their useful life, and staff identified the need to replace the systems to maintain reliability in dosing ferrous chloride into the force mains. The chemical storage tank located at the Irvington PS will not be replaced because it was installed in 2014 and is in good condition.

#### Pump Stations Odor Control Systems

The existing odor control systems at both pump stations were constructed in the same years as the existing chemical systems. Both odor control systems have reached the end of their useful life. Before replacing the existing odor control systems, staff wanted to study the type of odors from the pump stations and identify alternative technologies to implement and reduce the potential for off-site odor impacts. Through a Request for Proposal process, the District hired Jacobs to conduct the Pump Station Odor Control Study (Study) to characterize odors from the pump stations, complete an air dispersion model to predict off-site impacts, and evaluate the available odor control technologies that use low or no chemicals with an emphasis on energy optimization, small footprints, and simple operation.

During the Study, Jacobs evaluated four viable odor control technologies that can effectively treat odors from the pump stations and reduce the off-site impacts: carbon media scrubber, engineered media biofilter, bio-trickling filter, and packed tower chemical scrubber. Staff and Jacobs evaluated each technology option based on capital costs, operation and maintenance costs, simplicity of operation, level of maintenance complexity, safety, ability to monitor performance, and several other non-economic factors. The Study concluded that the preferred technology option is biofilter with bio-trickling filter as the next option of choice. Further evaluation of the preferred technology option will be needed during the predesign phase of the Project to determine the feasibility of each location and identify any challenges before proceeding to the final design phase.

The existing chemical systems and odor control systems at both pump stations are shown in Figures 1 through 7.

#### Other Improvements

Staff identified a need to better control the diversion of wastewater discharged from the Irvington PS to the Irvington equalization storage tanks during a significant wet weather event. The current method to divert wastewater to the Irvington equalization storage tanks is passive and requires the wastewater to rise close to the top of the Irvington surge tower where a large funnel will collect the wastewater and transport it by pipe to storage. This situation typically

indicates the pumped flows from the Irvington PS have exceeded the capacity of the force mains between Irvington and Newark.

During a significant wet weather event, plant staff needs to manage the influent wastewater flows from the three large regional pump stations as well as the effluent flows from the Final Effluent PS. Having the ability to divert wastewater at a much lower Irvington surge tower elevation would help the plant staff better manage the influent and effluent flows and monitor the treatment processes. The Project will evaluate the piping modifications to the existing discharge piping system from the Irvington PS that will allow for controlled fill of the equalization storage.

The Irvington PS Effluent Valve Vault (Vault) is a below-grade reinforced concrete structure that contains the piping and valving system that distributes the pumped flows from the Irvington PS into the twin force mains. A condition assessment of the Vault's interior identified damaged concrete at several pipe supports, access hatch opening, access ladder support, and platforms. The Project will evaluate the extent of damage and recommend repairs to be included in the final design of the Project. Figures 8 through 12 include photos of the damaged areas.

### **Predesign Services – Task Order No. 1**

Staff prepared a Request for Proposal and invited Carollo Engineers, Jacobs, Lee & Ro, and Woodard & Curran to submit a proposal for design services. Three of the four consultants submitted proposals. Staff selected Jacobs for the Project due to their team's relevant experience, qualifications, and approach to the Project.

The purpose of Task Order No. 1 is for Jacobs to conduct the predesign phase services for the Project. This includes an evaluation of the improvements described above and preparation of the Basis of Design technical memorandum that will serve as the guiding document for the final design, the services of which will be included in a future task order. The predesign phase will evaluate the following Project elements:

1. Newark PS and Irvington PS
  - a. Replace the existing odor control system.
  - b. Replace the chemical storage tank at Newark PS only.
  - c. Replace chemical metering pumps and install variable frequency drives for the pumps.
  - d. Replace the chemical distribution piping system.
  - e. Replace the tank level instrumentation and control system.
  - f. Rehabilitate and recoat the concrete at the chemical storage tank containment area.

2. Irvington PS equalization storage piping modifications.
3. Irvington PS Effluent Valve Vault concrete repairs

Jacobs' scope of services and fees for Task Order No. 1 are summarized below:

<b>Task No.</b>	<b>Task Description</b>	<b>Amount</b>
1	Kickoff Meeting and Site Visit	\$24,027
2	Develop Basis of Design	\$64,016
3	Project Management	\$10,632
	<b>Total Task Order Not-to-Exceed Fee</b>	<b>\$98,675</b>

Staff believes the fee is reasonable given the challenges of locating the odor control system at each pump station site that already has space constraints. Jacobs will also evaluate the routing of new underground utilities for power, controls, water, and drain, and the routing of new air ductwork that will connect the pump station buildings to the odor control systems.

Jacobs is scheduled to complete the predesign by November 2020. Staff anticipates final design to begin by spring 2021 and construction to begin by fall 2021.

Staff recommends the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Jacobs Engineering Group Inc. in the amount of \$98,675 to provide predesign services for the Pump Stations Chemical System Improvements Project.

PRE/SEG/RC/TL/BE;mb

Attachments: Figure 1 – Newark PS Site Plan  
Figure 2 – Irvington PS Site Plan  
Figures 3 through 7 – Chemical and Odor Control Systems  
Figures 8 through 12 – Irvington PS Effluent Valve Vault Photos  
Agreement  
Task Order No. 1





Figure 1 - Newark Pump Station  
Site Plan





Figure 2 - Irvington Pump Station  
Site Plan



Figure 3 - Newark PS Chemical Storage Tank Located Within Containment Structure



Figure 4 - Newark PS Chemical Metering Pumps and Distribution Piping Located Within Containment Structure





Figure 5 - Irvington PS Odor Scrubber Located Within Containment Structure



Figure 6 - Irvington PS Chemical Metering Pumps and Distribution Piping Located Within Containment Structure



Figure 7 - Irvington PS Odor Scrubber (Background, Left) and Effluent Valve Vault (Foreground)





Figure 8 – Irvington PS Effluent Valve Vault: Pipe Support and Pedestal



Figure 9 – Irvington PS Effluent Valve Vault: Damaged Area Around Sump



Figure 10 – Irvington PS Effluent Valve Vault: Spalled Concrete and Leaks at Access Hatch



Figure 11 – Irvington PS Effluent Valve Vault: Spalled Concrete at Landing Platform Beam





Figure 12 – Irvington PS Effluent Valve Vault: Corroded Floor Supports for Aluminum Ladder

**PUMP STATIONS CHEMICAL SYSTEM IMPROVEMENTS PROJECT**  
**AGREEMENT**  
**BETWEEN**  
**UNION SANITARY DISTRICT**  
**AND**  
**JACOBS ENGINEERING GROUP INC.**  
**FOR**  
**PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT MADE AS OF \_\_\_\_\_, 20\_\_,  
BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and  
JACOBS ENGINEERING GROUP INC. (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to develop a design and construct improvements at  
the Newark and Irvington pump stations (hereinafter referred to as Project), and,

WHEREAS, District requires certain professional services in connection with the  
Project (hereinafter referred as Services); and

WHEREAS, Engineer is qualified and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the  
parties agree as follows:

**ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER**

- 1.1 Specific Services and the associated scope of services, payment,  
schedule, and personnel will be defined in specific Task Order as  
mutually agreed by District and Engineer.
- 1.2 All Task Orders will by reference incorporate the terms and conditions  
of this Agreement, and become formal amendments hereto.

**ARTICLE 2 - COMPENSATION**

- 2.1 Compensation for consulting services performed under this Agreement  
shall include:



- (1) Direct labor costs, multiplied by an agreed upon fixed factor (the Multiplier), to compensate for fringe benefits, indirect costs, and profit.
- (2) Non-labor direct project charge not included in the fixed factor and acceptable, without any markup.
- (3) Subconsultant costs, with a maximum markup of 5%.

Definitions are as follows:

- (a) Direct labor is salaries and wages paid to personnel for time directly chargeable to the project. Direct labor does not include the cost of Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, and medical and retirement benefits nor the cost of the time of executive and administrative personnel and others whose time is not identifiable to the project.
- (b) Fringe benefits include Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, medical and retirement benefits, incentive pay, tuition, and other costs classified as employee benefits.
- (c) Indirect costs are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Engineer's overhead. Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, statutory and customary employee benefits, and the time of executive and administrative personnel and others whose time is not identifiable to the Project or to any other project. Under no circumstances can the same labor costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.
- (d) The Multiplier is a multiplicative factor which is applied to direct labor costs, and compensates Engineer for fringe benefits and indirect costs (overhead) and profit.
- (e) Other non-labor direct project charges shall be included in the overhead and these charges include typical expenses as cost of transportation and subsistence, printing and reproduction, computer time and programming costs, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities."

Alternatively, the District and the Engineer may agree to utilize the fully-encumbered hourly rates and fees for Services performed by the Engineer. These hourly rates and fees shall be based on the Engineer's rate schedule published at the time this Agreement or Task Order is executed and shall be attached to each applicable Task Order.

- 2.2 Reimbursement for mileage shall not exceed the prevailing Internal Revenue Service's standard mileage rate.
- 2.3 A *Cost Ceiling* will be established for each Task Order which is based upon estimated labor-hours and cost estimates. Costs as described above, comprising direct labor, overhead cost, and other direct costs, shall be payable up to a Cost Ceiling as specified in the Task Order. A *Maximum Fee Ceiling*, or *Task Order Firm Ceiling*, will also be established for each Task Order which includes the Cost Ceiling plus the Professional Fee.
- 2.4 Engineer shall invoice District monthly for the actual costs incurred, and a pro-rated portion of the Professional Fee for work performed during the previous month. If the Maximum Fee Ceiling is reached, the Engineer will complete the agreed-upon work for the Maximum Fee Ceiling. With District staff approval, labor hours may be reallocated within the tasks without renegotiation in such a manner so as not to exceed the Maximum Fee Ceiling.
- 2.5 The Engineer shall provide the District with a review of the budget amounts when 75 percent of the Cost Ceiling for any task has been expended. Engineer may request a revision in the Cost Ceiling for performance of this Agreement, and will relate the rationale for the revision to the specific basis of estimate as defined in the Scope of Services. Such notification will be submitted to the District at the earliest possible date. The authorized Cost Ceiling shall not be exceeded without written approval of the District.
- 2.6 The Professional Fee will not be changed except in the case of a written amendment to the Agreement which alters the Scope of Services. District and Engineer agree to negotiate an increase or decrease in Cost Ceiling and Professional Fee for any change in Scope of Services required at any time during the term of this Agreement. Engineer will not commence work on the altered Scope of Services until authorized by District.
- 2.7 Direct labor rates are subject to revision to coincide with Engineer's normal salary review schedule. Adjustments in direct labor rates shall not affect the firm ceiling without prior written authorization of the District.

- 2.8 District shall pay Engineer in accordance with each Task Order for Services.
- 2.9 Engineer shall submit monthly statements for Services rendered. District will make prompt monthly payments in response to Engineer's monthly statements.

### ARTICLE 3 - PERIOD OF SERVICE

- 3.1 Engineer's services will be performed and the specified services rendered and deliverables submitted within the time period or by the date stipulated in each Task Order.
- 3.2 Engineer's services under this Agreement will be considered complete when the services are rendered and/or final deliverable is submitted and accepted by District.
- 3.3 If any time period within or date by which any of the Engineer's services are to be completed is exceeded through no fault of Engineer, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

### ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

District will do the following in a timely manner so as not to delay the services of Engineer.

- 4.1 Provide all criteria and full information as to District's requirements for the services assignment and designate in writing a person with authority to act on District's behalf on all matters concerning the Engineer's services.
- 4.2 Furnish to Engineer all existing studies, reports and other available data pertinent to the Engineer's services, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer services of others required for the performance of Engineer's services hereunder, and Engineer shall be entitled to use and rely upon all such information and services provided by District or others in performing Engineer's services under this Agreement.
- 4.3 Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

- 4.4 Perform such other functions as are indicated in each Task Order related to duties of District.
- 4.5 Bear all costs incident to compliance with the requirements of this Section.

#### ARTICLE 5 - STANDARD OF CARE

- 5.1 Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional Engineer under similar circumstance and Engineer shall, at no cost to District, re-perform services which fail to satisfy the foregoing standard of care.

#### ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

- 6.1 Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' , or vendors' methods of determining prices, or over competitive bidding or market conditions or economic conditions, Engineer's cost estimate and economic analysis shall be made on the basis of qualification and experience as a professional engineer.
- 6.2 Since Engineer has no control over the resources provided by others to meet contract schedules, Engineer's forecast schedules shall be made on the basis of qualification and experience as a professional Engineer.
- 6.3 Engineer cannot and does not guarantee that proposals, bids or actual project costs will not vary from his cost estimates or that actual schedules will not vary from his forecast schedules.

#### ARTICLE 7 - SUBCONTRACTING

- 7.1 No subcontract shall be awarded by Engineer until prior written approval is obtained from the District.

#### ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

- 8.1 Engineer shall designate in writing an individual to have immediate responsibility for the performance of the services and for all matters relating to performance under this Agreement. Key personnel to be assigned by Engineer will be stipulated in each Task Order. Substitution

of any assigned person shall require the prior written approval of the District, which shall not be unreasonably withheld. If the District determines that a proposed substitution is not responsible or qualified to perform the services then, at the request of the District, Engineer shall substitute a qualified and responsible person.

#### ARTICLE 9 - OWNERSHIP OF DOCUMENTS

- 9.1 All work products, drawings, data, reports, files, estimate and other such information and materials (except proprietary computer programs, including source codes purchased or developed with Engineer monies) as may be accumulated by Engineer to complete services under this Agreement shall be owned by the District.
- 9.2 Engineer shall retain custody of all project data and documents other than deliverables specified in each Task Order, but shall make access thereto available to the District at all reasonable times the District may request. District may make and retain copies for information and reference.
- 9.3 All deliverables and other information prepared by Engineer pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by District or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Engineer; and District shall indemnify and hold harmless Engineer against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by District and Engineer.

#### ARTICLE 10 - RECORDS OF LABOR AND COSTS

- 10.1 Engineer shall maintain for all Task Orders, records of all labor and costs used in claims for compensation under this Agreement. Records shall mean a contemporaneous record of time for personnel; a methodology and calculation of the Multiplier for fringe benefits and indirect costs; and invoices, time sheets, or other factors used as a basis for determining other non-labor Project charges. These records must be made available to the District upon reasonable notice of no more than 48 hours during the period of the performance of this Agreement.

- 10.2 After delivery of Services (completion of Task Orders) under this Agreement, the Engineer's records of all costs used in claims for compensation under this Agreement shall be available to District's accountants and auditors for inspection and verification. These records will be maintained by Engineer and made reasonably accessible to the District for a period of three (3) years after completion of Task Orders under this Agreement.
- 10.3 Engineer agrees to cooperate and provide any and all information concerning the Project costs which are a factor in determining compensation under this Agreement as requested by the District or any public agency which has any part in providing financing for, or authority over, the Services which are provided under the Agreement.
- 10.4 Failure to provide documentation or substantiation of all Project costs used as a factor in compensation paid under Article 2 hereof will be grounds for District to refuse payment of any statement submitted by the Engineer and for a back charge for any District funds, including interest from payment; or grant, matching, or other funds from agencies assisting District in financing the Services specified in this Agreement.

#### ARTICLE 11 - INSURANCE

Engineer shall provide and maintain at all times during the performance of the Agreement the following insurances:

- 11.1 Workers' Compensation and Employer's Liability Insurance for protection of Engineer's employees as required by law and as will protect Engineer from loss or damage because of personal injuries, including death to any of his employees.
- 11.2 Comprehensive Automobile Liability Insurance. Engineer agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability. This policy shall protect Engineer against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 Combined Single Limit.
- 11.3 Comprehensive General Liability Insurance as will protect Engineer and District from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the

Engineer's operations under this Agreement, which insurance shall name the District as additional insured. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence and aggregate. Such insurance will insure Engineer and District from any and all claims arising from the following:

1. Personal injury;
2. Bodily injury;
3. Property damage;
4. Broad form property damage;
5. Independent contractors;
6. Blanket contractual liability.

11.4 Engineer shall maintain a policy of professional liability insurance, protecting it against claims arising out of negligent acts, errors, or omissions of Engineer pursuant to this Agreement, in an amount of not less than \$1,000,000. The said policy shall cover the indemnity provisions under this Agreement.

11.5 Engineer agrees to maintain such insurance at Engineer's expense in full force and effect in a company or companies satisfactory to the District. All coverage shall remain in effect until completion of the Project.

11.6 Engineer will furnish the District with certificates of insurance and endorsements issued by Engineer's insurance carrier and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled without at least thirty (30) days' prior written notice to the District. The certificates for liability insurance will show that liability assumed under this Agreement is included. The endorsements will show the District as an additional insured on Engineer's insurance policies for the coverage required in Article 11 for services performed under this Agreement, except for workers' compensation and professional liability insurance.

11.7 Waiver of Subrogation: Engineer hereby agrees to waive subrogation which any insurer of Engineer may acquire from Engineer by virtue of the payment of any loss. Engineer agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Engineer, its employees, agents and subconsultants.

## ARTICLE 12 - LIABILITY AND INDEMNIFICATION

- 12.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Engineer agree to allocate such liabilities in accordance with this Article 12. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.
- 12.2 Engineer shall indemnify and save harmless the District and all of their agents, officers, and employees from and against all claims, demands, or causes of action of every name or nature to the extent caused by the negligent error, omission, or act of Engineer, its agents, servants, or employees in the performance of its services under this Agreement. In no event shall Engineer's costs to defend the District exceed the Engineer's proportionate percentage of negligence or fault, based upon a final judicial determination, except that if one or more defendants in an action are unable to pay its share of defense costs due to bankruptcy or dissolution, Engineer shall meet and confer with the other defendant parties regarding defense costs.
- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Engineer, Engineer agrees to defend District. In the event District accepts Engineer's defense, District agrees to indemnify and reimburse Engineer on a pro rata basis for all expenses of defense and any judgment or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of proportionate negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Engineer shall indemnify District against legal liability for damages arising out of claims by Engineer's employees. District shall indemnify Engineer against legal liability for damages arising out of claims by District's employees.
- 12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Engineer to the same extent.
- 12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
- 12.7 To the maximum extent permitted by law, Engineer's liability for District's damage will not exceed the aggregate compensation received by Engineer under this Agreement or the maximum amount of professional



liability insurance as required in Article 11.4 or \$5,000,000, whichever is greater.

#### ARTICLE 13 - INDEPENDENT CONTRACTOR

Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. District will have no right to supervise the methods used, but District will have the right to observe such performance. Engineer shall work closely with District in performing Services under this Agreement.

#### ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the Services, Engineer will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. Engineer shall procure the permits, certificates, and licenses necessary to allow Engineer to perform the Services. Engineer shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Task Order.

#### ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Engineer shall consider all information provided by District and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Engineer's performance of the Services to be proprietary unless such information is available from public sources. Engineer shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of District or in response to legal process.

#### ARTICLE 16 - TERMINATION OF CONTRACT

- 16.1 The obligation to continue Services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 16.2 District shall have the right to terminate this Agreement or suspend performance thereof for District's convenience upon written notice to Engineer, and Engineer shall terminate or suspend performance of Services on a schedule acceptable to District. In the event of termination or suspension for District's convenience, District will pay Engineer for all

services performed and costs incurred including termination or suspension expenses. Upon restart of a suspended project, equitable adjustment shall be made to Engineer's compensation.

#### ARTICLE 17 - UNCONTROLLABLE FORCES

17.1 Neither District nor Engineer shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either District or Engineer under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

17.2 Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require Engineer or District to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. The Engineer will be allowed reasonable negotiated extension of time or adjustments for District initiated temporary stoppage of services.

#### ARTICLE 18 - MISCELLANEOUS

18.1 A waiver by either District or Engineer of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

18.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or

provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

#### ARTICLE 19 - INTEGRATION AND MODIFICATION

- 19.1 This Agreement (consisting of pages 1 to 14), together with all Task Orders executed by the undersigned, is adopted by District and Engineer as a complete and exclusive statement of the terms of the Agreement between District and Engineer. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Engineer pertaining to the Services, whether written or oral.
- 19.2 The Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Engineer.

#### ARTICLE 20 - SUCCESSORS AND ASSIGNS

- 20.1 District and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 20.2 Neither District nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent engineers, associates, and subcontractors as he may deem appropriate to assist him/her in the performance of the Services hereunder and in accordance with Article 7.
- 20.3 Nothing herein shall be construed to give any rights or benefits to anyone other than District and Engineer.

## ARTICLE 21 – INFORMATION SYSTEM SECURITY

When the District determines this article is applicable, the Engineer shall obtain written approval from the District representative prior to accessing District internal systems through real-time computer connections. Upon approval, the Engineer will use only in-bound connections to accomplish a legitimate business need and a previously defined and approved task. As a condition of approval, the Engineer shall:

- a) Be running a current operating system supported by the District with up-to-date security patches applied as defined in the District COE/Non-COE document.
- b) Have anti-virus software installed on his/her personal computer with up-to-date virus signatures.
- c) Have personal firewall software installed and enabled on their computer.
- d) Understand and sign the District's Electronic Equipment Use Policy, number 2160.

The District reserves the right to audit the security measures in effect on Engineer's connected systems without prior notice. The District also reserves the right to terminate network connections immediately with all Engineer's systems not meeting the above requirements.

## ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

Engineer, at no additional expense to the District, shall conduct a background check for each of its employees, as well as for the employees of its subconsultants (collectively "Consultant Employees") who will have access to District's computer systems, either through on-site or remote access, or whose contract work requires an extended presence on the District's premises. The minimum background check process for any District consultant shall include, but not be limited to

- 1. California residents: Criminal Records (County and State Criminal Felony and Misdemeanor
- 2. Out of State residents: Federal criminal search of the National Criminal Database,

The background check shall be conducted and the results submitted to the District prior to initial access by Consultant Employees. If at any time, it is discovered that a Consultant Employee has a criminal record that includes a felony or misdemeanor, the Engineer is required to inform the District immediately and the District will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties, to determine

whether the Consultant Employee will be placed or remain on a District assignment. The District may withhold consent at its sole discretion. The District may also conduct its own criminal background check of the Consultant Employees. Failure of the Engineer to comply with the terms of this paragraph may result in the termination of its contract with the District.

#### ARTICLE 23 - EXCEPTIONS

No exceptions.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

UNION SANITARY DISTRICT

JACOBS ENGINEERING GROUP INC.

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

By: \_\_\_\_\_  
Lisa Alliger, P.E.  
Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PUMP STATIONS CHEMICAL SYSTEM IMPROVEMENTS PROJECT**

**TASK ORDER NO. 1**

**to**

**AGREEMENT**

**BETWEEN**

**UNION SANITARY DISTRICT**

**AND**

**JACOBS ENGINEERING GROUP INC.**

**FOR**

**PROFESSIONAL SERVICES**

**DATED \_\_\_\_\_, 2020**

**1. PURPOSE**

The purpose of Task Order No. 1 is to authorize the preparation of the Basis of Design (BOD) to support detailed design for the Pump Stations Chemical System Improvements Project (Project). The Project will consist of the following items:

**1. Newark Pump Station**

- a. Replace the existing odor scrubber system with a biofilter system.
- b. Replace the chemical storage tank.
- c. Replace the two metering pumps.
- d. Install VFDs for the metering pumps.
- e. Replace the PVC piping with Asahi HDPE pipes. The chemical piping extends from the metering pumps to the intermediate level of the dry well side of the pump station building.
- f. Replace the tank level instrumentation and control system.
- g. Rehabilitate and recoat the concrete at the chemical storage tank containment area. The consultant shall perform an assessment of the concrete condition at the chemical storage tank containment area and provide recommendations for rehabilitating and recoating the concrete.

**2. Irvington Pump Station**

- a. Replace the existing odor scrubber system with a biofilter system.
- b. Replace the two metering pumps.
- c. Install VFDs for the metering pumps.
- d. Replace the PVC piping with Asahi HDPE pipes.

- e. Replace the buried PVC with Asahi HDPE pipes from the tank enclosure to the metering pump enclosure inside a precast concrete trench.
  - f. Replace the buried PVC with Asahi HDPE pipes from the metering pump enclosure to the force main inside a precast concrete trench.
  - g. Rehabilitate and recoat the concrete at the chemical storage tank containment area and at the odor scrubber containment area. The consultant shall perform an assessment of the concrete condition at the chemical storage tank containment area and at the odor scrubber containment area and provide recommendations for rehabilitating and recoating the concrete.
3. Irvington Pump Station Equalization Basin Piping Modifications
- a. Modify the piping at the Irvington PS to bypass the surge tower to allow for controlled fill of the Equalization Basin per the Carollo Conceptual Design Report.
4. Irvington PS Effluent Valve Vault
- a. Repair the identified damage in the Vault per the Carollo Engineers report recommendations.

The BOD phase will evaluate the project aspects outlined above. Scope includes a kick-off meeting and site visit, technical memorandum (TM), cost estimates and review workshops, which is further described in the below scope of services.

## 2. PROJECT COORDINATION

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

## 3. SCOPE OF SERVICES

### **Task 1: Kick-Off Meeting and Site Visit**

The detailed assessment and evaluation phase consists of three main activities: document review and gap analysis, a kick-off workshop, and site visits to the Irvington and Newark Pump Stations with District staff. Engineer shall review and evaluate the documentation provided by the District in the Request for Proposal. Engineer shall identify information gaps and prepare a request-for-information (RFI) to obtain any additional documentation available.

Engineer shall hold a kick-off workshop that includes Engineer's team members, key District staff, and stakeholders. The kick-off workshop focuses on the following:

- Establishing project goals and expected outcomes and discuss the protocols and activities needed to comply with anticipated permit conditions impacting system design
- Confirming project stakeholders
- Reviewing and agreeing on the project approach, schedule, and key milestones
- Confirming project team roles and responsibilities, identify critical communication needs, and establish other project protocols

Following review of existing information and the kick-off workshop, Engineer shall conduct a detailed site assessment of the Irvington and Newark Pump Stations with District staff. Engineer shall meet with Operations staff to understand their preferences regarding accessibility, functionality, and desired equipment features. Engineer shall confirm and document existing pump stations' conditions and operations, which is included in the BOD TM developed during Task 2.

**Assumptions:**

- Relevant documentation requested by Engineer is available for review.
- The kick-off workshop will be held virtually, last up to four hours and includes attendance by up to four (4) Engineer staff, including the Project Manager and Design Manager.
- Key operation leads are available from the two pump station facilities to provide site visits. Site tours may require four (4) hours for each pump station, for a total of eight (8) hours, and includes attendance by up to four (4) Engineer staff.

**Deliverables:**

- Gap analysis and development of an RFI
- Kick-off workshop: agenda, presentation materials, and meeting minutes (draft and final)

**Task 2: Develop Basis of Design**

Using the information collected during Task 1, Engineer shall evaluate the recommended improvements for each of the design elements described above and confirm or consider alternatives; with the primary focus being the odor



control facilities. These will be discussed with the District to confirm design criteria and goals are met.

Existing process and conditions, and results of the evaluation, are documented in the BOD TM, which serves as the guiding document for detailed design, standards, permitting, and cost estimates. Engineer shall prepare a draft TM for the District and present it at a workshop with the District staff and stakeholders. The focus of the workshop is to obtain District feedback and make key decisions on all major design elements. Feedback and decisions made during this workshop are captured and memorialized in the final BOD TM.

**Assumptions:**

- One BOD TM is developed for both pump stations.
- Up to 10 drawings will be developed during BOD.
- Class 4 cost estimates will be provided per AACE.
- Geotechnical scope will include review of existing information and recommendation on geotechnical evaluation required for detailed design.
- District provides one set of consolidated comments.
- The BOD workshop will be conducted virtually. Engineer has budgeted four (4) hours for the BOD TM workshop and includes virtual attendance by Engineer's Project Manager and Design Manager.

**Deliverables:**

- BOD TM (draft and final) in electronic format
- BOD TM workshop: agenda, presentation materials, and meeting minutes (draft and final)

**Task 3: Project Management**

Engineer shall initiate and manage project activities, schedule and budget, change, and plan work to complete activities in an integrated and timely manner. Project management activities include progress monitoring, project team coordination, health and safety stewardship, project administration, and project quality control management. Engineer shall conduct bi-weekly conference calls with the District's project manager to discuss status and any project issues.

**Assumptions:**

- Engineer has budgeted for project management based on a 4-month project duration from NTP to final deliverable.
- The District will make available key representatives from engineering, O&M team, District decision-makers, and other stakeholders (if desired).

**Deliverables:**

- Monthly invoices with summary of work completed
- Quarterly schedule updates, or as needed
- Bi-weekly calls with the District project manager, or as needed

**4. PAYMENT TO THE ENGINEER**

Payment to the Engineer shall be as described in Article 2 of the Agreement. The Multiplier for this work shall be 2.70, the profit shall be 10 percent, and the not-to-exceed amount shall be \$98,675. A summary of the anticipated distribution of cost and manpower between tasks is shown in Exhibit A.

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

<b>Task Order / Amendment</b>	<b>Not to Exceed Amount</b>	<b>Board Authorization Required?</b>	<b>District Staff Approval</b>
Task Order No. 1 – Basis of Design	\$98,675	Yes	Paul Eldredge
<b>Total</b>	<b>\$98,675</b>		

**5. TIME OF COMPLETION**

All work defined in this Task Order shall be completed as shown in the table below and subject to the conditions of Article 3 of this Agreement.

Notice to Proceed	July 2020
RFI Submitted	2 weeks from NTP
Kick-Off Meeting & Site Visit	3 weeks from NTP
RFI Response	2 Weeks from RFI Submittal
Draft BOD Submitted	8 weeks from Kick-Off Meeting & Site Visit
Draft BOD Workshop	1 week from Draft BOD Submittal
Draft BOD Comments Provided	2 weeks from Draft BOD Submittal
Final BOD Submitted	3 weeks from Draft BOD Comments Provided

Pump Stations Chemical System Improvements Project

Task Order No. 1

Page 6

6. KEY PERSONNEL

Engineering personnel assigned to this Task Order No. 1 are as follows:

<u>Role</u>	<u>Key Person to be Assigned</u>
Project Manager	Giuseppe Tomasino
Design Manager	Scott Cowden

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of \_\_\_\_\_, 2020 and therewith incorporated it as part of the Agreement.

DISTRICT

ENGINEER

Union Sanitary District

JACOBS Engineering Group Inc.

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

By: \_\_\_\_\_  
Lisa Alliger, P.E.  
Vice President

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

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

Fee Schedule

Pump Stations Chemical System Improvements Project

		175	245	142	88	143	118	174	202	75	173	86	184	92	160	149	206	88	142	80	75	75	76	75	75	180	77
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
		Project Manager	Design Manager	Structural Sr	Structural Jr	Civil Sr	Civil Jr	Process QA/QC	Mechanical Sr	Mechanical Jr	Electrical Sr	Electrical Jr	I&C Sr	I&C Jr	Corrosion	Geotech	Estimating	Specs	PAL	CAD Sr	CAD Jr	CAD	Structural CAD Sr	Structural CAD Jr	Civil CAD	Safety	Admin
		Giuseppe Tomasino	Scott Cowden	Carl Koester	Logan King	Matt Baldwin	Sam Chandler	Neal Forester	John Siczka	Jan Tokarczyk	Brian Pilmer	Mariaah Alexander	Jerry Nordal	Michelle Winnett	Craig Van Horn	Paul Davis	Tom Jones	Candi Lavelle	Rob Cowan	Jen Boss	Nicholas Huber	Paulina Danko	Keith Schwalk-Burke	Filip Garbien	Bistra Gyaourova	Scott Billings	Shireen Dalton
Task	Description	90 Hrs	58 Hrs	5 Hrs	34 Hrs	7 Hrs	67 Hrs	10 Hrs	47 Hrs	8 Hrs	12 Hrs	52 Hrs	8 Hrs	43 Hrs	16 Hrs	10 Hrs	24 Hrs	6 Hrs	35 Hrs	10 Hrs	10 Hrs	75 Hrs	5 Hrs	14 Hrs	37 Hrs	6 Hrs	26 Hrs
1	Kick-Off Meeting & Site Visit	22 Hrs	24 Hrs	0 Hrs	12 Hrs	0 Hrs	26 Hrs	0 Hrs	14 Hrs	0 Hrs	0 Hrs	14 Hrs	0 Hrs	8 Hrs	8 Hrs	2 Hrs	0 Hrs	6 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs
	LABOR	22	24	0	12	0	26	0	14	0	0	14	0	8	8	2	0	6	0	0	0	0	0	0	0	0	0
	EXPENSE																										
2	Develop Basis of Design	16 Hrs	34 Hrs	5 Hrs	22 Hrs	7 Hrs	41 Hrs	10 Hrs	33 Hrs	8 Hrs	12 Hrs	38 Hrs	8 Hrs	35 Hrs	8 Hrs	8 Hrs	24 Hrs	0 Hrs	35 Hrs	10 Hrs	10 Hrs	75 Hrs	5 Hrs	14 Hrs	37 Hrs	0 Hrs	20 Hrs
	LABOR	16	34	5	22	7	41	10	33	8	12	38	8	35	8	8	24	0	35	10	10	75	5	14	37	0	20
	EXPENSE																										
3	Project Management	52 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	0 Hrs	6 Hrs	6 Hrs
	LABOR	52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	6
	EXPENSE																										

Professional services would be invoiced on a monthly basis at billing rates calculated using a raw labor (hourly salary) multiplier of 2.7, with a minimum billing rate of \$75 per hour

Subconsultant		Expenses	
			\$24,027
\$ -	\$ 3,300.00		\$3,300
			\$64,016
			\$63,916
\$ -	\$ 100.00		\$100
			\$10,632
			\$10,632
\$ -	\$ -		\$0
Grand Total		\$98,675	

Assumptions:

Assumptions used in developing this fee schedule are listed in the scope of services.

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**JULY 27, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 10**

**TITLE:** **Authorize the General Manager to Execute Task Order No. 2 with Woodard & Curran, Inc. for the Irvington Basin Sewer Master Plan Update (*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  
Andrew Baile, Assistant Engineer

**Recommendation**

Staff recommends the Board authorize the General Manager to execute Task Order No. 2 in the amount of \$327,410 with Woodard & Curran, Inc. (WC) for the Irvington Basin Sewer Master Plan Update (Update).

**Previous Board Action**

None.

**Background**

In 1995, the District developed the Irvington Basin Sewer Master Plan, which was focused primarily on the collection system within the Irvington Basin (Figure 1). The goal of the master plan was to develop a long-term capital improvement program that will provide for adequate hydraulic capacity in the sewer system as well as address maintenance and structural problems. The master plan has been updated twice since then, in 2004 and 2015. The master plan update typically coincides with the completion of the CCTV inspection of the sewers in each drainage basin's collection system.

In 2019, staff completed the closed-circuit television (CCTV) inspection of the sewers in the Irvington Basin's collection system. On March 13, 2020, staff executed an agreement and Task Order No. 1 in the amount of \$49,980 with WC to update the condition assessment of the Irvington Basin gravity sewer collection system based on the latest CCTV inspection data and other data relating to sewer pipeline assets, maintenance frequency, and service area characteristics. WC completed the condition assessment scope of services in June 2020. The findings and recommendations from the condition assessment will be included in the Sewer Master Plan Update Report that will be prepared under Task Order No. 2.

The CCTV inspection of the Irvington Basin sewers revealed that some of the 33- to 48-inch diameter reinforced concrete pipes (trunk sewers) show signs of corrosion and structural deterioration, likely due to hydrogen sulfide gas in the sewers. Because of the vital function of these trunk sewers, staff would like to proceed with the design of the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project right away. Staff will present a predesign services task order for the Board's consideration under Agenda Item No. 11 at the July 27, 2020 meeting.

#### **Capacity Assessment - Task Order No. 2**

The purpose of Task Order No. 2 is to:

- Update and expand the hydraulic model for the Irvington Basin collection system from the 2015 Irvington Basin Sewer Master Plan using the District's latest Geographic Information System (GIS) and customer billing data. The model shall be expanded to include all pipes in the collection system.
- Calibrate the hydraulic model using the latest wet weather flow monitoring data. Wet weather flow monitoring shall be conducted over the 2020-2021 wet weather season.
- Identify capacity deficiencies and potential solutions to correct these deficiencies.
- Develop and prioritize capital improvement projects.
- Update the Sewer Condition Assessment as necessary.
- Incorporate the updated sewer condition assessment based on the updated risk model developed as part of Task Order No. 1.
- Prepare the Irvington Basin Sewer Master Plan Update report.
- Develop a GIS map showing the approximate pollutant travel times in the collection system to the Plant or other locations in the system.
- Confirm the potential capacity deficiency of the sewers near Musick Avenue and Mayhews Landing Road that were identified in the 2019 Newark Basin Master Plan Update.

The scope of services and fees of Task Order No. 2 are summarized below:

<b>Task No.</b>	<b>Task Description</b>	<b>Amount</b>
1	Review Existing Information and Interview Staff	\$6,110
2	Wet Weather Flow Monitoring	\$78,540
3	Update Land Use Data	\$35,360
4	Modeling and Capacity Analysis	\$69,050
5	Develop CIP for Capacity Improvements	\$27,230
6	Update Sewer Condition Assessment	\$10,510
7	Prepare Sewer Master Plan Update Report	\$26,730
8	Pollutant Travel Time Analysis	\$36,590
9	Musick Avenue/Mayhews Landing Road Analysis	\$23,950
10	Project Management and Coordination	\$13,340
<b>Total Task Order Not-to-Exceed Fee</b>		<b>\$327,410</b>

Under Task No. 8, WC will develop a GIS map that will allow staff to approximate travel times of potential pollutant discharges in the collection system to the Plant or other locations within the District (e.g. lift or pump stations). This can be beneficial to the District in the event of an emergency that results in industrial pollutants entering the District's collection system. Staff will be able to approximate the time that the pollutants will arrive at the Plant and take action to avoid damage to the Plant or disruption to the Plant process.

Under Task No. 9, WC will install flow monitoring equipment in the sewers near Musick Avenue and Mayhews Landing Road in the city of Newark during the 2020-2021 wet weather season. These sewers were identified to have potential capacity deficiency during the capacity assessment of the 2019 Newark Basin Master Plan Update. The data will be collected and analyzed to determine if the sewer pipe system response matches that of the flow model.

Staff believes the total fee to be reasonable. There will be additional effort to expand and analyze the Irvington Basin flow model's network of pipes that will now include sewer pipes of all sizes where the 2015 Update included only 12-inch diameter and larger sewer pipes. Expanding the network of pipes will provide the most accurate snapshot of the Irvington Basin's hydraulic capacity and storage capabilities.

The total amounts for the Project's agreement with WC are summarized in the table below:

<b>Description</b>	<b>Amount</b>
Task Order No. 1 – Condition Assessment	\$49,980
Task Order No. 2 – Capacity Assessment	\$327,410
<b>Total for this Agreement</b>	<b>\$377,390</b>

Staff anticipates the Update to be completed by fall 2021.

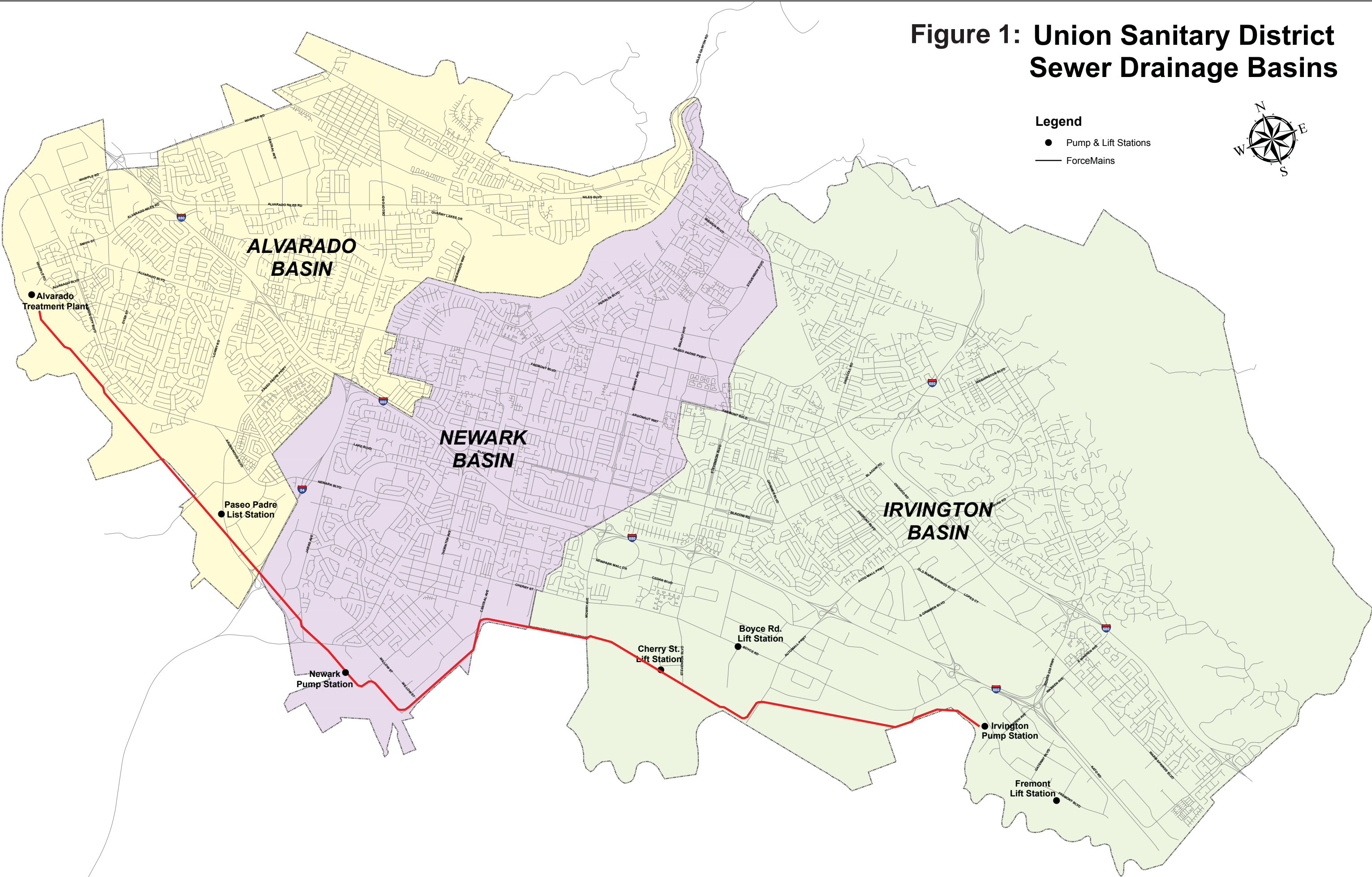
Staff recommends the Board authorize the General Manager to execute Task Order No. 2 with Woodard & Curran, Inc. in the amount of \$327,410 for the Irvington Basin Sewer Master Plan Update.

PRE/SEG/RC/AB;mb

Attachments: Figure 1 – Sewer Drainage Basins Map  
Task Order No. 2



Figure 1: Union Sanitary District  
Sewer Drainage Basins



# **IRVINGTON BASIN SEWER MASTER PLAN UPDATE**

## **TASK ORDER NO. 2**

**to**

**AGREEMENT BETWEEN  
UNION SANITARY DISTRICT  
AND  
WOODARD & CURRAN, INC.  
FOR  
PROFESSIONAL SERVICES**

**Dated March 13, 2020**

### **1. PURPOSE**

The purpose of this Task Order No. 2 is to:

- 1) Update and expand the hydraulic model for the Irvington Basin collection system from the 2015 Irvington Basin Sewer Master Plan using the District's latest GIS and customer billing data. The model shall be expanded to include all pipes in the collection system, not just the trunk sewers.
- 2) Calibrate the hydraulic model using the latest wet weather flow monitoring data. Wet weather flow monitoring shall be conducted as part of this task order over the 2020-2021 wet weather season.
- 3) Identify capacity deficiencies and potential solutions to correct these deficiencies.
- 4) Develop and prioritize capital improvement projects in an updated sewer master plan report.
- 5) Incorporate and update as needed based on additional data provided by the District the sewer condition assessment based on the updated InfoAsset Planner™ risk model developed as part of Task Order No. 1. The condition assessment results shall be summarized in a chapter of the Irvington Basin Sewer Master Plan Update report.
- 6) Prepare the Irvington Basin Sewer Master Plan Update report.
- 7) Conduct a model analysis of estimated pollutant travel times through the District's collection system to the transport system pump stations and Wastewater Treatment Plant (WWTP).

- 8) Confirm flows in the Musick Avenue/Mayhews Landing Road sewer in the Newark Basin to verify need for the capacity improvement project identified in the 2019 Newark Basin Master Plan Update.

## **2. PROJECT COORDINATION**

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

## **3. SCOPE OF SERVICES**

The Scope of Services includes the following tasks.

### **Task 1 – Review Existing Information and Interview Staff**

In this task, available data and documents relevant to the study will be compiled and reviewed, and interviews will be conducted with DISTRICT staff members familiar with the planning, design, operation, and performance of the collection system, and with the various relevant databases to be utilized in this study.

**Subtask 1.1 - Compile and Review Existing Data and Documents.** The DISTRICT will provide available pertinent information for the ENGINEER's use in the study, including the following:

- Latest District block book maps, sewer (pipes and manholes) and base map (streets, highways, railroads, water bodies, etc., as available) GIS files, including relevant attribute data, and digital orthophotography for the Irvington Basin.
- GIS parcel files and customer billing data (MS Excel or MS Access format) by parcel.
- Reports and plans for any trunk sewer projects in the Irvington Basin completed since the last update of the hydraulic model (and not included in the GIS files), currently under design or construction, or planned for construction in the near future.
- Recent flow data in electronic format for the Irvington Pump Station and any other recent flow monitoring studies conducted in the Irvington Basin.

The ENGINEER shall review the information for applicability to the tasks in the study.

**Subtask 1.2 - Conduct Interviews with District Staff.** The ENGINEER shall conduct an interview session (approximately 2 hours) with selected members of the District's Technical Services and Collection Services Work Groups to obtain additional information that may not be contained in the data and documents collected in Subtask 1.1 and to identify problem areas in the

Irvington Basin based on their field experience in the collection system. The interview session will be held in conjunction with the project kickoff meeting. The kickoff meeting attended by DISTRICT staff and the ENGINEER's project team shall be held to review the project scope and schedule and discuss key issues and the respective roles and responsibilities of all team members. Additional discussions shall also be held as necessary with District staff responsible for maintaining the GIS and billing databases to address any questions related to use of these databases for the project.

## **Task 2 – Flow Monitoring**

In this task, a wet weather flow monitoring program shall be conducted in the Irvington Basin to obtain data to verify design flow criteria and calibrate the hydraulic model. The monitoring program shall consist of fifteen (15) flow meters on major trunk sewers and three (3) rain gauges installed in the Basin for a period of sixty (60) days. The date for the start of flow monitoring shall be determined jointly by the ENGINEER and DISTRICT and shall depend on weather patterns in the 2020/21 winter season. It is anticipated that the flow meters and rain gauges shall be installed in December 2020 or January 2021. If sufficient rainfall events do not occur during the 60-day monitoring period, then the DISTRICT may authorize extension of the monitoring in two-week increments by amendment to this Task Order.

**Subtask 2.1 – Prepare Flow Monitoring Plan.** The ENGINEER shall utilize the existing GIS and model of the existing Irvington Basin trunk sewer system to identify proposed flow monitoring locations. The ENGINEER shall submit the proposed flow monitoring plan for approval by the DISTRICT prior to the start of flow monitoring.

**Subtask 2.2 – Conduct Flow Monitoring.** The ENGINEER shall subcontract with an experienced flow monitoring firm for conducting the flow monitoring work. The flow monitoring shall utilize depth-velocity type portable flow meters and continuous recording tipping bucket rain gauges. The ENGINEER's flow monitoring subcontractor shall be responsible for providing, installing, monitoring, and retrieving all flow and rainfall monitoring equipment, including meters and gauges, mounting devices, portable velocity meter, and equipment needed for confined space entry and traffic control; and for obtaining necessary encroachment permits from the DISTRICT and cities for performing the flow monitoring work.

Prior to meter installation, the ENGINEER's flow monitoring subcontractor shall conduct a field reconnaissance to verify the suitability of the proposed sites for meter installation. Any sites deemed unsuitable due to safety, access, or hydraulic conditions shall be discussed with the DISTRICT and an alternative site identified. The flow monitoring subcontractor shall install the flow meters at the approved locations, obtain field calibration measurements on at least two additional occasions during the flow monitoring period, interrogate the meters and gauges weekly, and remove the meters and gauges at the end of the flow monitoring period.

The interrogated meter and rain gauge data shall be collected in electronic format for processing and analysis.

If necessary during the flow monitoring period, the DISTRICT will plug outgoing pipes at two manholes in order to prevent any inter-basin flow transfers between the Newark and Irvington Basins, as was done for the previous Irvington Basin flow monitoring program.

### **Task 3 – Update Land Use Data**

This task shall define the planning area and planning horizon for the Sewer Master Plan Update and update the land use database (existing and projected land uses) for the sewer system model.

**Subtask 3.1 – Compile Planning Documents and Meet with City Planning Staff.** The ENGINEER shall meet with the planning staff of the Cities of Newark and Fremont to obtain relevant planning documents and to discuss land use planning issues and the basis for the land use projections in the Irvington Basin, and to identify areas where more specific information may be available, such as planned developments with estimated numbers of housing units. The projected timing of new development will also be discussed with City planning staff to provide input for sewer improvement project phasing.

**Subtask 3.2 - Update Basin Service Area Boundary and Land Use Mapping.** The ENGINEER shall delineate the ultimate service area boundary for the Irvington Basin based on the discussions with Cities of Newark and Fremont staff. The ENGINEER shall develop GIS mapping showing projected future land uses (new development and redevelopment) based on the information provided by the cities.

**Subtask 3.3 – Develop Model Loads.** The ENGINEER shall compile existing data from the parcel GIS and customer billing databases and link these sources of information to develop a database that can be used as the basis for computing existing wastewater flows for the hydraulic model. The DISTRICT shall provide parcel GIS data in ArcGIS format and relevant information from the billing database (e.g., APN, user type, number of units, water use) in a format that ENGINEER can use to link this data to the parcel GIS. The ENGINEER shall conduct basic validation of the linked databases, e.g., to identify non-matching parcels and missing data, and generate exceptions lists for DISTRICT review. The DISTRICT shall be responsible for rectifying any discrepancies found between the databases. The ENGINEER shall then convert the billing data to a “flow-equivalent population” for each parcel. The future equivalent population for currently vacant parcels or parcels that may be redeveloped shall be determined based on the GIS land use mapping developed in Subtask 3.2. Each parcel shall then be mapped to the receiving sewer.

The ENGINEER shall update the table of point dischargers (large users) based on information on wastewater volume in the billing database. Through discussions with DISTRICT and city

planning staff, the ENGINEER shall identify possible changes in flows for large users or potential new large users (industries or institutions). In general, large users shall include users with average flows greater than about 20,000 gallons per day.

The ENGINEER shall provide a table of parcels included in the District's Irvington Basin and their corresponding assessor's parcel number (APN), existing land use classification, existing unit flow factor, and estimated existing wastewater flows. A second table shall be provided listing future developments and their corresponding APN, proposed land use classification, future unit flow factor, and estimated future wastewater flows. These tables shall be provided as an Appendix in the Sewer Master Plan Update Report (Task 7).

#### **Task 4 – Modeling and Capacity Analysis**

In this task, the existing hydraulic model of the Irvington Basin shall be updated, and the model shall be calibrated using the flow monitoring data collected as part of Task 2 and the billing and land use data developed in Task 3. The hydraulic model shall then be used to analyze the capacity requirements of the trunk sewer system and evaluate alternatives for correcting capacity deficiencies.

**Subtask 4.1 - Update and Expand Modeled System.** The ENGINEER shall update and expand the Irvington Basin model developed in the 2015 Master Plan Update. The updated model shall include all sewers in the Basin and not just the trunk sewers. The model network shall be recreated in InfoWorks™ ICM by importing data from the District's current sewer GIS (pipe and manhole coverages). Any completed trunk sewer projects that have not yet been incorporated into GIS shall be added to the model based on as-built drawings provided by the DISTRICT.

The ENGINEER shall conduct validation of the pipe and manhole data to identify missing or suspect data. Data problems shall be resolved to the extent possible by comparison to the previous model network database or through available as-built drawings. ENGINEER shall notify the DISTRICT of missing or suspect data. The ENGINEER shall provide a list of locations to be field verified by the DISTRICT (e.g., flow split locations). The DISTRICT shall conduct any field investigations that may be needed to resolve network questions

**Subtask 4.2 – Calibrate Model.** The ENGINEER shall calibrate the hydraulic model by comparing model simulations with actual flow monitoring data for dry and wet weather conditions. ENGINEER shall use calibration to dry weather flows to refine base wastewater unit flow rates, dry weather diurnal curves, and groundwater infiltration rates. Calibration to wet weather flows shall be used to adjust parameters used for simulating rainfall-dependent infiltration/inflow flows. The ENGINEER shall compare model results with problem areas (e.g., surcharge conditions during wet weather events) identified by DISTRICT Collection Services

staff. Once the ENGINEER calibrates the model to existing conditions, it shall be ready to use for simulating design storm conditions and future scenarios.

**Subtask 4.3 – Conduct Model Runs for Existing Trunk System and Identify Capacity Deficiencies.** The ENGINEER shall run the model to identify capacity deficiencies and resulting hydraulic gradeline elevations in the existing Irvington Basin sewer system under existing and buildout dry and wet weather flow conditions. The design wet weather event shall be defined based on the same methodology as used for the previous Alvarado and Newark Basin Sewer Master Plan Updates.

**Subtask 4.4 – Identify Potential Solutions for Capacity Deficiencies and Refine Solutions Model.** Based on the model runs, the ENGINEER shall develop potential solutions to the identified capacity deficiencies. Solutions may include upsizing or paralleling existing sewers or diverting flow to other trunk sewers with excess capacity. The solutions model shall be refined to include these solutions, and the model shall be run to verify that the proposed solutions will effectively correct the capacity deficiencies.

## **Task 5 – Develop CIP for Capacity Improvements**

This task shall use the results of the previous tasks to develop a capital improvement program (CIP) for needed capacity improvements in the Irvington Basin.

**Subtask 5.1 – Develop Sewer Improvement Projects.** The ENGINEER shall develop recommended sewer improvement projects to address the capacity deficiencies identified in Task 4. Refinements to uncompleted projects (e.g., refinements to design flows, pipe sizes, and location and alignment of proposed facilities) and updates to smaller capacity projects shall be made as necessary.

**Subtask 5.2 – Develop Cost Estimates.** The ENGINEER shall review the unit cost criteria developed for the previous basin master plans. Needed adjustments or refinements to the cost criteria shall be discussed with DISTRICT staff. The ENGINEER shall update the cost criteria as needed based on recent cost data provided by the DISTRICT and/or from the ENGINEER's database of construction bids. Using the updated cost criteria, the ENGINEER shall develop preliminary opinions of probable construction costs and estimated capital costs for each of the recommended capacity improvement projects.

**Subtask 5.3 - Determine Project Groupings and Priorities.** In conjunction with DISTRICT staff, the ENGINEER shall group the recommended capacity improvement projects into priorities for construction. Prioritization criteria shall include such factors as the severity of existing problems (e.g., percent capacity), the relative risk associated with potential failure (e.g., sewage backup or overflow), the timing of future development to be served by the project, etc. The capacity project groupings and priorities shall later be reviewed in conjunction with

recommended rehabilitation projects based on the condition assessment to develop an overall recommended sewer system CIP for the Irvington Basin.

### **Task 6 – Update Sewer Condition Assessment**

In this task, the ENGINEER shall update the sewer condition assessment for the Irvington Basin that was prepared under Task Order No. 1. The DISTRICT will provide updated television inspection data for any sewer pipes listed in Appendix F (Pipes Not Included in Condition Assessment) of the June 2020 Sewer System Condition Assessment report chapter that have been televised since the time of the completion of Task Order No. 1. The ENGINEER shall update the InfoAsset Planner risk model to incorporate the new data, and update appropriate tables, maps, and appendices in the report. The ENGINEER will not make any updates to the sewer GIS or inspection data for other pipes in the Basin used for the June 2020 assessment.

### **Task 7 – Prepare Sewer Master Plan Update Report**

The Sewer Master Plan Update shall consist of a brief report summarizing the findings and recommendations of the study, supplemented by an appendix with supporting information such as flow data tables and plots, model output, and project cost estimates. It is anticipated that the report shall be approximately 50 pages in length, and shall summarize the changes to land uses, design flows, model results, and recommended CIP projects and costs since the previous Master Plan. The Report shall incorporate the sewer condition assessment conducted as part of Task Order No. 1 and updated under Task 6. It is assumed the condition assessment chapter's final changes shall be limited to formatting edits and update of tables and maps to reflect any updated data provided by the District and incorporated under Task 6.

**Subtask 7.1 - Prepare Draft Report.** One (1) digital copy of the Draft Sewer Master Plan Update Report shall be prepared and delivered to the DISTRICT for review.

**Subtask 7.2 - Prepare Final Report.** The ENGINEER shall review and incorporate DISTRICT comments on the Draft Sewer Master Plan Update Report into the final document. Five (5) hard copies and one (1) digital copy of the Final Sewer Master Plan Update Report, two (2) sets of abbreviated appendices (not including the Model Results appendix), and one (1) full set of appendices shall be delivered to the DISTRICT.

### **Task 8 – Pollutant Travel Time Analysis**

In this task, the ENGINEER shall generate a map showing approximate pollutant travel times in the wastewater collection system to the DISTRICT'S Wastewater Treatment Plant (WWTP), or to other specified locations in the system (e.g., collection system lift stations or transport system pump stations). ENGINEER shall create a GIS map with which DISTRICT staff could look up the travel time for any location in the system.



The task is proposed to be conducted in phases, with the first phase being a “pilot study” for one of the three drainage basins with modeling a selected number of originating locations within the collection system. If this pilot study is successful, then the ENGINEER shall conduct modeling for the other two basins and the map shall be developed to display the results.

**Subtask 8.1 – Calculate Pollutant Travel Times for One Basin.** The ENGINEER shall use the existing trunk system model of one of the District’s collection system basins (to be determined jointly by DISTRICT and ENGINEER) to estimate the travel time from up to about 60 originating locations in the basin (representing a range of distances to the drainage basin model outfall) by injecting a pollutant ‘plug’ inflow and determining the time to reach the outfall of the drainage basin or any lift stations located within the basin. This method will use the InfoWorks ICM Quality module to simulate a pollutant wave traveling downstream during a typical dry day. This approach utilizes the pollutant wave speed (celerity) combined with the hydraulic ‘flood’ wave to estimate travel times of an injected pollutant. As travel time is impacted by time of day, a sensitivity analysis will be conducted to assess the variation in pollutant travel times. The analysis will assume the pollutant is non-conservative and remains in solution (i.e., no sediment deposition). Based on the extracted pollutant travel times for each model run, these results will be compiled into a GIS dataset.

**Subtask 8.2 – Calculate Travel Times in Transport System.** The ENGINEER shall use the DISTRICT’s InfoSWMM model of the transport system previously developed for the District’s Pump Station Master Plan to estimate the flow travel time from each transport system pump station to the WWTP for different times of day. As the InfoSWMM model cannot model pollutants, this task assumes pollutants travel at the same speed as the hydraulic flood wave. To the extent that there are both dry and wet weather scenarios already set up in the model with diurnal profiles, the hydraulic travel time at different times of day will be estimated. Similar, to the extent that the model is set up to simulate “boost mode” operation for the Irvington and Newark Pump Stations, the travel time for this scenario shall also be estimated. These values would be added to the travel times within the basins to determine total travel times to the WWTP.

**Subtask 8.3 – Calculate Travel Times for Other Basins.** Based on the results of the initial two tasks and upon authorization by the DISTRICT, the ENGINEER shall calculate pollutant travel times for the other two collection system drainage basins and compile the results in a GIS dataset. A GIS map (exported to .pdf file) would be created to show areas (e.g., bands) of approximate travel times)

**Subtask 8.4 – Create Web-Based GIS Map and ArcGIS Online (AGOL) Application.** The ENGINEER shall create a GIS map displaying pollutant travel times and associated hydraulic data. The map shall be color-coded per travel time ranges and include suitable background layers such as street base mapping, and sewer pipes, manholes, and pump stations. The customized GIS map shall be uploaded to AGOL, and a custom web application tool shall be

developed utilizing the GIS map, including pop-up boxes displaying travel time and associated hydraulic data. The web app tool shall be created using ArcGIS JavaScript, and shall undergo internal testing and testing by DISTRICT staff. The map tool shall then be deployed within the DISTRICT'S GIS platform (and/or host web app using AGOL).

## **Task 9 – Confirm Flows in Musick/Mayhews Landing Sewer**

The existing 8-inch sewer in Musick Avenue and 12-inch sewer in Mayhews Landing Road were identified as potential capacity deficiencies in the 2019 Newark Basin Master Plan Update. The DISTRICT wishes to confirm the flows in these sewers before proceeding with construction of a capacity improvement project. Under this task, the ENGINEER shall conduct flow monitoring and analyze the data to confirm the flows in these sewer reaches.

**Subtask 9.1 – Conduct Flow Monitoring.** In conjunction with the work under Task 2, the ENGINEER shall conduct flow monitoring at two (2) sites on the Musick/Mayhews Landing sewers. The exact locations will be determined in consultation with the DISTRICT and based on site investigations by the ENGINEER's flow monitoring subconsultant. In addition, one (1) rain gauge will also be installed. The monitoring will be conducted for the same period of time and following the same procedures as described under Task 2.

**Subtask 9.2 – Data Analysis.** The ENGINEER shall incorporate the collected flow and rainfall data into the Newark Basin hydraulic model for the area tributary to the Musick/Mayhews Landing sewers and run the model for the existing development scenario (no updates to model loads or network data will be made.) Based on the modeling, the ENGINEER shall re-calibrate the rainfall-dependent infiltration/inflow (RDI/I) flow parameters for the area tributary to the Musick/Mayhews Landing sewers and run the model for the DISTRICT'S design storm to confirm the capacity deficiency identified in the Newark Master Plan. If necessary, the ENGINEER shall refine the sizing of the proposed capacity improvement project. The ENGINEER shall prepare a brief memorandum summarizing the results of this task.

## **Task 10 – Project Management and Coordination**

This task includes meetings, project management, and project quality control.

**Subtask 10.1 - Meetings.** Progress meetings with DISTRICT staff shall be held on an as-needed basis during the study. Budget for three (3) meetings is included. The ENGINEER shall prepare an agenda and minutes for each meeting.

**Subtask 10.2 - Project Management.** This subtask includes day-to-day project management activities, including schedule and budget monitoring, subcontract administration, and invoice preparation. The ENGINEER shall submit a brief progress memorandum to the DISTRICT each

month describing the work completed during the previous month and the anticipated work in the following month and summarizing the status of the project budget and schedule.

**Subtask 10.3 - Quality Control.** In compliance with its company's Quality Assurance/Quality Control (QA/QC) program, the ENGINEER shall conduct an internal Senior Technical Approach Review (STAR) Workshop at the beginning of the project to review the project scope, schedule and technical challenges to ensure that project objectives will be met. The STAR workshop will include the ENGINEER's project management and task leadership team members and technical review leads. Additionally, throughout the project, the ENGINEER will follow established QA/QC procedures for review of data, results and deliverables prior to submittal to the DISTRICT. (Note: labor effort and budget for QC review and checking are included under individual project tasks.)

#### **4. SERVICES PROVIDED BY THE DISTRICT**

The DISTRICT shall provide the following services and furnish information as follows:

- Provide all existing DISTRICT data and information related to the project tasks above.
- Provide field assistance in verifying system configuration (e.g., flow splits at diversion manholes) as needed by ENGINEER for the hydraulic model.
- Resolve discrepancies between parcel GIS and billing databases as needed by ENGINEER for use in the hydraulic model.
- Provide timely review of all project deliverables.

#### **5. DELIVERABLES**

Project deliverables are listed below:

- GIS mapping of the Irvington Basin service area and projected land uses.
- Updated model database and associated GIS files (pipes, manholes, and subareas).
- Descriptions and estimated costs of recommended capacity improvement projects.
- Draft and Final Sewer Master Plan Update Reports.
- GIS layers attributed with pollutant travel time results.
- AGOL web application that displays travel times for locations within the DISTRICT'S collection system to the WWTP.
- Brief memorandum summarizing results of Musick/Mayhews Landing flow analysis.
- Meeting agenda and minutes; monthly invoices and progress reports.

## 6. PAYMENT TO THE ENGINEER

Compensation shall be on ENGINEER's schedule of standard hourly rates (2020 rates are shown in Attachment 1). Standard rates may be increased at the start of the ENGINEER's fiscal year (January 1). The billing rate schedule is based on an overall labor multiplier of 3.36 and a profit of 10%. Subconsultants and outside services shall be billed at actual cost plus 5%; other direct costs shall be billed at actual cost; and mileage shall be billed at prevailing IRS standard rate.

The estimated costs for the work described in the Scope of Services are shown in Attachment 2. Total charges to the DISTRICT shall not exceed \$327,410 without written authorization from the DISTRICT.

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

<b>Task Order / Amendment</b>	<b>Not to Exceed Amount</b>	<b>Board Authorization Required? (Yes/No)</b>	<b>District Staff Approval</b>
Task Order No. 1 – Condition Assessment	\$49,980	No	Sami Ghossain
Task Order No. 2 – Capacity Assessment and Master Plan	\$327,410	Yes	Paul R. Eldredge
<b>Total</b>	<b>\$377,390</b>		

## 7. TIME OF COMPLETION

The work defined in this Task Order shall be completed in 456 calendar days after the execution of this Task Order and subject to the conditions of Article 3 of this Agreement. This project duration assumes the flow meters are installed no later than early January 2021 and removed no later than early March 2021, with delivery of final data by the end of March. The project duration may have to be extended if the flow monitoring period goes beyond March 2021. The project completion date therefore extends into the early months of the DISTRICT's 2021/2022 fiscal year. The schedule is shown in Attachment 3.

## 8. KEY PERSONNEL

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

<b><u>Role</u></b>	<b><u>Key Person to be Assigned</u></b>
Principal-in-Charge/Senior Technical Advisor	Gisa Ju
Project Manager	Nuria Bertran-Ortiz

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

All other terms and conditions of the Agreement remain unchanged.

In WITNESS HEREOF, the parties hereto have executed this Task Order as of \_\_\_\_\_, 2020, and therewith incorporated it as part of the Agreement.

### **DISTRICT:**

UNION SANITARY DISTRICT

### **ENGINEER:**

WOODARD & CURRAN, INC.

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

By: \_\_\_\_\_  
Gisa M. Ju, P.E.  
Vice President

**Attachment 1**  
**USD Irvington Basin Sewer Master Plan – Task Order No.2**  
**Standard Rates**

<b>2020 Standard Rates</b>	
<b>Labor Category</b>	<b>2020 Rate</b>
Engineer 1 (E1) Scientist 1 (S1) Geologist 1 (G1) Planner 1 (P1) Technical Specialist 1 (TS1)	166
Engineer 2 (E2) Scientist 2 (S2) Geologist 2 (G2) Planner 2 (P2) Technical Specialist 2 (TS2)	192
Engineer 3 (E3) Scientist 3 (S3) Geologist 3 (G3) Planner 3 (P3) Technical Specialist 3 (TS3)	217
Project Engineer 1 (PE1) Project Specialist 1 (PS1) Project Geologist 1 (PG1) Project Planner 1 (PP1) Project Technical Specialist 1 (PTS1)	227
Project Engineer 2 (PE2) Project Specialist 2 (PS2) Project Geologist 2 (PG2) Project Planner 2 (PP2) Project Technical Specialist 2 (TS2)	242
Project Manager 1 (PM1) Technical Manager 1 (TM1)	257
Project Manager 2 (PM2) Technical Manager 2 (TM2)	273
Senior Project Manager (SPM) Senior Technical Manager (STM)	289
Senior Technical Practice Leader (STPL)	315
National Practice Leader (NPL)	320
Strategic Business Unit Leader (SBUL)	
Software Engineer 1 (SE1)	151
Software Engineer 2 (SE2)	170
Designer 1 (D1)	128
Designer 2 (D2)	159
Designer 3 (D3)	164
Senior Software Developer (SSD)	
Senior Designer (SD)	169
Project Assistant (PA)	113
Marketing Assistant (MA) Graphic Artist (GA)	121
Senior Accountant (SA) Senior Project Assistant Billing Manager (BM)	132
Marketing Manager (MM) Graphics Manager (GM)	153

*Note: The individual hourly rates include salary, overhead and profit. Other direct costs (ODCs) such as reproduction, delivery, mileage (as allowed by IRS guidelines), and travel expenses will be billed at actual cost. Subconsultants will be billed as actual cost plus 5%. Woodard & Curran, Inc., reserves the right to adjust its hourly rate structure at the beginning of each year for all ongoing contracts.*

**Attachment 2**  
**USD Irvington Basin Sewer Master Plan - Task Order No. 2**  
**Level of Effort and Fee Estimate**

Tasks	Woodard & Curran Labor										Other Direct Costs <sup>2</sup>	Sub-consultant <sup>3</sup>	TOTAL
	PIC/Senior Technical Advisor	Project Manager	Project Engineer	Staff Engineer	Senior Technical Support	Technical Review	Senior Technical Support	Admin.	Labor Total <sup>1</sup>				
	Gisa Ju	Nuria Bertran-Ortiz	Katie Howes	Nate Hanson	Glenn Hermanson	Cathy Greenman	Andy Baldwin						
Billing classification>>	STPL	PM1	E2	E2	STPL	SPM	SPM	PA	Hours	(\$)	(\$)	(\$)	(\$)
2020 Rates>>	\$315	\$257	\$192	\$192	\$315	\$289	\$289	\$113					
Est. 2021 Rates	\$324	\$265	\$198	\$198	\$324	\$298	\$298	\$116					
Task 1: Review Existing Information and Interview Staff													
1.1 - Compile and Review Existing Data and Documents		4	10						14	\$ 2,948	\$ -	\$ -	\$ 2,950
1.2 - Conduct Interviews/Kickoff Meeting with District Staff	4	4	4						12	\$ 3,056	\$ 100	\$ -	\$ 3,160
Subtotal Task 1	4	8	14	0	0	0	0	0	26	\$ 6,004	\$ 100	\$ -	\$ 6,110
Task 2: Wet Weather Flow Monitoring													
2.1 - Prepare Flow Monitoring Plan	2	8	8						18	\$ 4,222	\$ -	\$ -	\$ 4,220
2.2 - Conduct Flow Monitoring <sup>4</sup>		8	16						24	\$ 5,282	\$ -	\$ 69,038	\$ 74,320
Subtotal Task 2	2	16	24	0	0	0	0	0	42	\$ 9,504	\$ -	\$ 69,038	\$ 78,540
Task 3: Update Land Use Data													
3.1 - Compile Planning Documents and Meet with City Planning Staff		16	24						40	\$ 8,720	\$ 200	\$ -	\$ 8,920
3.2 - Update Basin Service Area Boundary and Land Use Mapping		8	16						24	\$ 5,128	\$ -	\$ -	\$ 5,130
3.3 - Develop Model Loads	4	16	80			2			102	\$ 21,310	\$ -	\$ -	\$ 21,310
Subtotal Task 3	4	40	120	0	0	2	0	0	166	\$ 35,158	\$ 200	\$ -	\$ 35,360
Task 4: Modeling and Capacity Analysis													
4.1 - Update and Expand Modeled System		8	64						72	\$ 14,344	\$ -	\$ -	\$ 14,340
4.2 - Calibrate Model	8	22	98			10	2		140	\$ 31,372	\$ -	\$ -	\$ 31,370
4.3 - Conduct Model Runs for Existing Trunk System and Identify Capacity Deficiencies	2	8	24						34	\$ 7,513	\$ -	\$ -	\$ 7,510
4.4 - Identify Potential Solutions for Capacity Deficiencies and Refine Solutions Model	4	28	36						68	\$ 15,829	\$ -	\$ -	\$ 15,830
Subtotal Task 4	14	66	222	0	0	10	2	0	314	\$ 69,058	\$ -	\$ -	\$ 69,050
Task 5: Develop CIP for Capacity Improvements													
5.1 - Develop Sewer Improvement Projects	4	16	48		8				76	\$ 17,621	\$ -	\$ -	\$ 17,620
5.2 - Develop Cost Estimates		8	16		4				28	\$ 6,580	\$ -	\$ -	\$ 6,580
5.3 - Determine Project Groupings and Priorities	2	6	4						12	\$ 3,028	\$ -	\$ -	\$ 3,030
Subtotal Task 5	6	30	68	0	12	0	0	0	116	\$ 27,229	\$ -	\$ -	\$ 27,230
Task 6: Update Sewer Condition Assessment													
6.1 - Update Sewer Condition Assessment	8			40					48	\$ 10,506	\$ -	\$ -	\$ 10,510
Subtotal Task 6	8	0	0	40	0	0	0	0	48	\$ 10,506	\$ -	\$ -	\$ 10,510
Task 7: Prepare Sewer Master Plan Update Report													
7.1 - Prepare Draft Report	4	16	52			4		4	80	\$ 17,473	\$ -	\$ -	\$ 17,470
7.2 - Prepare Final Report	2	8	16					8	34	\$ 6,862	\$ 2,400	\$ -	\$ 9,260
Subtotal Task 7	6	24	68	0	0	4	0	12	114	\$ 24,335	\$ 2,400	\$ -	\$ 26,730
Task 8: Pollutant Travel Time Analysis													
8.1 - Calculate Pollutant Travel Times for One Basin	1	1	28				6		36	\$ 7,682	\$ -	\$ -	\$ 7,680
8.2 - Calculate Travel Times in Transport System	1	1					20		22	\$ 6,543	\$ -	\$ -	\$ 6,540
8.3 - Calculate Travel Times for Other Basins	1	1	50				6		58	\$ 12,263	\$ -	\$ -	\$ 12,260
8.4 - Create Web-Based GIS Map and ArcGIS Online (AGOL) Application	1	1	12				24		38	\$ 10,106	\$ -	\$ -	\$ 10,110
Subtotal Task 8	4	4	90	0	0	0	56	0	154	\$ 36,594	\$ -	\$ -	\$ 36,590
Task 9: Musick Avenue / Mayhews Landing Road Analysis													
9.1 - Conduct Flow Monitoring <sup>5</sup>		2	4						6	\$ 1,320	\$ -	\$ 9,844	\$ 11,160
9.2 - Calibrate, Conduct Model Runs, Confirm Model Results, Summarize Analysis in TM	2	16	40						58	\$ 12,795	\$ -	\$ -	\$ 12,790
Subtotal Task 9	2	18	44	0	0	0	0	0	64	\$ 14,115	\$ -	\$ 9,844	\$ 23,950
Task 10: Project Management and Coordination													
10.1 - Meetings	2	4	8				4		18	\$ 4,454	\$ 500	\$ -	\$ 4,950
10.2 - Project Management	4	20						16	40	\$ 8,393	\$ -	\$ -	\$ 8,390
10.3 - Quality Control (included in above tasks)									0	\$ -	\$ -	\$ -	\$ -
Subtotal Task 10	6	24	8	0	0	0	4	16	58	\$ 12,847	\$ 500	\$ -	\$ 13,340
TOTAL	56	230	658	40	12	16	62	28	1,102	\$ 245,350	\$ 3,200	\$ 78,881	\$ 327,410

1. Labor costs include salaries, overhead, and profit based on Woodard & Curran's standard hourly rate schedule (attached). 3% increase assumed for work to be conducted in 2021 (see project schedule).

2. Other direct costs (ODCs) include mileage, travel, and major reproduction.

3. Subconsultant costs include 5% Woodard & Curran markup.

4. Assumes 15 flow meters and 3 rain gauges in the Irvington Basin for two month monitoring period.

5. Assumes 2 flow meters and 1 rain gauge in the Newark Basin for two month monitoring period.

7/15/2020

**Attachment 3**  
**USD Irvington Basin Sewer Master Plan - Task Order No. 2**  
**Project Schedule**

Tasks	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21
<b>Task 1: Review Existing Information and Interview Staff</b>															
1.1 - Compile and Review Existing Data and Documents															
1.2 - Conduct Interviews/Kickoff Meeting with District Staff	▲														
<b>Task 2: Wet Weather Flow Monitoring</b>															
2.1 - Prepare Flow Monitoring Plan															
2.2 - Conduct Flow Monitoring <sup>1</sup>															
<b>Task 3: Update Land Use Data</b>															
3.1 - Compile Planning Documents and Meet with City Planning Staff			▲	▲											
3.2 - Update Basin Service Area Boundary and Land Use Mapping															
3.3 - Develop Model Loads															
<b>Task 4: Modeling and Capacity Analysis</b>															
4.1 - Update and Expand Modeled System															
4.2 - Calibrate Model															
4.3 - Conduct Model Runs for Existing Trunk System and Identify Capacity Deficiencies															
4.4 - Identify Potential Solutions for Capacity Deficiencies and Refine Solutions Model															
<b>Task 5: Develop CIP for Capacity Improvements</b>															
5.1 - Develop Sewer Improvement Projects															
5.2 - Develop Cost Estimates															
5.3 - Determine Project Groupings and Priorities															
<b>Task 6: Update Sewer Condition Assessment</b>															
6.1 - Update Sewer Condition Assessment															
<b>Task 7: Prepare Sewer Master Plan Update Report</b>															
7.1 - Prepare Draft Report													D		
7.2 - Prepare Final Report															F
<b>Task 8: Pollutant Travel Time Analysis</b>															
8.1 - Calculate Pollutant Travel Times for One Basin															
8.2 - Calculate Travel Times in Transport System			▲												
8.3 - Calculate Travel Times for Other Basins <sup>2</sup>															
8.4 - Create Web-Based GIS Map and ArcGIS Online (AGOL) Application															
<b>Task 9: Musick Avenue / Mayhews Landing Road Analysis</b>															
9.1 - Conduct Flow Monitoring <sup>1</sup>															
9.2 - Calibrate, Conduct Model Runs, Confirm Model Results, Summarize Analysis in TM									D		F				
<b>Task 10: Project Management and Coordination</b>															
10.1 - Meetings					▲						▲		▲		
10.2 - Project Management															
10.3 - Quality Control (included in above tasks)															

▲ meetings/workshops

<sup>1</sup> Flow meters and rain gauges shall be installed in December 2020 or January 2021. The flow monitoring duration is assumed to be 60 days but may be extended if sufficient rainfall events do not occur during this period and the





**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**JULY 27, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 11**

**TITLE:** **Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Woodard & Curran, Inc. for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project (*This is a Motion Item*)**

**SUBMITTED:** Paul R. Eldredge, General Manager/District Engineer  
Sami E. Ghossain, Technical Services Work Group Manager  
Raymond Chau, CIP Team Coach  
Andrew Baile, Assistant Engineer

**Recommendation**

Staff recommends the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Woodard & Curran, Inc. (WC) in the amount of \$104,815 for the predesign services of the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project (Project).

**Previous Board Action**

None.

**Background**

The Irvington drainage basin covers the southern end of the District's service area, collecting wastewater primarily from the city of Fremont and an eastern section of the city of Newark. Several trunk sewers collect the wastewater in the basin and eventually terminates at the Irvington Pump Station (PS) located at the southern end of the District (See Figure 1). Within the Irvington Basin, there are two lift stations that collect and lift wastewater from deeper collection sewer system sewer mains to higher sewer mains that drain to Irvington PS. The Boyce Road Lift Station (LS) is located near the northern section of the basin and the Fremont Boulevard LS is located near the southern section of the basin.

There are approximately 6.25 miles (33,000 feet) of 33- to 48-inch diameter trunk sewers in the Irvington Basin that were installed between the late 1950s and mid-1960s using reinforced concrete pipe (RCP). The trunk sewers are located within the city of Fremont and can be separated into three alignments (See Figure 2 through 4):

1. RCP Alignment No. 1 – The first alignment begins at Boyce Road LS as 33-inch diameter RCP and continues south along Boyce Road. The alignment transitions to 36- and 39-inch diameter RCP as it continues south as Boyce Road becomes Cushing Parkway and follows the alignment of the Cushing Parkway Bridge toward the intersection at Fremont Boulevard where it converges into a 48-inch diameter RCP close to the intersection of Cushing Parkway and Fremont Boulevard.
2. RCP Alignment No. 2 – The second alignment begins on Blacow Road as 33-inch diameter RCP and continues west toward Grimmer Boulevard. The alignment transitions to 36- and 39-inch diameter RCP as it proceeds south along Grimmer Boulevard and Fremont Boulevard. The portion of the alignment that crosses Interstate 880 to Cushing Parkway consists of 39- to 48-inch diameter vitrified clay pipe. After crossing Interstate 880, the alignment connects with RCP Alignment No. 1.
3. RCP Alignment No. 3 – The third alignment begins near the intersection of Cushing Parkway and Fremont Boulevard as 48-inch diameter RCP in an easement that parallels Fremont Boulevard where Alignment Nos. 1 and 2 connect. The alignment continues south along the easement and terminates at Irvington PS.

In 2019, staff completed closed-circuit television (CCTV) inspection of the Irvington Basin sewers which included the RCP trunk sewers. The CCTV revealed that some of the RCP has sustained corrosion and structural deterioration, likely due to hydrogen sulfide gas in the sewers. Figures 5 through 7 include photos of some of the deterioration found from the CCTV inspection.

The trunk sewers are the main collectors of the wastewater from the smaller-diameter sewers in the upstream portions of the basin and are vital in transporting the basin's total wastewater to the Irvington PS. Due to the level of deterioration observed in the CCTV inspection of the trunk sewers, staff would like to proceed with the design of the Project right away. Concurrent with the Project's predesign, staff will also be conducting the capacity assessment of the Irvington Basin Sewer Master Plan Update. During the previous master plan update in 2015, there were no capacity deficiencies identified in the RCP trunk sewers. If the current capacity assessment reveals any deficiencies, staff will take that into account during the Project's predesign and adjust the evaluations.

#### Predesign Services – Task Order No. 1

Staff prepared a Request for Proposal for the Project and invited AECOM, Carollo Engineers, West Yost and Associates, and WC for design services. Staff received proposals from all the

consultant firms. Staff selected WC because of their project team's relevant experience in large-diameter RCP rehabilitation and approach to the Project.

The purpose of Task Order No. 1 is for WC to conduct the predesign phase services for the Project. During the predesign phase, WC will assess the extent of the corrosion and structural deterioration, prioritize the scope of work, and determine the pipelines requiring immediate attention for final design. The final design services will be included in a future task order. The predesign scope of services will include the following tasks:

1. Review existing information which includes CCTV inspection videos and associated inspection logs/data for approximately 33,000 feet of 33-inch to 48-inch diameter RCP trunk sewers.
2. Confirm previous master plan condition assessment findings for RCP trunk sewers.
3. Confirm project phasing by identifying which segments of the sewer pipelines require rehabilitation in the near term and which portions of the inspections can be deferred for future rehabilitation and/or replacement in the long-term.
4. Confirm which segments of sewer pipelines require repair beyond lining rehabilitation.
5. Evaluate up to three large diameter sewer rehabilitation lining systems available and recommend alternative(s) to be implemented for final design. The evaluation will include constructability, access requirements, impacts to public/traffic, permanent easement and temporary construction easement requirements, permitting requirements, bypass pumping/piping requirements, size reduction of the rehabilitated pipeline and resulting impacts to the trunk sewer, and relative costs.
6. Prepare the Condition Assessment Summary and Rehabilitation Recommendation Reports.
7. Communicate with utility agencies/owners in the identified project area to obtain record drawings and information for future design work.
8. Coordinate with city of Fremont, Alameda County Flood Control & Water Conservation District, and Caltrans to determine the requirements of the encroachment permits for future design work.

WC's scope of services and fees for Task Order No. 1 are summarized below:

<b>Task No.</b>	<b>Task Description</b>	<b>Amount</b>
1	Project Management and Meetings	\$21,926
2	Condition Assessment and Rehab Alternatives Evaluation	\$72,412
3	Utility Research	\$5,776
4	Permits, Licenses, and Agreements	\$4,701
	<b>Total Task Order Not-to-Exceed Fee</b>	<b>\$104,815</b>

Staff believes the fee is reasonable given the number of CCTV inspections to review, the evaluation effort for the rehabilitation method(s), and the outreach to the city of Fremont, utilities, and other agencies.

WC is scheduled to complete the predesign by February 2021.

Staff recommends the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Woodard & Curran, Inc. in the amount of \$104,815 for the predesign services of the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project.

PRE/SEG/RC/AB;mb

Attachments: Figures 1 – USD Sewer Drainage Basins  
Figures 2 through 4 – RCP Site Maps  
Figures 5 through 7 – RCP Defect Observations from CCTV Inspection  
Agreement  
Task Order No. 1

Figure 1: Union Sanitary District  
Sewer Drainage Basins

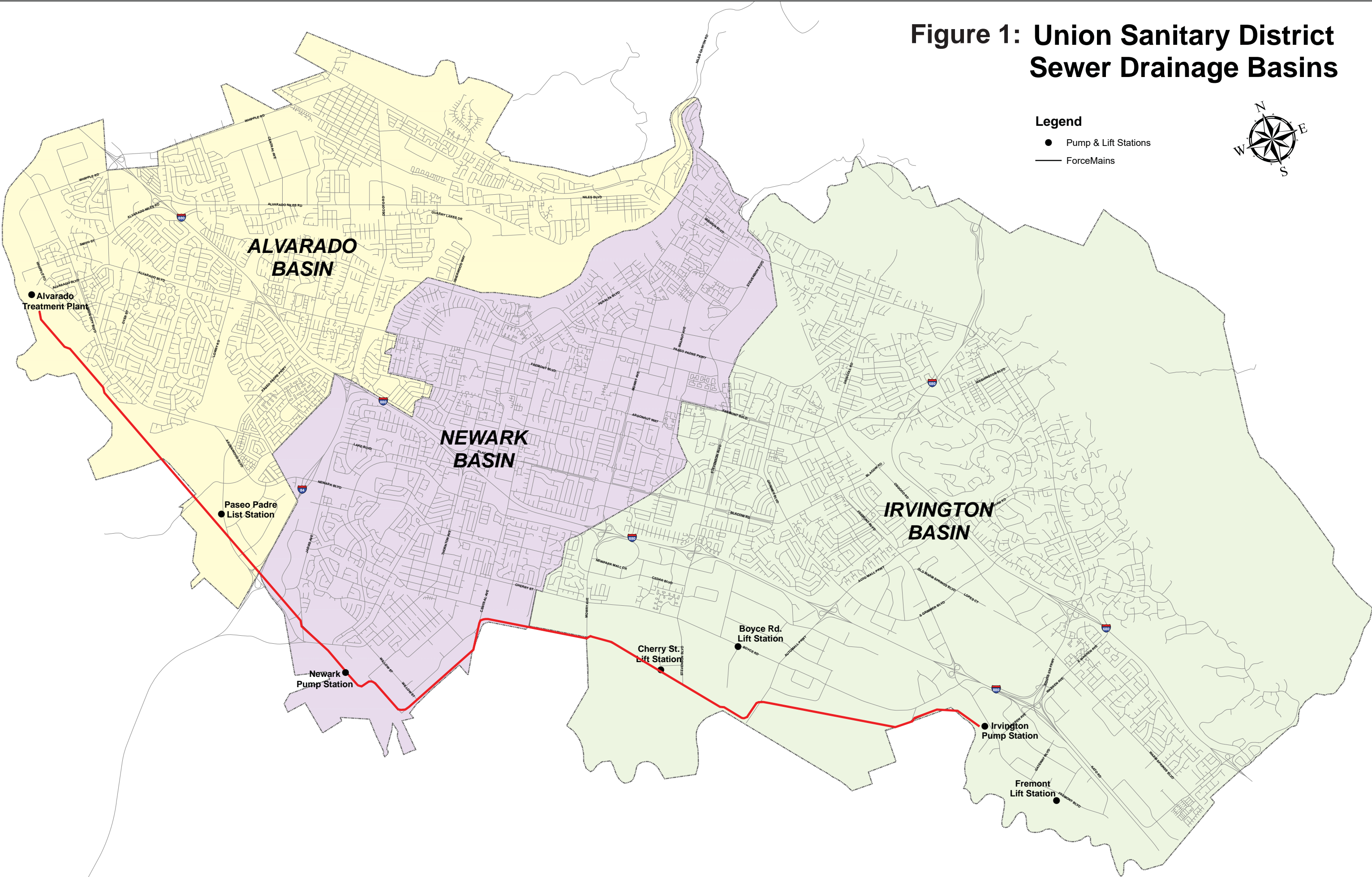




Figure 2. Boyce Rd. Lift Station to Fremont Blvd.

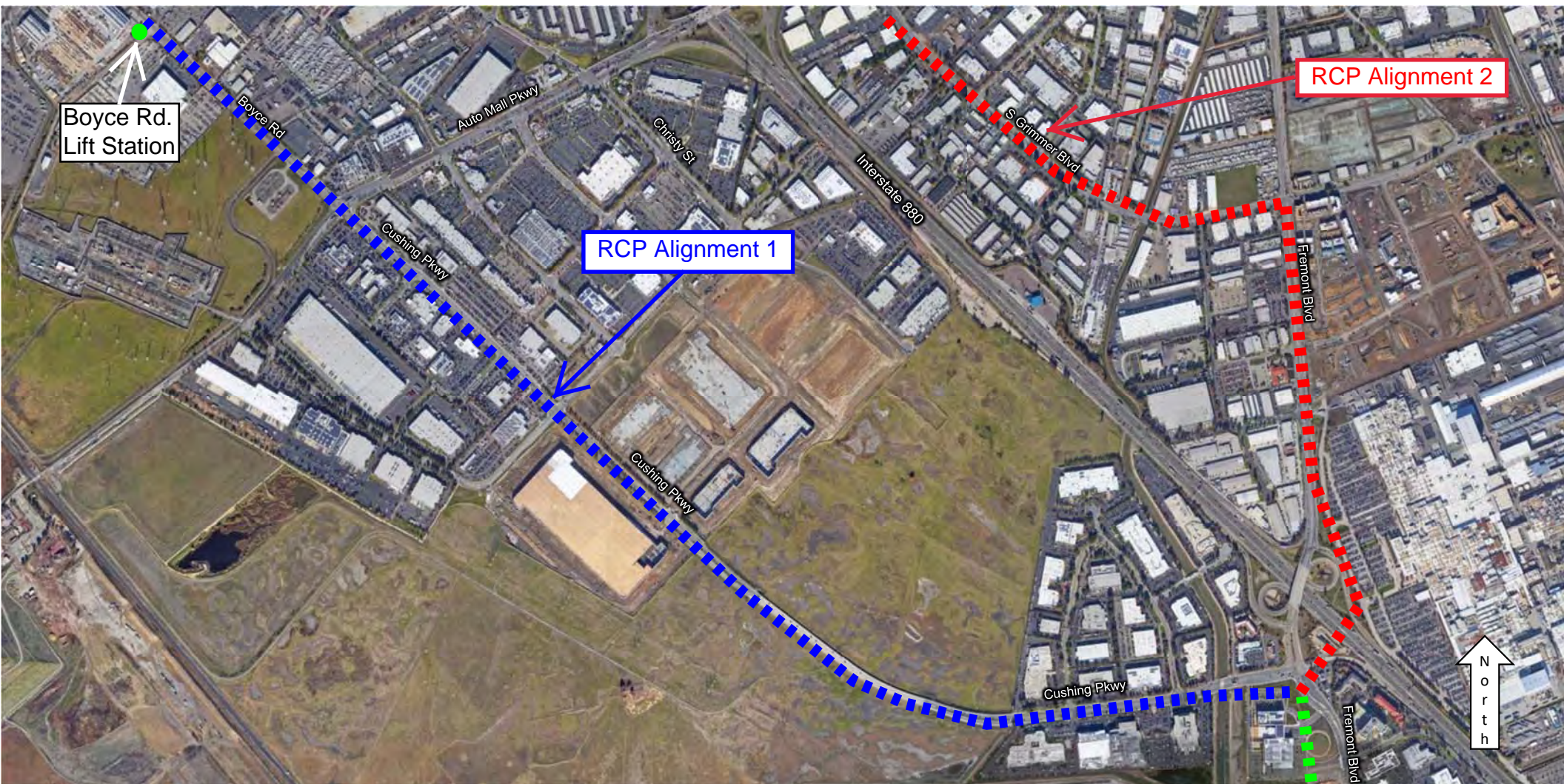


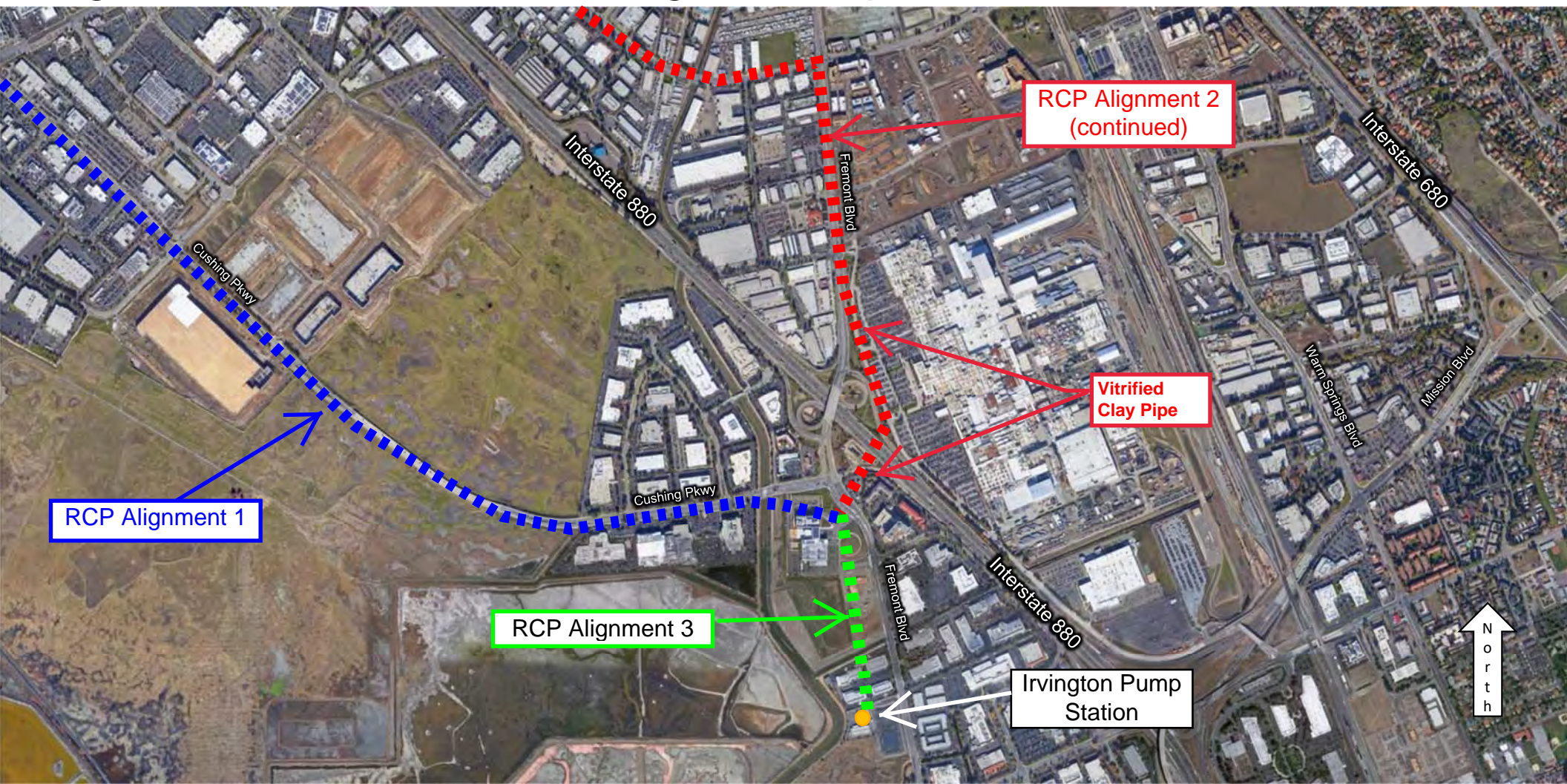


Figure 3. Blacow Rd. to Fremont Blvd.





Figure 4. Trunk Mains to Irvington Pump Station

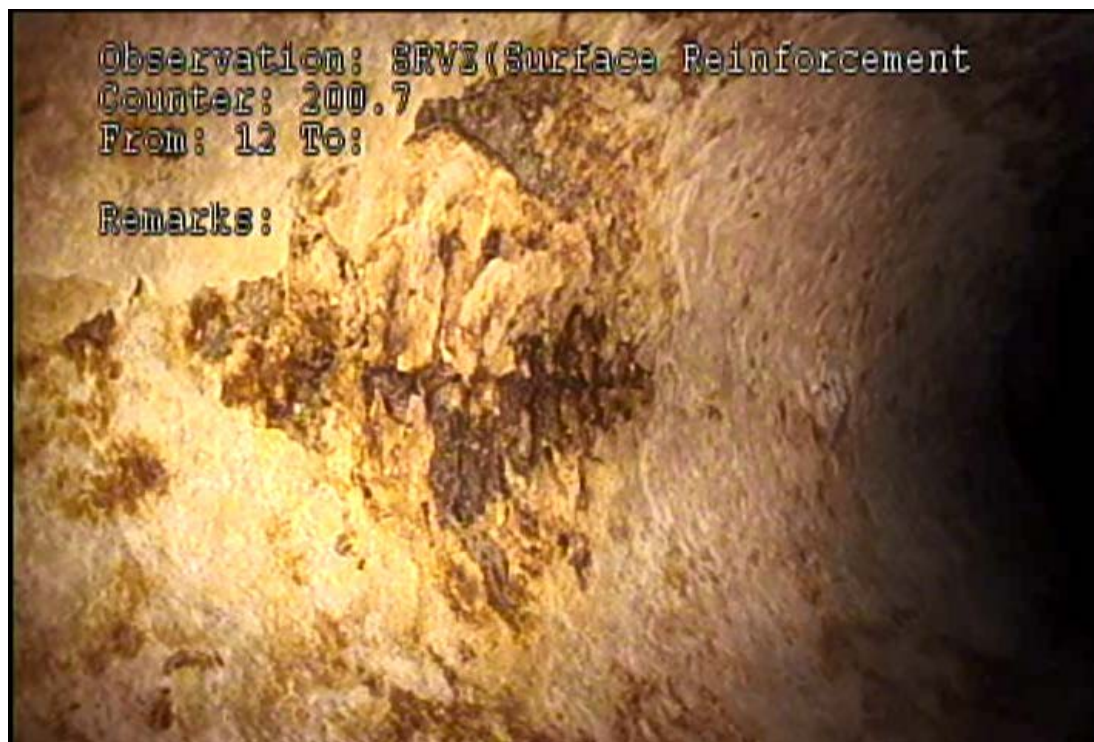




**Figure 5: RCP Defect Observations from CCTV Inspection**



Infiltration Gusher at joint observed in I21002 – I21005, no other defects observed in remainder of pipe.



Surface Reinforcement Visible observed in M20015 – L20001.

**Figure 6: RCP Defect Observations from CCTV Inspection**



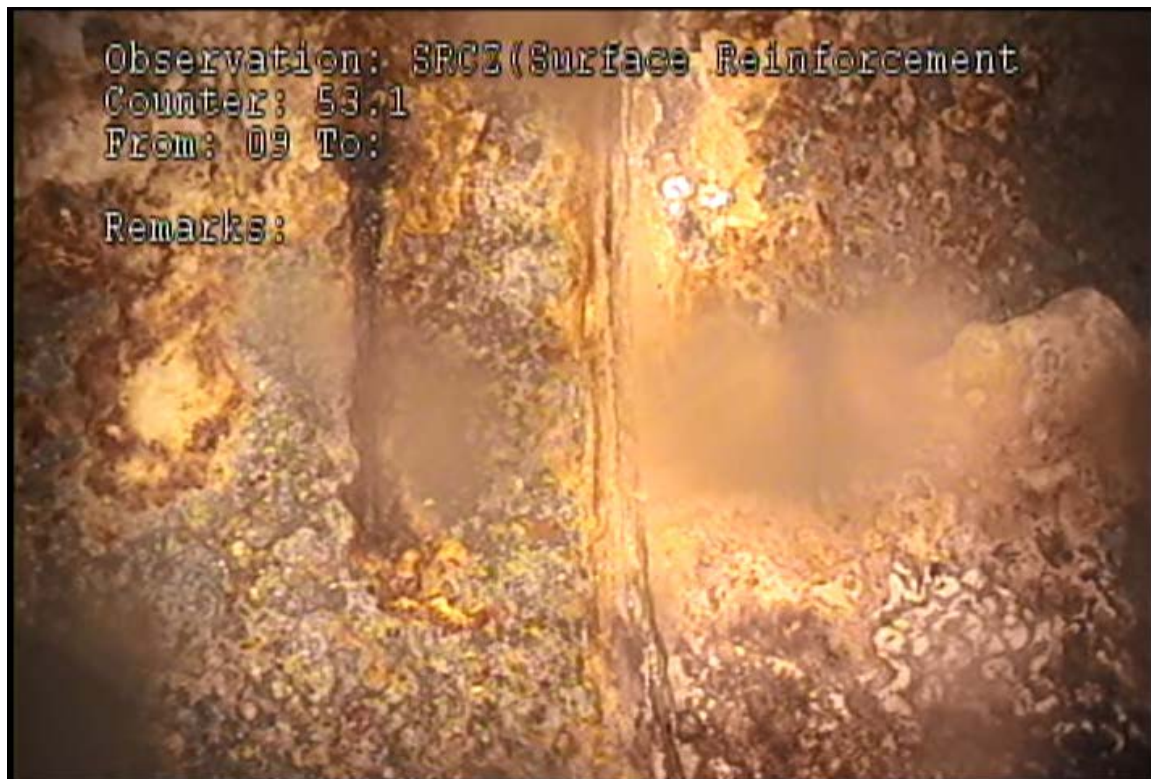
Surface Reinforcement Visible observed in N19018 - N19001



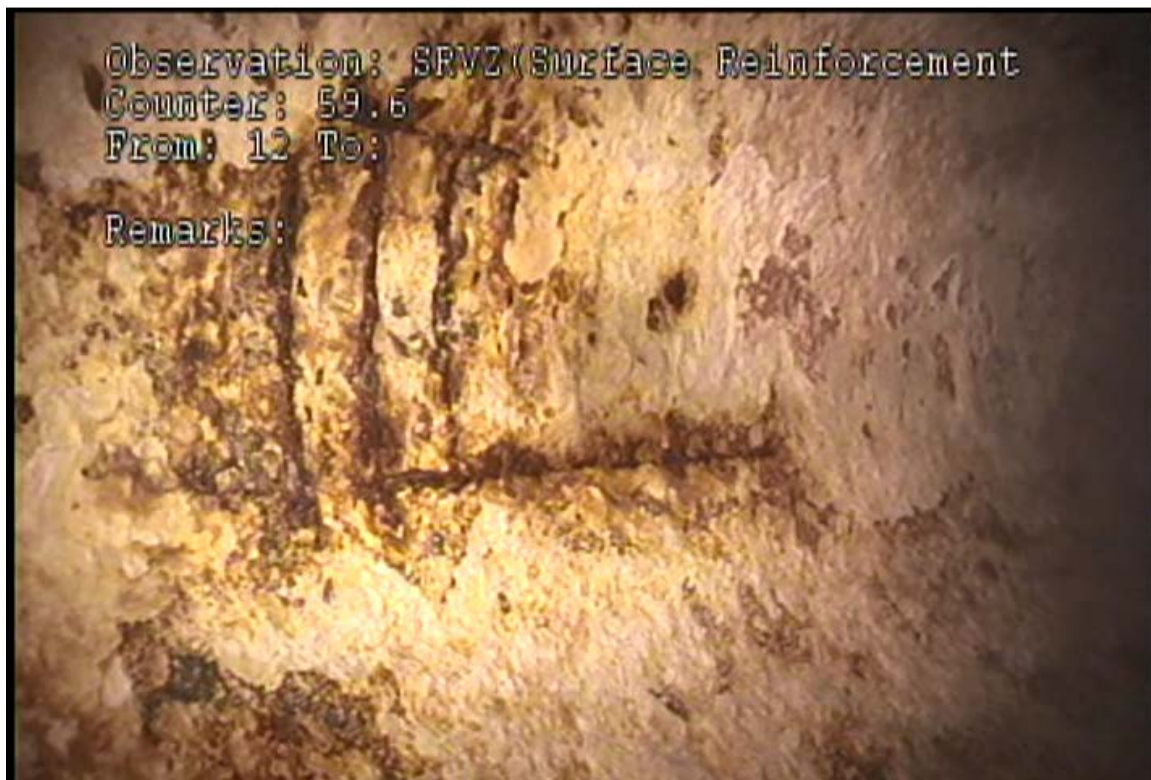
Surface Reinforcement Visible with Infiltration Runner observed in L18004 – L18005.



**Figure 7: RCP Defect Observations from CCTV Inspection**



Surface Reinforcement Visible observed in M20018 – M20005.



Surface Reinforcement Visible observed in M20009 – M20012.

**IRVINGTON BASIN REINFORCED CONCRETE PIPE  
REHABILITATION PROJECT  
AGREEMENT  
BETWEEN  
UNION SANITARY DISTRICT  
AND  
WOODARD & CURRAN, INC.  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT MADE AS OF \_\_\_\_\_, 2020, BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and WOODARD & CURRAN, INC. (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to rehabilitate reinforced concrete pipe sewer trunk mains in the Irvington Basin, and intends to design and construct the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project (hereinafter referred to as Project), and,

WHEREAS, District requires certain professional services in connection with the Project (hereinafter referred as Services); and

WHEREAS, Engineer is qualified and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

**ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER**

- 1.1 Specific Services and the associated scope of services, payment, schedule, and personnel will be defined in specific Task Order as mutually agreed by District and Engineer.
- 1.2 All Task Orders will by reference incorporate the terms and conditions of this Agreement, and become formal amendments hereto.

## ARTICLE 2 - COMPENSATION

2.1 Compensation for consulting services performed under this Agreement shall include:

- (1) Direct labor costs, multiplied by an agreed upon fixed factor (the Multiplier), to compensate for fringe benefits, indirect costs, and profit.
- (2) Non-labor direct project charge not included in the fixed factor and acceptable, without any markup.
- (3) Subconsultant costs, with a maximum markup of 5%.

Definitions are as follows:

- (a) Direct labor is salaries and wages paid to personnel for time directly chargeable to the project. Direct labor does not include the cost of Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, and medical and retirement benefits nor the cost of the time of executive and administrative personnel and others whose time is not identifiable to the project.
- (b) Fringe benefits include Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, medical and retirement benefits, incentive pay, tuition, and other costs classified as employee benefits.
- (c) Indirect costs are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Engineer's overhead. Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, statutory and customary employee benefits, and the time of executive and administrative personnel and others whose time is not identifiable to the Project or to any other project. Under no circumstances can the same labor costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.
- (d) The Multiplier is a multiplicative factor which is applied to direct labor costs, and compensates Engineer for fringe benefits and indirect costs (overhead) and profit.
- (e) Other non-labor direct project charges shall be included in the overhead and these charges include typical expenses as cost

of transportation and subsistence, printing and reproduction, computer time and programming costs, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities.

Alternatively, the District and the Engineer may agree to utilize the fully-encumbered hourly rates and fees for Services performed by the Engineer. These hourly rates and fees shall be based on the Engineer's rate schedule published at the time this Agreement or Task Order is executed and shall be attached to each applicable Task Order.

- 2.2 Reimbursement for mileage shall not exceed the prevailing Internal Revenue Service's standard mileage rate.
- 2.3 A *Cost Ceiling* will be established for each Task Order which is based upon estimated labor-hours and cost estimates. Costs as described above, comprising direct labor, overhead cost, and other direct costs, shall be payable up to a Cost Ceiling as specified in the Task Order. A *Maximum Fee Ceiling*, or *Task Order Firm Ceiling*, will also be established for each Task Order which includes the Cost Ceiling plus the Professional Fee.
- 2.4 Engineer shall invoice District monthly for the actual costs incurred, and a pro-rated portion of the Professional Fee for work performed during the previous month. If the Maximum Fee Ceiling is reached, the Engineer will complete the agreed-upon work for the Maximum Fee Ceiling. With District staff approval, labor hours may be reallocated within the tasks without renegotiation in such a manner so as not to exceed the Maximum Fee Ceiling.
- 2.5 The Engineer shall provide the District with a review of the budget amounts when 75 percent of the Cost Ceiling for any task has been expended. Engineer may request a revision in the Cost Ceiling for performance of this Agreement, and will relate the rationale for the revision to the specific basis of estimate as defined in the Scope of Services. Such notification will be submitted to the District at the earliest possible date. The authorized Cost Ceiling shall not be exceeded without written approval of the District.
- 2.6 The Professional Fee will not be changed except in the case of a written amendment to the Agreement which alters the Scope of Services. District and Engineer agree to negotiate an increase or decrease in Cost Ceiling and Professional Fee for any change in Scope of Services required at any time during the term of this Agreement. Engineer will not commence work on the altered Scope of Services until authorized by District.

- 2.7 Direct labor rates are subject to revision to coincide with Engineer's normal salary review schedule. Adjustments in direct labor rates shall not affect the firm ceiling without prior written authorization of the District.
- 2.8 District shall pay Engineer in accordance with each Task Order for Services.
- 2.9 Engineer shall submit monthly statements for Services rendered. District will make prompt monthly payments in response to Engineer's monthly statements.

### ARTICLE 3 - PERIOD OF SERVICE

- 3.1 Engineer's services will be performed and the specified services rendered and deliverables submitted within the time period or by the date stipulated in each Task Order.
- 3.2 Engineer's services under this Agreement will be considered complete when the services are rendered and/or final deliverable is submitted and accepted by District.
- 3.3 If any time period within or date by which any of the Engineer's services are to be completed is exceeded through no fault of Engineer, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

### ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

District will do the following in a timely manner so as not to delay the services of Engineer.

- 4.1 Provide all criteria and full information as to District's requirements for the services assignment and designate in writing a person with authority to act on District's behalf on all matters concerning the Engineer's services.
- 4.2 Furnish to Engineer all existing studies, reports and other available data pertinent to the Engineer's services, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer services of others required for the performance of Engineer's services hereunder, and Engineer shall be entitled to use and rely upon all such information and services provided by District or others in performing Engineer's services under this Agreement.

- 4.3 Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.
- 4.4 Perform such other functions as are indicated in each Task Order related to duties of District.
- 4.5 Bear all costs incident to compliance with the requirements of this Section.

#### ARTICLE 5 - STANDARD OF CARE

- 5.1 Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional Engineer under similar circumstance and Engineer shall, at no cost to District, re-perform services which fail to satisfy the foregoing standard of care.

#### ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

- 6.1 Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' , or vendors' methods of determining prices, or over competitive bidding or market conditions or economic conditions, Engineer's cost estimate and economic analysis shall be made on the basis of qualification and experience as a professional engineer.
- 6.2 Since Engineer has no control over the resources provided by others to meet contract schedules, Engineer's forecast schedules shall be made on the basis of qualification and experience as a professional Engineer.
- 6.3 Engineer cannot and does not guarantee that proposals, bids or actual project costs will not vary from his cost estimates or that actual schedules will not vary from his forecast schedules.

#### ARTICLE 7 - SUBCONTRACTING

- 7.1 No subcontract shall be awarded by Engineer until prior written approval is obtained from the District.



## ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

- 8.1 Engineer shall designate in writing an individual to have immediate responsibility for the performance of the services and for all matters relating to performance under this Agreement. Key personnel to be assigned by Engineer will be stipulated in each Task Order. Substitution of any assigned person shall require the prior written approval of the District, which shall not be unreasonably withheld. If the District determines that a proposed substitution is not responsible or qualified to perform the services then, at the request of the District, Engineer shall substitute a qualified and responsible person.

## ARTICLE 9 - OWNERSHIP OF DOCUMENTS

- 9.1 All work products, drawings, data, reports, files, estimate and other such information and materials (except proprietary computer programs, including source codes purchased or developed with Engineer monies) as may be accumulated by Engineer to complete services under this Agreement shall be owned by the District.
- 9.2 Engineer shall retain custody of all project data and documents other than deliverables specified in each Task Order, but shall make access thereto available to the District at all reasonable times the District may request. District may make and retain copies for information and reference.
- 9.3 All deliverables and other information prepared by Engineer pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by District or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Engineer; and District shall indemnify and hold harmless Engineer against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by District and Engineer.

## ARTICLE 10 - RECORDS OF LABOR AND COSTS

- 10.1 Engineer shall maintain for all Task Orders, records of all labor and costs used in claims for compensation under this Agreement. Records shall mean a contemporaneous record of time for personnel; a methodology

and calculation of the Multiplier for fringe benefits and indirect costs; and invoices, time sheets, or other factors used as a basis for determining other non-labor Project charges. These records must be made available to the District upon reasonable notice of no more than 48 hours during the period of the performance of this Agreement.

- 10.2 After delivery of Services (completion of Task Orders) under this Agreement, the Engineer's records of all costs used in claims for compensation under this Agreement shall be available to District's accountants and auditors for inspection and verification. These records will be maintained by Engineer and made reasonably accessible to the District for a period of three (3) years after completion of Task Orders under this Agreement.
- 10.3 Engineer agrees to cooperate and provide any and all information concerning the Project costs which are a factor in determining compensation under this Agreement as requested by the District or any public agency which has any part in providing financing for, or authority over, the Services which are provided under the Agreement.
- 10.4 Failure to provide documentation or substantiation of all Project costs used as a factor in compensation paid under Article 2 hereof will be grounds for District to refuse payment of any statement submitted by the Engineer and for a back charge for any District funds, including interest from payment; or grant, matching, or other funds from agencies assisting District in financing the Services specified in this Agreement.

## ARTICLE 11 - INSURANCE

Engineer shall provide and maintain at all times during the performance of the Agreement the following insurances:

- 11.1 Workers' Compensation and Employer's Liability Insurance for protection of Engineer's employees as required by law and as will protect Engineer from loss or damage because of personal injuries, including death to any of his employees.
- 11.2 Comprehensive Automobile Liability Insurance. Engineer agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability. This policy shall protect Engineer against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability for

Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 Combined Single Limit.

- 11.3 Comprehensive General Liability Insurance as will protect Engineer and District from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the Engineer's operations under this Agreement, which insurance shall name the District as additional insured. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence and aggregate. Such insurance will insure Engineer and District from any and all claims arising from the following:
1. Personal injury;
  2. Bodily injury;
  3. Property damage;
  4. Broad form property damage;
  5. Independent contractors;
  6. Blanket contractual liability.
- 11.4 Engineer shall maintain a policy of professional liability insurance, protecting it against claims arising out of negligent acts, errors, or omissions of Engineer pursuant to this Agreement, in an amount of not less than \$1,000,000. The said policy shall cover the indemnity provisions under this Agreement.
- 11.5 Engineer agrees to maintain such insurance at Engineer's expense in full force and effect in a company or companies satisfactory to the District. All coverage shall remain in effect until completion of the Project.
- 11.6 Engineer will furnish the District with certificates of insurance and endorsements issued by Engineer's insurance carrier and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled without at least thirty (30) days' prior written notice to the District. The certificates for liability insurance will show that liability assumed under this Agreement is included. The endorsements will show the District as an additional insured on Engineer's insurance policies for the coverage required in Article 11 for services performed under this Agreement, except for workers' compensation and professional liability insurance.
- 11.7 Waiver of Subrogation: Engineer hereby agrees to waive subrogation which any insurer of Engineer may acquire from Engineer by virtue of

the payment of any loss. Engineer agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Engineer, its employees, agents and subconsultants.

## ARTICLE 12 - LIABILITY AND INDEMNIFICATION

- 12.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Engineer agree to allocate such liabilities in accordance with this Article 12. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.
- 12.2 Engineer shall indemnify and save harmless the District and all of their agents, officers, and employees from and against all claims, demands, or causes of action of every name or nature to the extent caused by the negligent error, omission, or act of Engineer, its agents, servants, or employees in the performance of its services under this Agreement. In no event shall Engineer's costs to defend the District exceed the Engineer's proportionate percentage of negligence or fault, based upon a final judicial determination, except that if one or more defendants in an action are unable to pay its share of defense costs due to bankruptcy or dissolution, Engineer shall meet and confer with the other defendant parties regarding defense costs.
- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Engineer, Engineer agrees to defend District. In the event District accepts Engineer's defense, District agrees to indemnify and reimburse Engineer on a pro rata basis for all expenses of defense and any judgment or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of proportionate negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Engineer shall indemnify District against legal liability for damages arising out of claims by Engineer's employees. District shall indemnify Engineer against legal liability for damages arising out of claims by District's employees.
- 12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Engineer to the same extent.

- 12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
- 12.7 To the maximum extent permitted by law, Engineer's liability for District's damage will not exceed the aggregate compensation received by Engineer under this Agreement or the maximum amount of professional liability insurance available at the time of any settlement or judgment, which ever is greater.

#### ARTICLE 13 - INDEPENDENT CONTRACTOR

Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. District will have no right to supervise the methods used, but District will have the right to observe such performance. Engineer shall work closely with District in performing Services under this Agreement.

#### ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the Services, Engineer will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. Engineer shall procure the permits, certificates, and licenses necessary to allow Engineer to perform the Services. Engineer shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Task Order.

#### ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Engineer shall consider all information provided by District and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Engineer's performance of the Services to be proprietary unless such information is available from public sources. Engineer shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of District or in response to legal process.

#### ARTICLE 16 - TERMINATION OF CONTRACT

- 16.1 The obligation to continue Services under this Agreement may be terminated by either party upon seven days written notice in the event

of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

- 16.2 District shall have the right to terminate this Agreement or suspend performance thereof for District's convenience upon written notice to Engineer, and Engineer shall terminate or suspend performance of Services on a schedule acceptable to District. In the event of termination or suspension for District's convenience, District will pay Engineer for all services performed and costs incurred including termination or suspension expenses. Upon restart of a suspended project, equitable adjustment shall be made to Engineer's compensation.

#### ARTICLE 17 - UNCONTROLLABLE FORCES

- 17.1 Neither District nor Engineer shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either District or Engineer under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.
- 17.2 Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require Engineer or District to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. The Engineer will be allowed reasonable negotiated extension of time or adjustments for District initiated temporary stoppage of services.

#### ARTICLE 18 - MISCELLANEOUS

- 18.1 A waiver by either District or Engineer of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 18.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

#### ARTICLE 19 - INTEGRATION AND MODIFICATION

- 19.1 This Agreement (consisting of pages 1 to 14), together with all Task Orders executed by the undersigned, is adopted by District and Engineer as a complete and exclusive statement of the terms of the Agreement between District and Engineer. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Engineer pertaining to the Services, whether written or oral.
- 19.2 The Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Engineer.

#### ARTICLE 20 - SUCCESSORS AND ASSIGNS

- 20.1 District and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 20.2 Neither District nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer

from employing such independent engineers, associates, and subcontractors as he may deem appropriate to assist him/her in the performance of the Services hereunder and in accordance with Article 7.

- 20.3 Nothing herein shall be construed to give any rights or benefits to anyone other than District and Engineer.

## ARTICLE 21 – INFORMATION SYSTEM SECURITY

When the District determines this article is applicable, the Engineer shall obtain written approval from the District representative prior to accessing District internal systems through real-time computer connections. Upon approval, the Engineer will use only in-bound connections to accomplish a legitimate business need and a previously defined and approved task. As a condition of approval, the Engineer shall:

- a) Be running a current operating system supported by the District with up-to-date security patches applied as defined in the District COE/Non-COE document.
- b) Have anti-virus software installed on his/her personal computer with up-to-date virus signatures.
- c) Have personal firewall software installed and enabled on their computer.
- d) Understand and sign the District's Electronic Equipment Use Policy, number 2160.

The District reserves the right to audit the security measures in effect on Engineer's connected systems without prior notice. The District also reserves the right to terminate network connections immediately with all Engineer's systems not meeting the above requirements.

## ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

Engineer, at no additional expense to the District, shall conduct a background check for each of its employees, as well as for the employees of its subconsultants (collectively "Consultant Employees") who will have access to District's computer systems, either through on-site or remote access, or whose contract work requires an extended presence on the District's premises. The minimum background check process for any District consultant shall include, but not be limited to

1. California residents: Criminal Records (County and State Criminal Felony and Misdemeanor



2. Out of State residents: Federal criminal search of the National Criminal Database,

The background check shall be conducted and the results submitted to the District prior to initial access by Consultant Employees. If at any time, it is discovered that a Consultant Employee has a criminal record that includes a felony or misdemeanor, the Engineer is required to inform the District immediately and the District will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties, to determine whether the Consultant Employee will be placed or remain on a District assignment. The District may withhold consent at its sole discretion. The District may also conduct its own criminal background check of the Consultant Employees. Failure of the Engineer to comply with the terms of this paragraph may result in the termination of its contract with the District.

#### ARTICLE 23 - EXCEPTIONS

No exceptions.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

UNION SANITARY DISTRICT

WOODARD & CURRAN, INC.

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

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

Name: Paul R. Eldredge, P.E.

Name: David Richardson, P.E.

Title: General Manager/District Engineer

Title: Vice President

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

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

**IRVINGTON BASIN REINFORCED CONCRETE PIPE  
REHABILITATION PROJECT**

**TASK ORDER NO. 1**

**to**

**AGREEMENT BETWEEN  
UNION SANITARY DISTRICT  
AND  
WOODARD & CURRAN, INC.  
FOR  
PROFESSIONAL SERVICES**

**Dated \_\_\_\_\_, 2020**

**1. PURPOSE**

The purpose of Task Order No. 1 is to authorize the pre-design services for the Irvington Basin Reinforced Concrete Pipe (RCP) Rehabilitation Project (Project). The RCP sewer trunk mains consist of 33,000 linear feet of 33-inch to 48-inch diameter pipe in Fremont, CA. This network of gravity sewer pipes collects wastewater from the Irvington Basin and eventually terminates at the Irvington Pump Station (IPS) located at the southern end of the District.

The pre-design phase of the project includes condition assessment, rehabilitation alternatives analysis, project planning, phasing, and rehabilitation recommendations based on the Union Sanitary District's latest closed-circuit television (CCTV) inspection data.

**2. PROJECT COORDINATION**

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

**3. SCOPE OF SERVICES**

The Scope of Services includes the following tasks.

**Task 1 – Project Management and Meetings**

This task includes meetings, project management, and project quality control.

**Subtask 1.1 – Meetings.** Engineer shall hold a kickoff meeting and one progress meeting with District staff to discuss and review progress and significant action items. Engineer shall perform their site field reconnaissance visit to be scheduled after the kickoff meeting. Engineer shall prepare an agenda and meeting minutes for each meeting.

**Subtask 1.2 – Project Tracking, Invoicing and Communications.** Engineer shall prepare and submit progress reports with the monthly project invoice. Engineer shall provide regular project coordination, communication, and updates to the District to report progress on the project scope, budget, and schedule.

#### Task 1 Assumptions

- Meetings will be conducted virtually via Microsoft Teams. The Project Manager and Project Engineer will attend each meeting.
- Site visit will consist of an evaluation of surface site constraints and visual observation of manhole interiors from the surface. District will provide necessary access to manhole locations and remove manhole covers during site visit. No man-entry into the pipe or manholes will be conducted as part of the site visit.
- Total Project Management duration for this scope of work (including condition assessment, alternatives evaluation, agency notifications, and utility research) is up to 6 months.

#### **Task 2 – Condition Assessment and Rehabilitation Alternatives Evaluation**

This task includes the condition assessment of all the Irvington Basin RCP trunk sewer mains and the evaluation of RCP rehabilitation alternatives.

**Subtask 2.1 – Review Existing Information.** Engineer shall review and assess the existing CCTV inspection videos and associated inspection logs/data for approximately 33,000 linear feet of 33-inch to 48-inch diameter RCP trunk sewers. As part of its review, Engineer shall also identify if additional CCTV and/or manhole inspection data may be necessary to confirm the length and extent of the structural defects. Findings of this task will be used to complete the Draft Condition Assessment Summary and Rehabilitation Recommendation Report (Task 2.2). This scope includes identification of additional inspection data; however, this scope of work does not include review of any additional inspection data beyond the approximate 33,000 linear feet included in the original scope.

**Subtask 2.2 Draft Condition Assessment Summary and Rehabilitation Recommendation Report** – Engineer shall prepare a Draft Condition Assessment Summary and Rehabilitation Recommendation Report. The report will:

- Confirm previous Master Plan condition assessment findings for RCP trunk sewers in the Irvington Basin. Information provided in previous reports will not be presented (reproduced) as part of this Condition Assessment Summary and Rehabilitation Recommendation report.
- Use tables and figures to convey a summary of new findings associated with the existing condition of RCP trunk sewers in the Irvington Basin that were inspected by the District.

- Confirm project phasing by identifying which segments of the sewer pipelines require rehabilitation in the near term and which portions of the inspected pipeline can be deferred for future rehabilitation and/or replacement in the long-term. Confirm which segments of the sewer pipelines require repair beyond lining rehabilitation, if any.
- For near-term projects identified as part of this Task, evaluate up to three existing large diameter sewer rehabilitation lining systems available in the marketplace and recommend alternative(s) to be implemented for final design.

The rehabilitation recommendation will be developed based on constraints identified through a site field reconnaissance visit (Task 1) and consideration of the following as they relate to the proposed project:

- Constructability,
- Access requirements,
- Impacts to public/traffic,
- Permanent easement and temporary construction easement requirements,
- Permitting requirements,
- Bypass pumping/piping requirements,
- Size reduction of the rehabilitated pipeline and resulting hydraulic impacts to the trunk sewer, and
- Relative costs.

The evaluation will culminate in recommended rehabilitation method(s) for the basis of final design. Upon completion of this subtask, Engineer shall meet with the District (Task 1) to review condition assessment data, discuss rehabilitation recommendations, and next steps.

**Subtask 2.3 Final Condition Assessment Summary and Rehabilitation Recommendation Report** – Engineer shall incorporate District comments on the draft report and produce a final Condition Assessment Summary and Rehabilitation Recommendation Report.

**Subtask 2.4 Report QA/QC** – Engineer shall conduct an internal Quality Assurance/Quality Control (QA/QC) review of the report. QA/QC review shall be conducted by a qualified technical reviewer that did not participate in development of the report.

#### Task 2 Assumptions

- District will provide additional CCTV inspection and/or manhole inspection and data collection, as needed. Any CCTV inspection and manhole inspection are out of scope for this work, as is review of this additional data.
- If District's CCTV inspection did not include sonar data, estimates of sediment volume will be made using measurements of debris at manholes (to be collected by District).
- Public outreach will be conducted by the District as needed.

- A structural rehabilitation solution will be required. The three rehabilitation methods likely to be assessed are: cured-in-place pipe, spiral wound lining, and sliplining.
- District will provide report review within two weeks of receipt.

### **Task 3 – Utility Research**

Engineer shall submit an Underground Service Alert (U.S.A.) Design Ticket to generate a list of utility agencies/owners in the project area. Engineer shall contact and track communications with utility agencies/owners identified on the U.S.A. ticket. The initial contact (Utility “A” Letter) will request record drawings or other available utility mapping within the project area. Communications will be conducted via email, where available. This task is intended to provide information for future design work. No additional follow up will be conducted as part of this task after collecting existing utility data from listed utility agencies/owners.

#### Task 3 Assumptions

- Utility agencies/owners will respond to Utility “A” Letter request with existing infrastructure data within six weeks of the date of the Utility “A” Letter.
- Utility data will only be collected for the portions of the pipelines slated to be designed for rehabilitation as part of Task Order No. 2. These will be identified in the Condition Assessment Summary and Rehabilitation Recommendation Report (Task 2).

### **Task 4 – Permits, Licenses, and Agreements**

This task will allow for coordination with the permitting agencies and various stakeholders in the project including the City of Fremont, Alameda County Flood Control & Water Conservation District (ACFC&WCD), and Caltrans.

#### **Subtask 4.1 Permits**

- City of Fremont: Engineer shall contact the City via notification letter to determine if an encroachment permit will be required and what information will be required for a permit application.
- ACFC&WCD: The RCP pipelines are located in the Laguna Creek Watershed and Mowry Slough Watershed. If the Task 2 condition assessment work determines that the pipeline(s) within ACFC&WCD’s right-of-way will be included in the rehabilitation design, Engineer shall prepare and submit a letter to ACFC&WCD explaining the maintenance activity of rehabilitating the existing pipeline within their right-of-way. The letter will include a brief explanation of the benefits of rehabilitation and highlight how any rehabilitation construction would impact or conflict with their operations.
- Caltrans: The only portion of the pipeline within Caltrans right-of-way is between manhole I21002 and manhole J21009. Rehabilitation of this pipeline segment will likely be considered a maintenance activity and, as such, should not require a Caltrans Revocable

Encroachment Permit to complete construction. If this pipeline segment is identified under Task 2 to be included in the rehabilitation design, Engineer shall prepare a letter notifying Caltrans of the rehabilitation work. The letter will include a brief explanation of the benefits of rehabilitation, the work to be expected at the manholes, highlighting that no work is anticipated on Caltrans-owned traveled roadways and, as such, that no traffic control within Caltrans right-of-way is required.

#### Task 4 Assumptions

- No permit applications will be executed as part of this Task.
- The District will provide contact information for or conduct initial introduction with City of Fremont relevant to a City encroachment permit.
- Rehabilitation construction work is not anticipated to occur within ACFC&WCD right of way.
- Private property/public outreach assistance is out of scope.
- Meetings with Cities or Agencies are outside the scope of this work.
- Environmental review and/or documentation (e.g., CEQA) is out of scope.
- Supporting the District in obtaining permits from regulatory agencies not listed above is out of scope.

## **4. SERVICES PROVIDED BY THE DISTRICT**

The District shall provide the following services and furnish information as follows:

- Provide all existing District data and information related to the project tasks above.
- Resolve discrepancies in pipe inventory and/or CCTV inspection data as identified by Engineer.
- Provide input and review of condition assessment and rehabilitation decision criteria.
- Provide timely review of all project deliverables.

## **5. DELIVERABLES**

#### Task 1 Deliverables

- Project meeting agendas (PDF format, delivered electronically two days before the meeting)
- Project meeting minutes (PDF format, delivered electronically)
- Monthly invoice and progress report

#### Task 2 Deliverables

- Draft Condition Assessment Summary and Rehabilitation Alternatives Analysis Report (PDF format, delivered electronically)
- Final Condition Assessment Summary and Rehabilitation Alternatives Analysis Report (PDF format, delivered electronically)

#### Task 3 Deliverables

- U.S.A. Design Ticket and obtained record drawings/utility mapping (PDF format, delivered electronically)

#### Task 4 Deliverables

- City of Fremont Notification Letter
- Alameda County Flood Control & Water Conservation District Notification Letter
- Caltrans Notification Letter

## **6. PAYMENT TO THE ENGINEER**

Payment to the Engineer shall be as called for in Article 2 of the Agreement, shall be on a time and materials cost basis for the services provided, and shall be in accordance with the Engineer's schedule of hourly rates at the time the work is performed. Current rates are shown in Attachment 1. The billing rate schedule is based on an overall labor multiplier of 3.36 and a profit of 10 percent. Subconsultants and outside services shall be billed at actual cost plus 5%; other direct costs will be billed at actual cost and mileage will be billed at prevailing IRS standard rate.

The estimated costs for the work described in the Scope of Services are shown in Attachment 2. Total charges to the District shall not exceed \$104,815 without written authorization from the District.

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

<b>Task Order / Amendment</b>	<b>Not to Exceed Amount</b>	<b>Board Authorization Required?</b>	<b>District Staff Approval</b>
Task Order No. 1 – Condition Assessment and Rehabilitation Alternatives Evaluation	\$104,815	Yes	Paul R. Eldredge
<b>Total</b>	<b>\$104,815</b>		

## 7. TIME OF COMPLETION

The work defined in this Task Order shall be completed in 170 calendar days after the execution of this Task Order and subject to the conditions of Article 3 of this Agreement (there are no previously executed task orders or amendments). The schedule is shown in Attachment 3.

## 8. KEY PERSONNEL

Engineering personnel assigned to this Task Order No. 1 are as follows:

<u>Role</u>	<u>Key Person to be Assigned</u>
Principal-In-Charge/Technical Director	Dave Richardson
Project Manager	Jennifer Glynn
Project Engineer	Madison Veggian

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

All other terms and conditions of the Agreement remain unchanged.

In WITNESS HEREOF, the parties hereto have executed this Task Order No. 1 as of \_\_\_\_\_, 2020, and therewith incorporated it as part of the Agreement.

### DISTRICT:

UNION SANITARY DISTRICT

### ENGINEER:

WOODARD & CURRAN, INC.

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

By: \_\_\_\_\_  
David Richardson, P.E.  
Vice President

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

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



**Attachment 1**  
**USD Irvington Basin Reinforced Concrete Pipe - Task Order No. 1**  
**Rehabilitation Project**  
**Standard Rates**

2020 Standard Rates	
Labor Category	2020 Rate
Engineer 1 (E1) Scientist 1 (S1) Geologist 1 (G1) Planner 1 (P1) Technical Specialist 1 (TS1)	166
Engineer 2 (E2) Scientist 2 (S2) Geologist 2 (G2) Planner 2 (P2) Technical Specialist 2 (TS2)	192
Engineer 3 (E3) Scientist 3 (S3) Geologist 3 (G3) Planner 3 (P3) Technical Specialist 3 (TS3)	217
Project Engineer 1 (PE1) Project Specialist 1 (PS1) Project Geologist 1 (PG1) Project Planner 1 (PP1) Project Technical Specialist 1 (PTS1)	227
Project Engineer 2 (PE2) Project Specialist 2 (PS2) Project Geologist 2 (PG2) Project Planner 2 (PP2) Project Technical Specialist 2 (TS2)	242
Project Manager 1 (PM1) Technical Manager 1 (TM1)	257
Project Manager 2 (PM2) Technical Manager 2 (TM2)	273
Senior Project Manager (SPM) Senior Technical Manager (STM)	289
Senior Technical Practice Leader (STPL)	315
National Practice Leader (NPL)	320
Strategic Business Unit Leader (SBUL)	
Software Engineer 1 (SE1)	151
Software Engineer 2 (SE2)	170
Designer 1 (D1)	128
Designer 2 (D2)	159
Designer 3 (D3) Senior Software Developer (SSD)	164
Senior Designer (SD)	169
Project Assistant (PA)	113
Marketing Assistant (MA) Graphic Artist (GA)	121
Senior Accountant (SA) Senior Project Assistant Billing Manager (BM)	132
Marketing Manager (MM) Graphics Manager (GM)	153

*Note: The individual hourly rates include salary, overhead and profit. Other direct costs (ODCs) such as reproduction, delivery, mileage (as allowed by IRS guidelines), and travel expenses will be billed at actual cost. Subconsultants will be billed as actual cost plus 5%. Woodard & Curran, Inc., reserves the right to adjust its hourly rate structure at the beginning of each year for all ongoing contracts.*

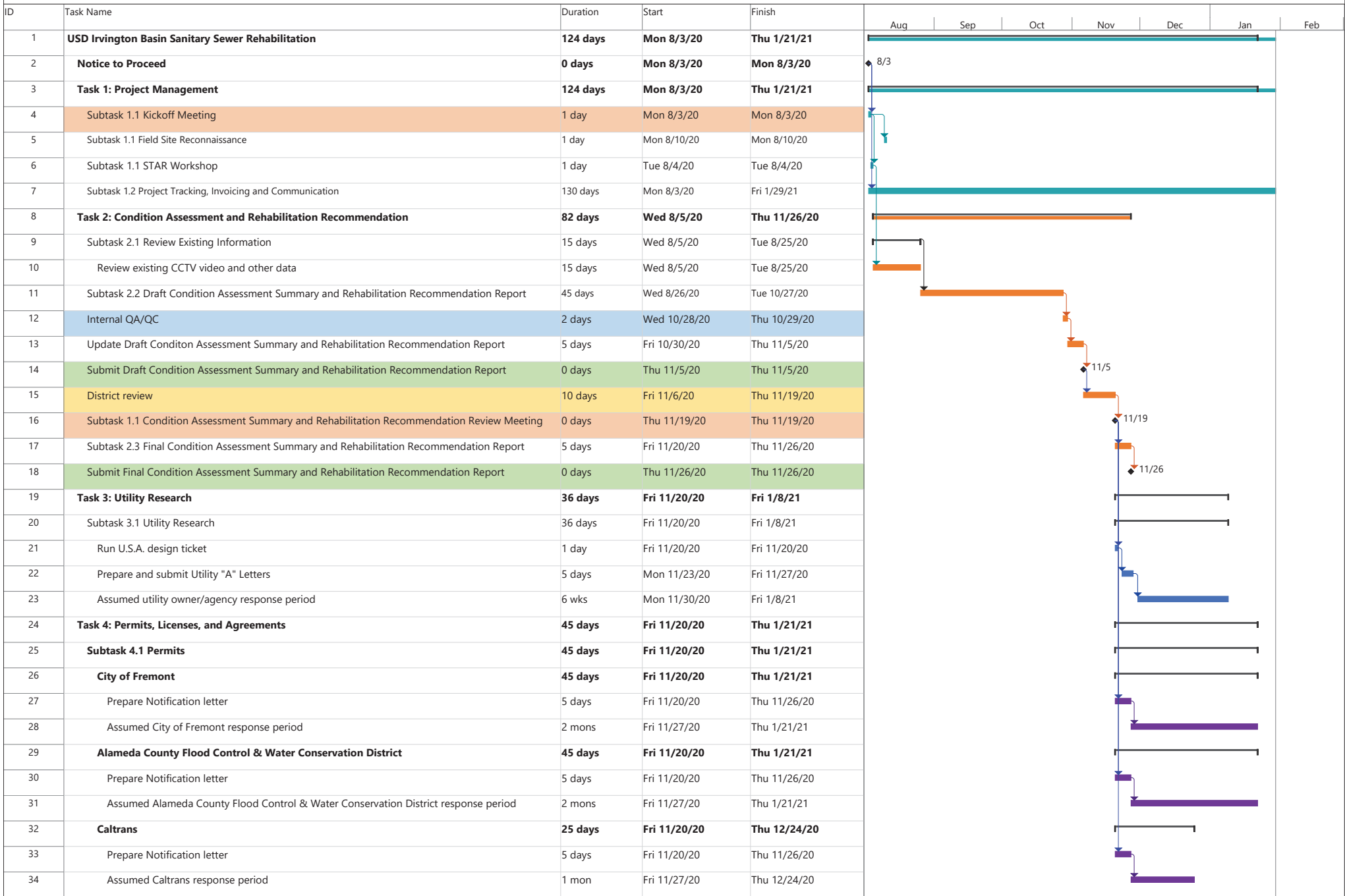
Attachment 2 Fee Estimate

Union Sanitary District  
Irvington Basin Reinforced Concrete Pipe Rehabilitation Project



Tasks	Labor										Total Hours	Total Labor Costs (1)	ODCs	Total Fee
	Dave Richardson	Jennifer Glynn	Madison Veggian	Glenn Hermanson	Gisa Ju	Mike Matson	Staff Engineer	CAD	Admin	Graphics				
	Principal-In-Charge	Project Manager	Project Engineer	QA/QC Review	Master Plan Coordination	Constructability Review	Staff Engineer	CAD Designer	Project Assistant	Graphic Artist				
	SLL	STPL	PE2	STPL	STPL	SLL	E2	D3	PA	GA				
	\$320	\$315	\$242	\$315	\$315	\$320	\$192	\$164	\$113	\$121				
Task 1: Project Management and Meetings														
1.1 Project Meetings											0	\$0		\$0
Kickoff Meeting	2	2	4		2	2					12	\$3,508		\$3,508
Site Visit		8	8								16	\$4,456	\$200	\$4,656
Condition Assessment and Alternatives Evaluation Review Meeting		2	4								6	\$1,598		\$1,598
1.2 Project Tracking, Invoicing and Communications (6 months)	4	24	10						8		46	\$12,164		\$12,164
Subtotal Task 1:	6	36	26	0	2	2	0	0	8	0	80	\$21,726	\$200	\$21,926
Task 2: Condition Assessment and Rehab Alternatives Evaluation														
2.1 Review Existing Information		32	90				10				132	\$33,780		\$33,780
2.2 Draft Condition Assessment Summary and Rehab Recommendations Report		24	40				20			4	88	\$21,564		\$21,564
2.3 Final Condition Assessment Summary and Rehab Recommendations Report		12	32							4	48	\$12,008		\$12,008
2.4 Report QA/QC			8	4	4	4					16	\$5,060		\$5,060
Subtotal Task 2:	0	68	162	8	4	4	30	0	0	8	284	\$72,412	\$0	\$72,412
Task 3: Utility Research														
3.1 Utility Research (10 Agencies)			4				24				28	\$5,576	\$200	\$5,776
Subtotal Task 3:	0	0	4	0	0	0	24	0	0	0	28	\$5,576	\$200	\$5,776
Task 4: Permits, Licenses, and Agreements														
4.1 Permits											0	\$0		\$0
4.1.1 City of Fremont Notification Letter		1	2				4				7	\$1,567		\$1,567
4.1.2 Alameda County Flood Control & Water Conservation District Notification Letter		1	2				4				7	\$1,567		\$1,567
4.1.3 Caltrans Notification Letter		1	2				4				7	\$1,567		\$1,567
Subtotal Task 4:	0	3	6	0	0	0	12	0	0	0	21	\$4,701	\$0	\$4,701
TOTAL	6	107	198	8	6	6	66	-	8	8	413	\$ 104,415	\$ 400	\$ 104,815

1. The individual hourly rates include salary, overhead and profit.  
2. Subconsultants 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. Woodward & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.



**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**JULY 27, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 12**

**TITLE:** Consider Creating an Enhanced Treatment and Site Upgrade (ETSU) Program Ad Hoc Committee and Appointing Two Board Members to the Committee  
*(This is a Motion Item)*

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

**Recommendation**

Staff recommends the Board consider creating an Enhanced Treatment and Site Upgrade (ETSU) Program ad hoc committee and appointing two Board members to the ad hoc committee.

**Previous Board Action**

None.

**Background**

The ETSU Program was developed to serve as a roadmap for the treatment plant's infrastructure, and design of Phase 1A of the Program has begun. Due to the size and scope of the ETSU Program, staff recommends the Board consider creation of an ad hoc committee to receive detailed updates regarding the Program. Staff would continue to present ETSU items at regular Board meetings and Board Workshops. The ad hoc would meet as needed, but no less than quarterly, during the duration of the ETSU Program.

Ad hoc committees are temporary advisory committees composed solely of less than a quorum of the legislative body that serves a limited or single purpose, is not perpetual and will dissolve once its specific task is completed. Ad hoc committees are not subject to the Brown Act. Given

its limited and temporary purpose, the proposed ETSU Program ad hoc committee would not be subject to the Brown Act.

If the Board creates the Enhanced Treatment and Site Upgrade (ETSU) Program ad hoc Committee, staff recommends the Board appoint two Board members to serve on the committee.

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**JULY 27, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 13**

**TITLE:** Discuss Union City's Potential Ballot Measure to Authorize a Utility Users Tax  
*(This is a Direction Item)*

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

**Recommendation**

Staff recommends the Board receive information regarding the City of Union City's potential ballot measure to authorize a utility users tax on utilities, including water and sewer, and provide direction as needed.

**Previous Board Action**

None.

**Background**

General Manager Eldredge and District Counsel Murphy will provide information regarding the City of Union City's potential ballot measure to authorize a utility users tax on utilities, including water and sewer.

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**JULY 27, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 14**

**TITLE:** **Consider Directing Staff to Prepare an Electronic Signature Policy (*This is a Direction Item*)**

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

**Recommendation**

Staff recommends the Board consider directing staff to prepare an Electronic Signature policy.

**Previous Board Action**

None.

**Background**

President Handley directed staff to research the ability of staff to implement the use of electronic signatures in light of the ongoing COVID-19 emergency and the added difficulty in obtaining signatures. In summary, the District can implement the use of electronic signatures for the execution of letters, permits, contracts, and other internal or contractual records, but should still require “wet” signatures for legislative documents, such as ordinances, resolutions and minutes.

California Government Code section 16.5 authorizes public entities to accept “digital signatures” if they comply with certain verification procedures and security standards. In addition, California Civil Code section 1633.1 *et seq.*, known as the Uniform Electronic Transactions Act (UETA), allows for and sets forth standards that govern electronic records and

electronic signatures. Use of electronic signatures must comply with these requirements in order to bind signatories in the same manner as a “wet” signature. Both Government Code section 16.5 and the UETA specifically refer to and address the execution of contracts or agreements where two parties are agreeing to be bound by and accept electronic signatures. These code sections do not, however, address the use of electronic signatures for legislative documents, such as ordinances and resolutions. As legislative documents are not similar to contracts, where two parties agree to be bound by electronic signature, and are not specifically allowed to be signed electronically, legislative documents should still be signed via “wet” signature. This is consistent with the determination of other local agencies that have adopted electronic signature policies.

In addition to researching the legal requirement to accept electronic signatures, District staff has also researched the technology required to implement the use of electronic signatures in accordance with the law. Staff has determined that such use could be implemented internally through DocuSign or other verification means.

In order to use electronic signatures, the Board should adopt a policy governing such use to ensure that electronic signatures meet the requirements of state law and are, thus, binding. The policy would include, among other things, (a) definitions, (b) requirements for electronic signatures, such as verification and data requirements, and (c) the types of documents for which electronic or digital signatures are acceptable.

If the Board desires to move forward with an Electronic Signature Policy, staff will prepare a policy for consideration at a future Board meeting.



**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**JULY 27, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 15**

**TITLE:** **Legislative Update on State and National Issues of Interest to the Board**  
***(This is an Information Item)***

**SUBMITTED:** Paul R. Eldredge, General Manager/District Engineer  
Michelle Powell, Communications and Intergovernmental Relations  
Coordinator

**Recommendation**

Information only.

**Previous Board Action**

11/11/2019 Board Meeting – the USD Board received a legislative update on state and national issues.

**Background**

The Board was last updated on state and national issues at its November 11, 2019 meeting. A report on regional issues was presented at the July 13, 2020 Board meeting. This report covers state and national issues. If there are any additional information or a different format desired by the Board, staff will incorporate feedback into future reports.

Following are summaries of information staff believes would be most significant to the Board. Attached is a comprehensive list of state legislation tracked in 2020 by an industry association. This document and its attached list contain the most updated information available as of the publishing date of this staff report.

### **State Legislature 2019 - 2020 session:**

The Assembly recessed on June 19, making a brief return to vote on budget trailer bills and constitutional amendments. The Senate began its recess on July 2. Both houses were set to return on July 13, with legislators having until August 31 to pass any pending legislation; however, the Capitol was closed and the Legislative session paused after an Assembly member and four staff members tested positive for COVID-19. Currently, the Assembly and Senate are scheduled to return on Monday, July 27<sup>th</sup>. The legislature is working on a shortened timeline and limiting legislation to those that are urgent, related to COVID-19, or those that lack opposition.

### **State Budget:**

The State Legislature approved the state's budget package, which was signed by the Governor in late June after he issued a budget emergency proclamation to make additional resources available to fund the state's ongoing emergency response to the pandemic. Both chambers had previously passed a "placeholder" budget on June 15 to meet a constitutionally mandated deadline. In addition, the Legislature passed nearly a dozen trailer bills needed to implement provisions of the budget.

While cuts related to state worker pay initially proposed by Governor Newsom have been revised to a 10 percent pay cut and working two days without pay each month which can be taken off as personal leave at a later date, the compromise budget package still includes alterations to various programs based on the receipt of federal funds. According to the Senate Budget and Fiscal Review Committee, the final budget agreement differs from the previous one by:

- Not relying on additional Rainy-Day Funds, Safety Net Reserve Funds, or the Public Employee Retirement System deferral if additional funds do not materialize; the agreement relies upon updated baseline forecast adjustments to revenues and expenditures and an increased Proposition 98 deferral
- Adopting an approach that assumes cuts and then restores programs if Congress and President Donald Trump provide another round of stimulus funding

Total General Fund expenditures for the 2020-21 fiscal year are estimated to be \$133.9 billion. In addition, reserves would be approximately \$11.4 billion, including \$2.6 billion within the regular reserve fund, \$450 million in the Safety Net Reserve fund, and \$8.3 billion in the Rainy-Day Fund.

In terms of local government COVID-19 response, the Legislature's budget sent to the Governor does include limited CARES Act appropriations to cities and counties, but not to special districts. The state's appropriation of that funding is consistent with the US Treasury guidelines, which do not delegate special districts as eligible.

### **State Legislation:**

#### **AB 1484 (Grayson) Mitigation Fee Act: housing developments.**

The Mitigation Fee Act requires a local agency that establishes, increases, or imposes a fee as a

condition of approval of a development project to, among other things, determine a reasonable relationship between the fee's use and the type of development project on which the fee is imposed. This bill would prohibit a local agency from imposing a housing impact requirement adopted by the local agency on a housing development project, as defined, unless specified requirements are satisfied by the local agency, including that the housing impact requirement be roughly proportional in both nature and extent to the impact created by the housing development project. The bill would preclude agencies from using a "buy-in" fee methodology for purposes of calculating their connection and capacity charges.

**Position: League of CA Cities - Oppose**

**Status: Passed Assembly; in Senate**

**AB 1672 (Bloom) Solid Waste. Nonwoven Disposable Products.**

This California Association of Sanitation Agencies (CASA)-sponsored measure would require labels indicating a product should not be flushed on specified nonwoven disposable products. Recent amendments to the bill are the result of several months of negotiations between CASA, the National Stewardship Action Council (NSAC), the Association of Nonwoven Fabrics Industry (INDA), the Household and Consumer Product Association (HCPA) and several of the large manufacturers. The amendments represent a consensus agreement and require the "Do Not Flush" symbol and warning notice to appear on all non-flushable wipes products such as diaper wipes, baby wipes, and cosmetic wipes. Additionally, the bill requires the manufacturers of these products to execute mandatory education and outreach campaigns explaining the labeling requirements to consumers, which will also be coupled with a wastewater collection study to evaluate consumer behavior.

**Position: CASA – Sponsor; League of CA Cities - Support**

**Status: Passed Assembly; in Senate**

**SB 45 (Allen) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020.**

This measure would put a \$5.51 billion bond for wildfire prevention, safe drinking water, drought preparation, and flood protection programs on the November 2020 ballot for voter approval.

**Position: League of CA Cities – Support**

**Status: Passed Senate; in Assembly**

**AB 3256 (Garcia) Economic Recovery, Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020.**

Would enact the Economic Recovery, Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which would place a \$6.98 billion general

obligation bond before voters on the November 2020 ballot to finance projects for an economic recovery, wildfire prevention, safe drinking water, drought preparation, and flood protection program, including the following:

- \$1.625 billion for wildfire prevention and climate risk reduction
- \$1.1 billion for protection of coastal lands, bays, and oceans from climate risks
- \$1.355 billion for protection of water supplies from droughts, reducing flood risk and safe drinking water
- \$1.3 billion for the protection of California’s wildlife, biodiversity, fisheries, and working and agricultural lands from climate risks
- \$1.6 billion for regional climate resilience projects

**Position: CSDA – Support if amended 2; CASA – Watch**

**Status: Still in Assembly; could potentially be moved with the approval of Legislative leadership**

**AB 3163 (Salas) Energy: biomethane: procurement.**

Current law requires the Public Utilities Commission, in consultation with the State Air Resources Board, to consider adopting specific biomethane procurement targets or goals for each gas corporation so that each gas corporation procures a proportionate share, as determined by the commission, of biomethane annually, as specified. Current law defines “biomethane” for that purpose as biogas that meets specified standards adopted by the commission for injection into a common carrier pipeline. This bill would instead define “biomethane” for that purpose as methane produced from an organic waste feedstock, rather than biogas, that meets those specified standards and is either produced from the anaerobic decomposition of organic material or produced from the noncombustion thermal conversion of specified materials.

**Position: CASA: Support**

**Status: Passed Assembly; in Senate**

**AB 1567 (Aguiar-Curry) Organic waste: scoping plan.**

Would, on or before December 31, 2021, require the Strategic Growth Council, in consultation with stakeholders and relevant permitting agencies, to prepare and submit to the Legislature a report that provides a scoping plan for the state to meet its organic waste, climate change, and air quality mandates, goals, and targets and would require the scoping plan to include, among other things, recommendations on policy and funding support for the beneficial reuse of organic waste.

**Position: CASA – Watch; CSDA – Watch**

**Status: Passed Assembly; in Senate**

**AB 2560 (Quirk) Water quality: notification and response levels: procedures.**

This bill requires the State Water Resources Control Board to post on its internet website and distribute through email information when it initiates the development of a Notification Level (NL) or Response Level (RL) for a contaminant. Specifically, this bill requires the State Water Board to do all of the following:

- Post on its internet website and distribute through e-mail information explaining it has initiated the development of a NL or RL
- Post on its internet website and distribute through e-mail a notice that a draft NL or RL is available, including documents that were used to support the draft NL or RL, and whether or not those documents were peer reviewed
- Include, prior to finalizing a NL or RL, as an information item, the draft NL or RL at a regularly noticed meeting

**Position: CSDA – Support 3, CASA – Support; California Municipal Utilities Association (CMUA) – Sponsor**

**Status: Passed Assembly; in Senate**

**AB 2333 (Quirk) Waste: releases: remedial action: local oversight.**

Whenever a release of waste occurs and remedial action is required, current law authorizes a responsible party for the release to request that a local officer supervise the remedial action. Current law requires a local officer to provide written notification, that includes specified information, to the Department of Toxic Substances Control and the appropriate regional water quality control board at least 10 working days before entering into a remedial action agreement with a responsible party. Current law authorizes a local officer to provide a responsible party with a letter or other document that describes the release of waste that occurred and the remedial action taken and certifies that the cleanup goals embodied in the remedial action agreement were accomplished. This bill would authorize a responsible party to request the local officer to oversee the remedial action only if the release is not being overseen by the department or a regional water quality control board.

**Position: CASA – Watch; CSDA - Watch**

**Status: Passed Assembly; in Senate**

**AB 2592 (Garcia) Reduction of human remains and the disposition of reduced human remains.**

The Cemetery and Funeral Act provides for the licensure and regulation of cemeteries, crematoria, hydrolysis facilities, cremated remains disposers, funeral establishments, and their personnel by the Cemetery and Funeral Bureau within the Department of Consumer Affairs. Current law creates the Cemetery and Funeral Fund, which is continuously appropriated for the purpose of implementing the act. Under existing law, the violation of the act is a misdemeanor. Current law provides for the disposition of human remains and makes specified acts relating to human remains, including improperly disposing of human remains, a crime. This bill would require the bureau to license and regulate reduction facilities, as defined, and would enact requirements applicable to reduction facilities substantially similar to those applicable to crematoria and hydrolysis facilities.

**Position:** CSDA – Watch; CASA – Seek info

**Status:** Passed Assembly; in Senate

**SB 1215 (Stern) Electricity: microgrids.**

This bill proposes changes to existing law in order to promote the use of microgrids, as defined, for electric generation. Specifically, this bill requires the California Public Utilities Commission (CPUC) to create a database of critical facilities and infrastructure and requires the CPUC and the California Independent System Operator (CAISO) to develop a methodology to account for the resource adequacy value of distributed storage by March 31, 2021. This bill would require the CPUC, in consultation with the Office of Emergency Services, to create a database of critical facilities and critical infrastructure, and related critical circuits that are located in tier 2 or tier 3 high fire-threat districts served by electrical corporations, and identify with respect to each whether it serves low-income households or low-income communities, as defined. The bill would require an electrical corporation, upon request, to collaborate with local governments or community choice aggregators within its service area to identify critical circuits and microgrid projects.

**Position:** CSDA – Watch; CASA – Watch

**Status:** Passed Senate; in Assembly

**AB 2178 (Levine) Emergency Services.**

This measure would amend the California Emergency Services Act to additionally include “deenergization,” defined as a planned public safety power shutoff, within those conditions constituting a state of emergency and a local emergency.

**Position:** League of CA Cities - Support

**Status:** Passed Assembly; in Senate

**SB 1099 (Dodd) Emergency Backup Generators. Critical Facilities. Order for Abatement.**

**Stipulations.**

This measure would require air districts to develop stipulations for an order of abatement that would allow permitted facilities to use backup generators exceeding hour limits, if facilities choose to enter into a stipulated order of abatement (SOA) with the local air district. This measure would dictate some terms of that SOA, including reporting of use, and a schedule for replacing older polluting generators with the cleanest, feasible, applicable technology that is economically feasible.

**Position: CASA – Support in concept; League of CA Cities: Pending**

**Status: Passed Senate; in Assembly**

**SB 1185 (Moorlach) Emergency Backup Generators. Emergency Variance. Operation during Deenergization Events.**

This measure would require a facility permittee, when applying for an emergency variance from backup generator runtime rules, to demonstrate they are using the cleanest, feasible, available backup power source. This includes, but is not limited to, natural gas-powered generators.

**Position: League of CA Cities – Oppose; CASA – referred to CASA legislative subcommittee**

**Status: Passed Senate; in Assembly**

**SB 952 (Nielsen) Sales and use taxes: exemption: backup electrical generators: deenergization events.**

This bill would, among other things, provide a sales and usage tax exemption for “backup generator resources” (as defined) when a city, county, special district, or other entity of local government purchases the product for exclusive use during a deenergization event (as defined), for calendar years 2020 through 2025.

State law does not provide public agencies, such as cities, counties, and transit and transportation agencies, with a blanket exemption from the sales and use tax but does contain exemptions and other provisions for specific groups. As a result, public agencies pay sales and use taxes like any other entity, except for the federal government.

This bill would provide a tax exemption for the sale of, or the storage, use, or consumption of, a backup electrical resource that is purchased for exclusive in powering a critical facility by a city, county, city and county, special district, or other political subdivision during deenergization events and the purchaser provides to the seller a written statement with regard to these facts. CSDA’s 6/23/20 update notes amendments have been requested to expand the scope of allowed use for generators procured to apply to any power outage event.

**Position: CSDA – Support if Amended 3**

**Status: Passed Senate; in Assembly**

**SB 1044 (Allen) Firefighting Equipment and Foam. PFAS Chemicals.**

This measure would prohibit the use of firefighting foam containing perfluoroalkyl and polyfluoroalkyl substances (PFAS) chemicals, except where federally required, and would require notification of the presence of PFAS in the protective equipment of firefighters.

**Position: CASA – Support Concept; League of CA Cities: Support**

**Status: Passed Senate; in Assembly**

**SB 865 (Hill) Excavations. Subsurface Installations.**

This measure would strengthen safe excavation practices by increasing collaboration between excavators and operators, requiring data sharing amongst key stakeholders, and moving the Dig Safe Board to the Office of Energy Infrastructure Safety. Entities that violate the requirements of SB 865 would face civil penalties.

**Position: League of CA Cities - Support**

**Status: Passed Senate; in Assembly**

**AB 2473 (Cooper) Public Investment Funds.**

This measure would exempt specified records from disclosure under the California Public Records Act regarding an internally managed private loan made directly by a public investment fund, including quarterly and annual financial statements of the borrower or its constituent owners, unless the information has already been publicly released by the keeper of the information.

**Position: League of CA Cities – Support**

**Status: Passed Assembly; in Senate**

**AB 78 (Committee on Budget) Bergeson-Peace Infrastructure and Economic Development Bank.**

The bill creates the Climate Catalyst Revolving Loan Fund within the State Treasury and makes the moneys in the fund available for expenditure, upon appropriation by the Legislature. The bill requires the California Infrastructure and Economic Development Bank to administer the Climate Catalyst Revolving Loan Fund and would authorize the bank, under the Climate Catalyst Revolving Loan Fund Program, to provide financial assistance to any eligible sponsor or participating party for eligible climate catalyst projects, either directly to the sponsor or participating party or to a lending or financial institution, as specified.

Bill language defines “climate catalyst projects” as any building, structure, equipment,



infrastructure, or other improvement within California, or financing the general needs of any sponsor or participating party for operations or activities within California that are consistent with, and intended to, further California's climate goals, activities that reduce climate risk, and the implementation of low-carbon technology and infrastructure.

**Budget Trailer Bill**

**Status: Chaptered into law 6/29/2020**

**AB 860: (Berman) Elections: vote by mail ballots.**

On June 1, 2020, Governor Newsom signed this bill to send all California voters a mail-in ballot for the November election. The bill was effective immediately, adding protections in case the spread of COVID-19 hampers in-person voting this fall. The bill's passage also resolved many of the legal questions raised by Newsom's attempt to send out ballots through an executive order.

**Status: Chaptered into law 6/18/20**

**EMPLOYMENT-RELATED BILLS**

**AB 2999 (Low) Employees. Bereavement Leave.**

This measure would enact the Bereavement Leave Act of 2020. The bill would require an employer to grant an employee up to 10 business days of unpaid bereavement leave upon the death of a spouse, child, parent, sibling, grandparent, grandchild, or domestic partner, in accordance with certain procedures, and subject to certain exclusions. The bill would prohibit an employer from interfering with or restraining the exercise or attempt to exercise the employee's right to take this leave. This bill would authorize an employee who has been discharged, disciplined, or discriminated against for exercising their right to bereavement leave to file a complaint with the Division of Labor Standards Enforcement or bring a civil action against their employer for reinstatement, specified damages, and attorney's fees.

**Position: League of CA Cities – Oppose**

**Status: Passed Assembly; in Senate**

**AB 3216 (Kalra) Employee Leave. Authorization.**

This measure would revise and recast provisions under the Moore-Brown-Roberti Family Rights Act, or California Family Rights Act, to make it an unlawful employment practice for any employer to refuse grant a request by an employee, with qualified employment service, to take up to 12 workweeks of unpaid protected leave during any 12-month period for family care and medical leave, including birth of the employee's child or adoption, to care for the employee's own medical condition, or for a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, as specified. The bill would also make it an unlawful business practice for an employer to refuse to grant an employee up to 12 workweeks of leave in a 12-month period for emergency leave, as defined.

**Position: League of CA Cities – Oppose**

**Status: Passed Assembly; in Senate**

**SB 1159 (Hill) Workers' Compensation. COVID-19. Critical Workers.**

This measure would, until an unspecified date, define “injury” for a critical worker, as specified, to include illness or death that results from exposure to COVID-19 under specified circumstances. The bill would create a disputable presumption, as specified, that an injury that develops or manifests itself while a critical worker is employed arose out of and in the course of the employment.

**Position: CASA – Watch Close; League of CA Cities: Note Concerns**

**Status: Passed Senate; in Assembly**

**SB 1173 (Durazo) Public Employment. Labor Relations. Employee Information.**

This measure would generally authorize an exclusive representative to file a charge of an unfair labor practice with the Public Employment Relations Board, as specified, alleging a violation of the requirements to provide employee information. Current law requires public employers to provide certain labor representatives with the names and home addresses of newly hired employees, as well as their job titles, departments, work locations, telephone numbers, and personal email addresses, within 30 days of hire or by the first pay period of the month following hire. Current law also requires the public employers to provide this information for all employees in a bargaining unit at least every 120 days, except as specified.

**Position: League of CA Cities – Oppose**

**Status: Passed Senate; in Assembly**

**PLANNING AND ZONING BILLS**

**AB 1279 (Bloom) Housing Developments. High-resource Areas.**

This measure would require the Department of Housing and Community Development (HCD) to designate areas in this state as high-resource areas by Jan. 1, 2021, and every five years thereafter. In any area designated as a high-resource area, this measure would require cities, at the request of a developer, to allow up to fourplexes in single-family zones and up to 100 units per acre in commercial zones. These projects shall receive ministerial approval (use by-right).

**Position: League of CA Cities – Watch**

**Status: Passed Assembly; in Senate**

**AB 2345 (Gonzalez) Planning and Zoning. Density Bonus.**

This measure would greatly expand Density Bonus law and allow developers to receive up to

five concessions and incentives from local governments and up to 50 percent more density.

**Position: League of CA Cities - Oppose Unless Amended**

**Status: Passed Assembly; in Senate**

**SB 1120 (Atkins) Subdivisions. Tentative Maps.**

This measure would build off the Accessory Dwelling Unit law allowing for at least three units per parcel to further encourage development in single-family neighborhoods by creating a ministerial approval process for duplexes and lot splits that meet local zoning, environmental and tenant displacement standards.

**Position: League of CA Cities - Support if Amended**

**Status: Passed Senate; in Assembly**

**SB 1299 (Portantino) Housing Development. Incentives. Rezoning of Idle Retail Sites.**

This measure would, upon appropriation by the Legislature, require HCD to administer a program to provide incentives in the form of grants allocated as provided to local governments that rezone idle sites used for a big box retailer or a commercial shopping center to instead allow the development of workforce housing.

**Position: League of CA Cities – Support**

**Status: Passed Senate; in Assembly**

**Federal Legislation:**

Staff continues to monitor legislative priorities, including infrastructure policy and financing and the extension of NPDES permit terms to up to ten years.

**Water Resources Development Act (WRDA) – H.R. 7575**

On July 15, the House Committee on Transportation and Infrastructure favorably reported out the Water Resources Development Act (WRDA) of 2020 (H.R. 7575), as amended, by voice vote as ready for floor debate. The bill is expected to be considered on the House floor during the week of July 27, 2020.

The bipartisan bill authorizes studies and construction of water resources projects in consultation with the U.S. Army Corps of Engineers (USACE), including the construction of all 34 pending USACE Chief's Reports since 2018, 35 feasibility studies for water resources development projects, and expedited completion of 41 feasibility studies currently under review at USACE. WRDA 2020 also includes a focus on addressing and prioritizing the water resources development needs of economically disadvantaged communities.

During the Committee markup, the bill received bipartisan praise from all members. Many amendments that were filed ahead of the markup were ultimately withdrawn or rejected in order to keep the bill bipartisan and avoid controversial provisions that were outside the jurisdiction of the USACE. The committee did approve an amendment from Representative Scott Perry (R-PA) that would require USACE projects to be built with American-made steel. However, Chairman Peter DeFazio (D-OR) noted that if this requirement proves to be too problematic, they will work to establish an exemption process when the House and Senate go to conference.

### **National Environmental Policy Act (NEPA) permitting process**

The Administration has finalized its update of the National Environmental Policy Act (NEPA) permitting process, streamlining its review and scope in an effort to speed up the permitting process for infrastructure projects. In a statement issued July 15, 2020, the Administration also stated that the updated NEPA will also help the country's economy to rebound following the devastating impacts from the recent COVID-19 crisis. Opponents to the Administration's NEPA update have already stated their disapproval and have pledged to challenge the changes in court.

The updated NEPA makes the following changes:

- Shortens timelines for conducting environmental reviews
- Reduces the need to consider the effects of climate change during environmental reviews
- Establishes deadlines for NEPA permit decisions, such as requiring that environmental impact statements are to be completed within two years and environmental assessments to be completed within one year
- Establishes a process that allows one federal agency to head NEPA reviews rather than each federal department involved conducting independent reviews
- Reviews would no longer have to assess "cumulative" projects' effects on the environment. Instead reviews would ask for assessment of "reasonably foreseeable" and "casually related" effects and impacts
- Requires increased specificity of public comments concerning NEPA applicants

### **Water Finance and Innovation Act (WIFIA)**

An industry association recently sent a letter to the California Congressional Delegation urging Congress to address troublesome language within the House Fiscal Year (FY) 2021 Interior-Environment appropriations bill that would adversely impact the Water Infrastructure Finance and Innovation Act (WIFIA) program if enacted into law.

The FY2021 Interior-Environment bill includes language that proposes to use unspent WIFIA funds from fiscal years 2017, 2018, and 2019 to fund the program in FY2021, rather than appropriating a new funding allocation for the program for FY2021. If enacted into law, this would rescind loan funding away from WIFIA applicants currently going through the application process for these prior fiscal years.

The House Committee on Appropriations reported out the bill as ready for floor debate in mid-July. Next steps will be for the bill to be considered on the House floor. House leadership has yet to announce when they will bring the bill to the floor but have stated their desire to finish FY2021 appropriations by the end of the month. There has already been significant pushback about this language from water sector trade groups and associations.

It remains unlikely that this proposal will ultimately become law because the WIFIA program enjoys broad bipartisan support in Congress. Furthermore, the Senate will be introducing their own FY 2021 Interior-Environment spending bill and Senate appropriators have stated their desire to steer clear of controversial policy riders. As a result, the Senate's spending bill is expected to be vastly different from the House's version. This means that the House and Senate will eventually enter into conference negotiations to hammer out differences between the two bills. During these negotiations, highly controversial policy riders, such as the WIFIA provision, are typically ultimately dropped from the bill to ensure final passage. The U.S. Environmental Protection Agency has also issued a press release responding to the WIFIA language, recommending that the President veto the FY2021 spending bill if this language remains in the final bill.

### **The National Defense Authorization Act (NDAA) (H.R. 6395)**

The House began floor debate on the National Defense Authorization Act (NDAA) on July 20, 2020. Debate on PFAS-related amendments will be included. The Senate remains opposed to many of the provisions; most importantly the requirement to list the chemicals as hazardous substances under Superfund.

As originally proposed, the amendments would:

- Designate perfluorooctanesulfonic and its salts as hazardous substances. Within 5 years EPA must decide whether to list all PFOS/PFOA/PFAS
- Establish national primary drinking water regulation for PFOA/PFOS and require appropriate monitoring for drinking water systems that do not detect or chemicals are below MCL
- Establish grants assistance for water systems impacted by PFAS and GenX (cannot use assistance for debt service of tax-exempt bonds). Funding is \$550 million over five years
- Prohibit industrial discharges into POTWs unless notification made to operator of treatment works about presence and level of chemicals

- EPA required to determine whether to establish Effluent Limitations and pretreatment standards under Clean Water Act. Water quality criteria are also mandated for measurable levels of PFAS
- Grant assistance (\$500 million over five years) to support POTWs implement pretreatment standard

## **Energy and Water Development Spending Bill**

The House Committee on Appropriations has reported out the FY2021 Energy and Water Development spending bill as ready for floor debate. Ahead of the markup, the committee released its report of the bill detailing specific programmatic spending allocations. Included was funding for various programs and activities of the U.S. Army Corps of Engineers (USACE) and the U.S. Bureau of Reclamation (USBR).

The House has yet to announce floor consideration for the bill, but House leadership has stated their desire to complete FY2021 appropriations by the end of the month.

## **House Committee on Appropriations bill text for its Interior, Environment, and Related Agencies Fiscal Year (FY) 2021 appropriations bill**

The bill (currently not numbered) is responsible for funding the U.S. Department of the Interior and U.S. Environmental Protection Agency, provides a total of \$36.76 billion. This represents a \$771 million increase above FY2020 enacted level and a \$5.11 billion increase over the Administration's FY2021 request. On July 1, the Subcommittee on Interior, Environment and Related Agencies marked up the bill.

The U.S. Environmental Protection Agency (USEPA) is appropriated a total of \$9.8 billion, a \$318 million increase above the Agency's enacted FY2020 level. The U.S. Department of the Interior (USDIO) receives a total of \$13.83 billion in discretionary appropriations. There will be further details on specific programmatic level spending allocations when the committee releases its report. Below is brief overview of the spending bill's allocations for USEPA:

- \$3.58 billion for USEPA's core science and environmental program work, including:
  - \$555 million for Geographic Programs assisting nationally significant water bodies
  - \$575 million for compliance and monitoring enforcement activities
  - \$12.9 million for additional funding for scientific and regulatory work on PFAS needed to establish drinking water and cleanup standards
- \$7.9 billion for Clean Water SRF

- \$4.9 billion for Drinking Water
- \$189 million for targeted grants for drinking water contaminants and wastewater treatment
- \$15 million for Environmental Justice activities

### **Moving Forward Act (H.R. 2)**

On a partisan vote of 233 – 188, the House passed the Moving Forward Act, H.R. 2 on July 1, 2020. H.R. 2 is an expansive investment package, delivering a total of \$1.5 trillion in federal funding to support diverse infrastructure sectors across the U.S., including the wastewater sector. A brief overview of the investment provisions for water infrastructure includes the following:

- Authorizes the Clean Water State Revolving Loan Fund at \$40 billion to over five years
- Authorizes the Drinking Water State Revolving Loan Fund at \$25 billion to support activities removing drinking water contaminants, including PFAS
- Increases tax-exempt bond financing opportunities for water infrastructure projects through exempting bonds funding these projects from state allocation caps for Private Activity Bonds
- Authorizes \$400 million for each of fiscal years 2021-2025 for USEPA's sewer overflow and stormwater municipal grants program
- Establishes a new grants program to support community water systems affected by drinking water contaminants for capital costs associated with implementing eligible treatment technologies, including PFAS removal

Upon passing H.R. 2, the House also advanced a series of amendments to the bill, including a bipartisan amendment sponsored by Representative Harley Rouda (D-CA) that supports the modernization of wastewater infrastructure. The amendment creates a new grant program to assist public water systems in modernizing their infrastructure to support improving the nation's water quality through utilizing smart technologies. The amendment was co-sponsored by Representatives Jared Huffman (D-CA) and John Katko (R-NY).

California Representative John Garamendi submitted an amendment to the bill which would authorize ten-year NPDES permits. The Committee on Rules did not deem the amendment in order for floor debate, so it was not included.

The bill now goes to the Senate, but Majority Leader Mitch McConnell (R-KY) has already stated that the bill has no chance of being considered on the Senate floor. Additionally, the White House publicly threatened to veto H.R. 2 should it reach the President's desk.

### **HEROES Act (H.R. 6800)**

As Congress continues its efforts to address public health and economic impacts resulting from the coronavirus pandemic, it is anticipated that Congress will pass the HEROES Act (H.R. 6800) by the end of July. Importantly for the wastewater and drinking water sectors, ratepayer assistance provisions are expected to be included in the final version of the bill. Under H.R. 6800, \$1.5 billion in ratepayer assistance grants will be made available to support low-income household needs. The Department of Health and Human Services would provide grants to States for distribution to public drinking water and wastewater utilities to help offset revenue losses due to COVID-19 impacts.

### **Special Districts Provide Essential Services Act (H.R. 7073)**

Representative John Garamendi (D-CA) introduced this COVID-19 Focused Bill. Garamendi explained that the Act will make special districts eligible for future federal assistance Congress provides to manage the COVID-19 pandemic. The bill defines 'special district' as "a political subdivision, formed pursuant to general law or special act of a State, for the purpose of performing one or more governmental or proprietary functions." HR 7073 would provide the following:

- **Eligibility for Coronavirus Relief Fund and Future Federal Assistance:** Make special districts eligible for direct federal financial assistance appropriated by Congress in the future, along with state, county, and local governments and subject to the same oversight requirements. (This would not apply retroactively to the \$150 billion provided under the CARES Act.)
- **Access to Municipal Liquidity Facility:** Provide special districts access to the Federal Reserve's Municipal Liquidity Facility, which provides states, counties, and cities federally guaranteed "bridge financing" to offset unexpected short-term revenue shortfalls caused by the current pandemic. Like states, counties, and cities, many special districts serve large populations and have the legal authority to issue short-term tax and revenue anticipation notes. However, special districts are not currently granted direct access to the Municipal Liquidity Facility.

### **House Select Committee Climate Change Policy Recommendations and Strategies Report:**

The House Select Committee on the Climate Crisis has released its policy recommendations and strategies report for how Congress and federal agencies can best respond to the environmental, public health, and economic impacts related to climate change. The Climate Crisis Action Plan is intended to be a roadmap for Congress to address current and future



adverse impacts from climate change and help revamp national and local economies, with a focus on clean energy, environmental justice, and resiliency.

The select committee, which was formed in 2019, does not have the legislative authority to advance legislation and can only recommend policy initiatives. As a result, the report identifies current House bills that align with each of its suggested policy recommendations and identifies which standing committees have the appropriate legislative authorities to act upon the recommendations. Central to the report is the need to integrate infrastructure investment into climate-focused proposals, including wastewater and drinking water infrastructure.

### **U.S. Supreme Court Ruling on County of Maui Litigation**

On April 23, 2020, the U.S. Supreme Court issued an opinion in *County of Maui v Hawaii Wildlife Fund*. The case presented the Court with a key jurisdictional issue: whether the Clean Water Act's (CWA) National Pollutant Discharge Elimination System (NPDES) permitting requirements apply to discharges from point sources that enter groundwater before reaching navigable waters. In a 6-3 ruling, the Supreme Court held that discharges to groundwater that ultimately end up in surface waters will require an NPDES permit if the discharge to groundwater is the "functional equivalent" of a direct discharge to a surface water. The Court identified time and distance as the primary factors for determining whether a discharge meets this test, but also listed a number of other factors that would be used to make that determination.

Many fear that this ruling represents a win for potential plaintiffs looking to sue water and While more limited than the 9<sup>th</sup> Circuit's "fairly traceable" standard, the "functional equivalent" standard is still nebulous and means plaintiffs groups will be able to allege that a discharge to groundwater from an infiltration basin, irrigation channel, green infrastructure or leaky pipe is the functional equivalent to a direct discharge and therefore requires an NPDES permit.

### **COVID Relief Draft Proposal Language**

Senate Republicans recently released draft proposal language they are expected to rely upon to develop a provision as part of the next COVID relief package. Essentially, it is a five-year waiver of liability that makes any liability a federal cause of action. Protection for employers from litigation related to illnesses associated with COVID would occur by a series of conditions, including following guidelines on how to conduct business activities during COVID emergency. It is notable that provisions are also included in the draft that address labor agreements.

Attachment: CASA Tracked State Legislation List as of June 26, 2020

## All CASA Bills Still Moving

- [AB 1567](#) (Aguiar-Curry D) Organic waste: scoping plan.**  
**Last Amend:** 1/15/2020  
**Status:** 6/23/2020-Referred to Com. on N.R. & W.  
**Location:** 6/23/2020-S. N.R. & W.  
**Position**  
Watch
- [AB 1672](#) (Bloom D) Solid waste: nonwoven disposable products.**  
**Last Amend:** 1/23/2020  
**Status:** 6/23/2020-Referred to Com. on EQ.  
**Location:** 6/23/2020-S. E.Q.  
**Position**  
Support/Sponsor
- [AB 2028](#) (Aguiar-Curry D) State agencies: meetings.**  
**Last Amend:** 6/4/2020  
**Status:** 6/23/2020-Referred to Com. on G.O.  
**Location:** 6/23/2020-S. G.O.  
**Position**  
Support, if amended
- [AB 2333](#) (Quirk D) Waste: releases: remedial action: local oversight.**  
**Last Amend:** 5/6/2020  
**Status:** 6/23/2020-Referred to Com. on EQ.  
**Location:** 6/23/2020-S. E.Q.  
**Position**  
Watch
- [AB 2371](#) (Friedman D) Climate change: Office of Planning and Research: science advisory team: climate adaptation and hazard mitigation.**  
**Last Amend:** 6/4/2020  
**Status:** 6/23/2020-Referred to Com. on EQ.  
**Location:** 6/23/2020-S. E.Q.  
**Position**  
Watch
- [AB 2560](#) (Quirk D) Water quality: notification and response levels: procedures.**  
**Last Amend:** 5/12/2020  
**Status:** 6/23/2020-Referred to Com. on EQ.  
**Location:** 6/23/2020-S. E.Q.  
**Position**  
Support
- [AB 2592](#) (Garcia, Cristina D) Reduction of human remains and the disposition of reduced human remains.**  
**Last Amend:** 6/4/2020  
**Status:** 6/23/2020-Referred to Com. on B., P. & E.D.  
**Location:** 6/23/2020-S. B., P. & E.D.  
**Position**  
Seek Info
- [AB 2621](#) (Mullin D) Office of Planning and Research: regional climate networks: climate adaptation action plans.**  
**Last Amend:** 6/4/2020  
**Status:** 6/11/2020-Read third time. Passed. Ordered to the Senate. (Ayes 63. Noes 12.) In Senate. Read first time. To Com. on RLS. for assignment.  
**Location:** 6/11/2020-S. RLS.  
**Position**  
Refer to ACE Committee

- [AB 2762](#) (Muratsuchi D) Cosmetics: safety.**  
**Last Amend:** 5/18/2020  
**Status:** 6/11/2020-Read third time. Passed. Ordered to the Senate. (Ayes 73. Noes 1.) In Senate. Read first time. To Com. on RLS. for assignment.  
**Location:** 6/11/2020-S. RLS.  
**Position**  
Support
- [AB 2809](#) (Mullin D) San Francisco Bay Conservation and Development Commission: Suisun Marsh Preservation Act of 1977.**  
**Last Amend:** 5/18/2020  
**Status:** 6/11/2020-Read third time. Passed. Ordered to the Senate. (Ayes 78. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.  
**Location:** 6/11/2020-S. RLS.  
**Position**  
Watch
- [AB 3005](#) (Rivas, Robert D) Leroy Anderson Dam and Reservoir: permitting, and public contracting.**  
**Last Amend:** 6/3/2020  
**Status:** 6/11/2020-In Senate. Read first time. To Com. on RLS. for assignment.  
**Location:** 6/11/2020-S. RLS.  
**Position**  
Watch
- [AB 3163](#) (Salas D) Energy: biomethane: procurement.**  
**Last Amend:** 5/5/2020  
**Status:** 6/23/2020-Referred to Com. on E., U. & C.  
**Location:** 6/23/2020-S. E. U., & C.  
**Position**  
Support
- [AB 3256](#) (Garcia, Eduardo D) Economic Recovery, Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020.**  
**Last Amend:** 6/4/2020  
**Status:** 6/8/2020-Re-referred to Com. on RLS.  
**Location:** 6/3/2020-A. RLS.  
**Position**  
Watch
- [SB 794](#) (Jackson D) Emergency services: telecommunications.**  
**Last Amend:** 5/26/2020  
**Status:** 6/18/2020-Referred to Com. on G.O.  
**Location:** 6/18/2020-A. G.O.  
**Position**  
Watch
- [SB 862](#) (Dodd D) Planned power outage: public safety.**  
**Last Amend:** 5/20/2020  
**Status:** 6/18/2020-From committee: Do pass. (Ayes 7. Noes 0.) (June 18). Read second time. Ordered to third reading.  
**Location:** 6/18/2020-S. THIRD READING  
**Position**
- [SB 865](#) (Hill D) Excavations: subsurface installations.**  
**Last Amend:** 6/2/2020  
**Status:** 6/10/2020-Read second time. Ordered to third reading.  
**Location:** 6/10/2020-S. THIRD READING  
**Position**  
Watch
- [SB 952](#) (Nielsen R) Sales and use taxes: exemption: backup electrical generators: deenergization**

events.

**Last Amend:** 5/29/2020

**Status:** 6/18/2020-From committee: Do pass. (Ayes 7. Noes 0.) (June 18). Read second time. Ordered to third reading.

**Location:** 6/18/2020-S. THIRD READING

**Position**

**[SB 1044](#) (Allen D) Firefighting equipment and foam: PFAS chemicals.**

**Last Amend:** 6/18/2020

**Status:** 6/22/2020-Read second time. Ordered to third reading.

**Location:** 6/22/2020-S. THIRD READING

**Position**

Support Concept

**[SB 1099](#) (Dodd D) Emergency backup generators: critical facilities: order for abatement: stipulations.**

**Last Amend:** 6/2/2020

**Status:** 6/9/2020-Read second time. Ordered to third reading.

**Location:** 6/9/2020-S. THIRD READING

**Position**

Support

**[SB 1159](#) (Hill D) Workers' compensation: COVID-19: critical workers.**

**Last Amend:** 6/18/2020

**Status:** 6/22/2020-Read second time. Ordered to third reading.

**Location:** 6/22/2020-S. THIRD READING

**Position**

Watch Close

**[SB 1185](#) (Moorlach R) Emergency backup generators: emergency variance: operation during deenergization events.**

**Last Amend:** 5/26/2020

**Status:** 6/22/2020-Read third time. Passed. (Ayes 33. Noes 3.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

**Location:** 6/22/2020-A. DESK

**Position**

Refer to Legis  
Comm

**[SB 1215](#) (Stern D) Electricity: microgrids.**

**Last Amend:** 6/18/2020

**Status:** 6/22/2020-Read second time. Ordered to third reading.

**Location:** 6/22/2020-S. THIRD READING

**Position**

Watch

**[SB 1320](#) (Stern D) Climate change: California Climate Change Assessment.**

**Last Amend:** 6/18/2020

**Status:** 6/22/2020-Read second time. Ordered to third reading.

**Location:** 6/22/2020-S. THIRD READING

**Position**

Watch Close

**[SB 1386](#) (Moorlach R) Local government: assessments, fees, and charges: water.**

**Last Amend:** 4/1/2020

**Status:** 6/18/2020-Referred to Com. on L. GOV.

**Location:** 6/18/2020-A. L. GOV.

**Position**

Watch

**Total Measures: 24**

**Total Tracking Forms: 24**



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**JULY 27, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 16**

**TITLE:**               **Solar and Cogeneration Facilities Operational Update (*This is an Information 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**

Information only.

**Previous Board Action**

None.

**Background**

**Alvarado Wastewater Treatment Plant Solar Carport**

The District completed construction of the solar carport facility located at the Alvarado Wastewater Treatment Plant at a cost of \$884,000 and began operation in September 2011. The original system consisted of 637 solar panels and was rated at 125 kilowatt (kW). The system rating was based on the California Energy Commission's calculation that accounted for the number of panels, the rating of each panel, and the inverter efficiency.

In February 2020, as part of the construction of the Primary Digester No. 7 Project, the western portion of the solar carport facility was demolished to allow the contractor to install the shoring system and to excavate and construct the digester tank. This resulted in the removal of 195

solar panels from the solar carport facility (See Figure 1). The current system consists of 442 solar panels and is rated at 86 kW.

The District applied for the California Solar Initiative (CSI) incentive that would rebate \$0.2568 per kilowatt-hour (kWh) of power generated by the system for a period of five years from September 2011 through August 2016. PG&E, the administrator of the CSI program, approved an estimated incentive amount of \$252,850. In September 2016, the District received its final CSI incentive disbursement.

Through June 30, 2020, the Solar Carport facility has generated a total of 1,976,100 kWh of power, which equates to \$368,648 in energy savings at the Plant. Additionally, the District received \$276,030 or approximately 109% of the estimated CSI incentive rebate from PG&E. The total benefit of the Solar Carport is \$644,678, which represents 72.4% of simple payback for the initial construction and ongoing maintenance costs of the facility.

#### Irvington Pump Station Solar Facility

The District completed construction of the solar facility located at the Irvington Pump Station at a cost of \$2.85 million and began operation in April 2012. The system consists of 1,680 solar panels and is rated at 408 kW.

The District applied for the CSI incentive that would rebate \$0.15 per kWh of power generated by the system for a period of five years from June 2012 through May 2017. PG&E approved an estimated incentive amount of \$623,370. In February 2017, the District received its final CSI incentive disbursement.

Through June 30, 2020, the solar facility has generated a total of 7,050,552 kWh of power, which equates to \$2,333,555 in energy savings at the Irvington Pump Station. Additionally, the District received \$680,632 or 109% of the estimated CSI incentive rebate from PG&E. The total benefit of the solar facility is \$3,014,187, which represents 105.4% of simple payback for the initial construction and ongoing maintenance costs of the facility.

#### Cogeneration Facility

The District completed construction of the Cogeneration Facility located at the Alvarado Wastewater Treatment Plant at a construction cost of \$11.8 million and the facility was fully operational in late November 2014. The facility consists of two 850-kW biogas-fueled engine generators and a packaged biogas conditioning system.

The District applied for the Self-Generation Incentive Program (SGIP) that provides financial incentives for the installation of new, qualifying self-generation equipment installed to meet all or a portion of the electric energy needs of a facility. PG&E, the administrator of the SGIP in

Northern California, approved the District's application for a maximum rebate of \$3.38 million. The District received half of the total rebate from PG&E in 2015 upon successful operational testing of the facility. The other half was paid to the District annually over the next five years and was dependent on the actual electric energy generated by the facility and the actual amount of engine and exhaust heat recovered and utilized to heat the biosolids in the primary digesters. In June 2020, the District received its final SGIP incentive disbursement.

Through June 30, 2020, the facility has generated a total of 60,437,082 kWh of power, which equates to approximately \$5,923,379 in energy savings at the plant. Additionally, the District received \$3,114,556 or 92.1% of the SGIP incentive rebate from PG&E. The total benefit of the cogeneration facility is \$9,037,935, which represents 67.0% of simple payback for the initial construction and maintenance costs of the facility.

USD labor and equipment costs have not been factored into the maintenance costs of these facilities. The rationale is that no personnel or equipment has been acquired specifically for the maintenance and the work has been accommodated to date with existing resources.

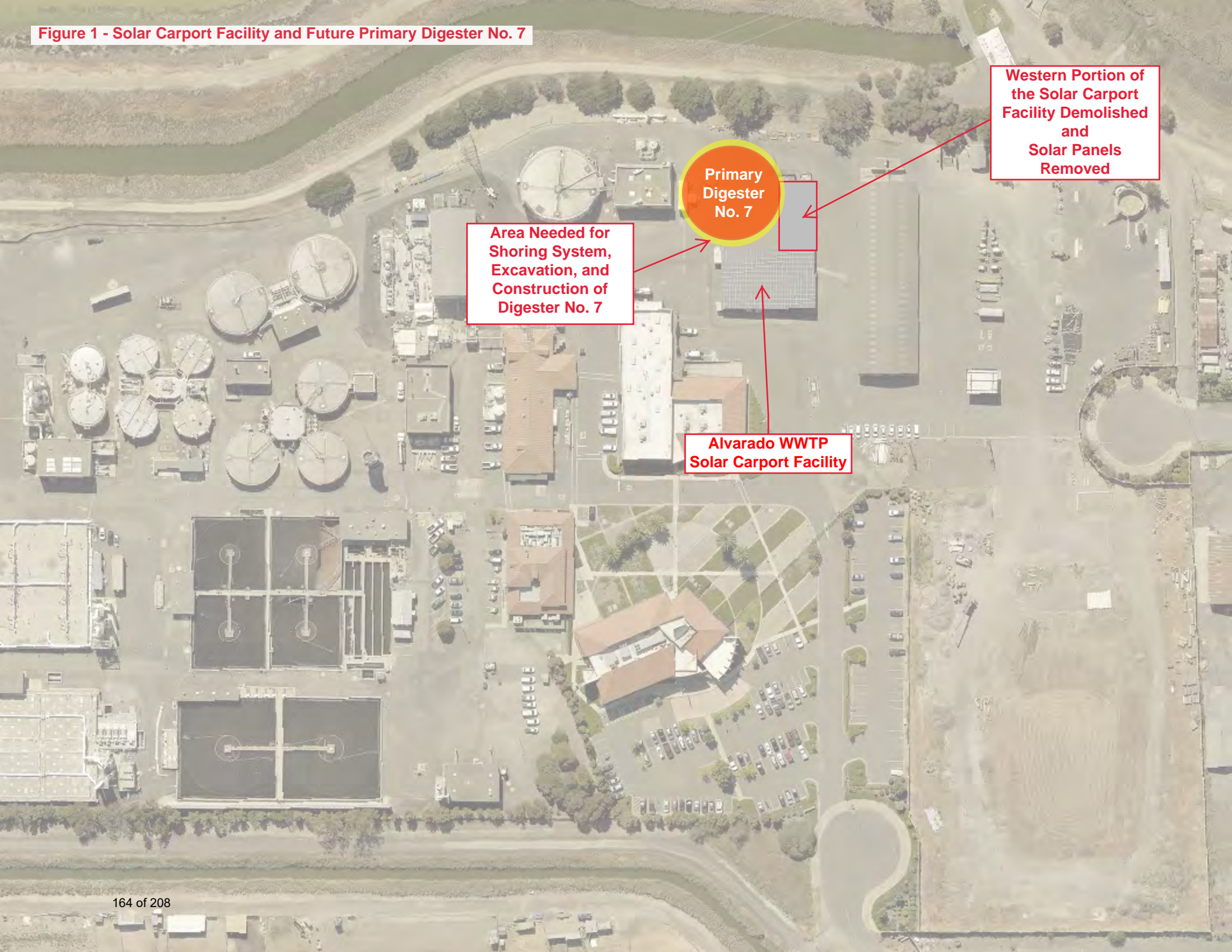
Staff will provide the Board with an operational update of the solar and cogeneration facilities on a semi-annual basis. The attached Table 1 summarizes the operational data that was discussed in this update.

PRE/SEG/RC/SB/mb

Attachment: Figure 1 – Solar Carport Facility and Future Primary Digester No. 7  
Table 1 – Solar and Cogeneration Facilities Operational Data



**Figure 1 - Solar Carport Facility and Future Primary Digester No. 7**



**Western Portion of  
the Solar Carport  
Facility Demolished  
and  
Solar Panels  
Removed**

**Primary  
Digester  
No. 7**

**Area Needed for  
Shoring System,  
Excavation, and  
Construction of  
Digester No. 7**

**Alvarado WWTW  
Solar Carport Facility**



**Union Sanitary District**  
**Table 1 - Solar and Cogeneration Facilities Operational Data**

Facility	System Rating <sup>1</sup> (kW)	Energy Generated This Period <sup>2</sup> (kWh)	Total Energy Generated To Date (kWh)	Value of Energy Generated To Date (\$)	Rebates Received To Date (\$)	Total Received or Generated (\$)	Construction Cost (\$)	Maintenance Costs To Date <sup>4</sup> (\$)	Total Costs Incurred To Date (\$)	Simple Payback To Date (%)	Simple Payback Term (Years)	Original Payback Term <sup>5</sup> (Years)	Comments
Alvarado WWTP Solar Carport <sup>6</sup>	86	62,925	1,976,100	368,648	276,030	644,678	884,000	6,225	890,225	72.4%	13.4		System began operation in September 2011. Values are current through June 30, 2020.
Irrington Pump Station Solar Facility	408	418,947	7,050,552	2,333,555	680,632	3,014,187	2,850,000	10,214	2,860,214	105.4%	8.1	10.0	System began operation in April 2012. Values are current through June 30, 2020.
Cogeneration Facility	1,700	5,463,394	60,437,082	5,923,379	3,114,556	9,037,935	11,800,000	1,688,231	13,488,231	67.0%	11.1	8.9	System began operation in late November 2014. Values are current through June 30, 2020.

1) System Rating for the solar facilities is based on the number of panels, the rating of each panel, and the inverter efficiency.

2) Period is from January 2020 through June 2020.

3) The cogeneration equipment consists of two 850-kW engine generators.

4) Maintenance costs do not include USD labor or equipment costs.

5) Original payback terms for the Irrington Pump Station Solar Facility and Cogeneration Facility were calculated during the design phase. A payback period was not calculated for the Alvarado WWTP Solar Carport at the time the project was designed.

6) Due to the construction of Primary Digester No. 7, the number of panels at the Alvarado WWTP Solar Carport was reduced from 637 to 442, and the system rating was reduced from 125 kW to 86 kW.

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**JULY 27, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 17**

**TITLE:**               **Agreement with Woodard & Curran, Inc. for Flow Model and Capacity Analysis Professional Services (*This is an Information Item*)**

**SUBMITTED:**   Paul R. Eldredge, General Manager/District Engineer  
                      Sami E. Ghossain, Manager of Technical Services  
                      Rollie Arbolante, Customer Service Team Coach

**Recommendation**

Information only.

**Previous Board Action**

None

**Background**

On July 13, 2020, the District entered into a Flow Model and Capacity Analysis agreement with Woodard & Curran, Inc. (formerly RMC Water & Environment) for the purpose of retaining the company for professional services on an on-call basis. The agreement provides a quick process for staff to obtain engineering services without having to negotiate separate agreements for small tasks associated with gravity sewer flow modeling and capacity analyses. These services are needed whenever capacity studies are needed to determine adequate sewer service for new developments or when capital improvement projects are being planned or designed.

The two-year agreement has a total cost ceiling of \$50,000. The District has two other similar agreements with Carollo Engineers, Inc. and DCM Consulting, Inc. for design and geotechnical services, respectively.

Woodard & Curran, Inc. has the knowledge, experience, and track record due to their Principal, Gisa Ju, who has been the Principal for the District's previous Collection Services master plans. Additionally, their flow model expert, Nuria Bertran-Ortiz, has modeled the last six Collection Services master plans. Both are very knowledgeable of the District's collection system. Staff has been very satisfied with the quality of their engineering services and their responsiveness.

PRE/SEG/RA/mb

Attachments - Professional Services Agreement with Woodard & Curran, Inc.

**FLOW MODEL AND CAPACITY ANALYSIS  
AGREEMENT  
BETWEEN  
UNION SANITARY DISTRICT  
AND  
WOODARD & CURRAN, INC.  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT MADE AS OF July 13, 2020, BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and WOODARD & CURRAN, INC. (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to obtain gravity sewer flow modeling and capacity analysis for various District projects (hereinafter referred to as Project), and,

WHEREAS, District requires certain professional services in connection with the Project (hereinafter referred as Services); and

WHEREAS, Engineer is qualified and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

**ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER**

- 1.1 Specific Services and the associated scope of services, payment, schedule, and personnel will be defined in specific Task Order as mutually agreed by District and Engineer.
- 1.2 All Task Orders will by reference incorporate the terms and conditions of this Agreement, and become formal amendments hereto.

**ARTICLE 2 - COMPENSATION**

- 2.1 Compensation for consulting services performed under this Agreement shall include:

- (1) Direct labor costs, multiplied by an agreed upon fixed factor (the Multiplier), to compensate for fringe benefits, indirect costs, and profit.
- (2) Non-labor direct project charge not included in the fixed factor and acceptable, without any markup.
- (3) Subconsultant costs, with a maximum markup of 5%.

Definitions are as follows:

- (a) Direct labor is salaries and wages paid to personnel for time directly chargeable to the project. Direct labor does not include the cost of Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, and medical and retirement benefits nor the cost of the time of executive and administrative personnel and others whose time is not identifiable to the project.
- (b) Fringe benefits include Engineer's statutory and customary benefits, such as sick leave, holidays, vacations, medical and retirement benefits, incentive pay, tuition, and other costs classified as employee benefits.
- (c) Indirect costs are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Engineer's overhead. Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, statutory and customary employee benefits, and the time of executive and administrative personnel and others whose time is not identifiable to the Project or to any other project. Under no circumstances can the same labor costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.
- (d) The Multiplier is a multiplicative factor which is applied to direct labor costs, and compensates Engineer for fringe benefits and indirect costs (overhead) and profit.
- (e) Other non-labor direct project charges shall be included in the overhead and these charges include typical expenses as cost of transportation and subsistence, printing and reproduction, computer time and programming costs, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities."

Alternatively, the District and the Engineer may agree to utilize the fully-encumbered hourly rates and fees for Services performed by the Engineer. These hourly rates and fees shall be based on the Engineer's rate schedule published at the time this Agreement or Task Order is executed and shall be attached to each applicable Task Order.

- 2.2 Reimbursement for mileage shall not exceed the prevailing Internal Revenue Service's standard mileage rate.
- 2.3 A *Cost Ceiling* will be established for each Task Order which is based upon estimated labor-hours and cost estimates. Costs as described above, comprising direct labor, overhead cost, and other direct costs, shall be payable up to a Cost Ceiling as specified in the Task Order. A *Maximum Fee Ceiling*, or *Task Order Firm Ceiling*, will also be established for each Task Order which includes the Cost Ceiling plus the Professional Fee.
- 2.4 Engineer shall invoice District monthly for the actual costs incurred, and a pro-rated portion of the Professional Fee for work performed during the previous month. If the Maximum Fee Ceiling is reached, the Engineer will complete the agreed-upon work for the Maximum Fee Ceiling. With District staff approval, labor hours may be reallocated within the tasks without renegotiation in such a manner so as not to exceed the Maximum Fee Ceiling.
- 2.5 The Engineer shall provide the District with a review of the budget amounts when 75 percent of the Cost Ceiling for any task has been expended. Engineer may request a revision in the Cost Ceiling for performance of this Agreement, and will relate the rationale for the revision to the specific basis of estimate as defined in the Scope of Services. Such notification will be submitted to the District at the earliest possible date. The authorized Cost Ceiling shall not be exceeded without written approval of the District.
- 2.6 The Professional Fee will not be changed except in the case of a written amendment to the Agreement which alters the Scope of Services. District and Engineer agree to negotiate an increase or decrease in Cost Ceiling and Professional Fee for any change in Scope of Services required at any time during the term of this Agreement. Engineer will not commence work on the altered Scope of Services until authorized by District.
- 2.7 Direct labor rates are subject to revision to coincide with Engineer's normal salary review schedule. Adjustments in direct labor rates shall not affect the firm ceiling without prior written authorization of the District.

- 2.8 District shall pay Engineer in accordance with each Task Order for Services.
- 2.9 Engineer shall submit monthly statements for Services rendered. District will make prompt monthly payments in response to Engineer's monthly statements.

### ARTICLE 3 - PERIOD OF SERVICE

- 3.1 Engineer's services will be performed and the specified services rendered and deliverables submitted within the time period or by the date stipulated in each Task Order.
- 3.2 Engineer's services under this Agreement will be considered complete when the services are rendered and/or final deliverable is submitted and accepted by District.
- 3.3 If any time period within or date by which any of the Engineer's services are to be completed is exceeded through no fault of Engineer, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

### ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

District will do the following in a timely manner so as not to delay the services of Engineer.

- 4.1 Provide all criteria and full information as to District's requirements for the services assignment and designate in writing a person with authority to act on District's behalf on all matters concerning the Engineer's services.
- 4.2 Furnish to Engineer all existing studies, reports and other available data pertinent to the Engineer's services, obtain or authorize Engineer to obtain or provide additional reports and data as required, and furnish to Engineer services of others required for the performance of Engineer's services hereunder, and Engineer shall be entitled to use and rely upon all such information and services provided by District or others in performing Engineer's services under this Agreement.
- 4.3 Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

- 4.4 Perform such other functions as are indicated in each Task Order related to duties of District.
- 4.5 Bear all costs incident to compliance with the requirements of this Section.

#### ARTICLE 5 - STANDARD OF CARE

- 5.1 Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional Engineer under similar circumstance and Engineer shall, at no cost to District, re-perform services which fail to satisfy the foregoing standard of care.

#### ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

- 6.1 Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' , or vendors' methods of determining prices, or over competitive bidding or market conditions or economic conditions, Engineer's cost estimate and economic analysis shall be made on the basis of qualification and experience as a professional engineer.
- 6.2 Since Engineer has no control over the resources provided by others to meet contract schedules, Engineer's forecast schedules shall be made on the basis of qualification and experience as a professional Engineer.
- 6.3 Engineer cannot and does not guarantee that proposals, bids or actual project costs will not vary from his cost estimates or that actual schedules will not vary from his forecast schedules.

#### ARTICLE 7 - SUBCONTRACTING

- 7.1 No subcontract shall be awarded by Engineer until prior written approval is obtained from the District.

#### ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

- 8.1 Engineer shall designate in writing an individual to have immediate responsibility for the performance of the services and for all matters relating to performance under this Agreement. Key personnel to be assigned by Engineer will be stipulated in each Task Order. Substitution



of any assigned person shall require the prior written approval of the District, which shall not be unreasonably withheld. If the District determines that a proposed substitution is not responsible or qualified to perform the services then, at the request of the District, Engineer shall substitute a qualified and responsible person.

#### ARTICLE 9 - OWNERSHIP OF DOCUMENTS

- 9.1 All work products, drawings, data, reports, files, estimate and other such information and materials (except proprietary computer programs, including source codes purchased or developed with Engineer monies) as may be accumulated by Engineer to complete services under this Agreement shall be owned by the District.
- 9.2 Engineer shall retain custody of all project data and documents other than deliverables specified in each Task Order, but shall make access thereto available to the District at all reasonable times the District may request. District may make and retain copies for information and reference.
- 9.3 All deliverables and other information prepared by Engineer pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by District or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Engineer; and District shall indemnify and hold harmless Engineer against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by District and Engineer.

#### ARTICLE 10 - RECORDS OF LABOR AND COSTS

- 10.1 Engineer shall maintain for all Task Orders, records of all labor and costs used in claims for compensation under this Agreement. Records shall mean a contemporaneous record of time for personnel; a methodology and calculation of the Multiplier for fringe benefits and indirect costs; and invoices, time sheets, or other factors used as a basis for determining other non-labor Project charges. These records must be made available to the District upon reasonable notice of no more than 48 hours during the period of the performance of this Agreement.

- 10.2 After delivery of Services (completion of Task Orders) under this Agreement, the Engineer's records of all costs used in claims for compensation under this Agreement shall be available to District's accountants and auditors for inspection and verification. These records will be maintained by Engineer and made reasonably accessible to the District for a period of three (3) years after completion of Task Orders under this Agreement.
- 10.3 Engineer agrees to cooperate and provide any and all information concerning the Project costs which are a factor in determining compensation under this Agreement as requested by the District or any public agency which has any part in providing financing for, or authority over, the Services which are provided under the Agreement.
- 10.4 Failure to provide documentation or substantiation of all Project costs used as a factor in compensation paid under Article 2 hereof will be grounds for District to refuse payment of any statement submitted by the Engineer and for a back charge for any District funds, including interest from payment; or grant, matching, or other funds from agencies assisting District in financing the Services specified in this Agreement.

## ARTICLE 11 - INSURANCE

Engineer shall provide and maintain at all times during the performance of the Agreement the following insurances:

- 11.1 Workers' Compensation and Employer's Liability Insurance for protection of Engineer's employees as required by law and as will protect Engineer from loss or damage because of personal injuries, including death to any of his employees.
- 11.2 Comprehensive Automobile Liability Insurance. Engineer agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability. This policy shall protect Engineer against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 Combined Single Limit.
- 11.3 Comprehensive General Liability Insurance as will protect Engineer and District from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the

Engineer's operations under this Agreement, which insurance shall name the District as additional insured. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence and aggregate. Such insurance will insure Engineer and District from any and all claims arising from the following:

1. Personal injury;
2. Bodily injury;
3. Property damage;
4. Broad form property damage;
5. Independent contractors;
6. Blanket contractual liability.

11.4 Engineer shall maintain a policy of professional liability insurance, protecting it against claims arising out of negligent acts, errors, or omissions of Engineer pursuant to this Agreement, in an amount of not less than \$1,000,000. The said policy shall cover the indemnity provisions under this Agreement.

11.5 Engineer agrees to maintain such insurance at Engineer's expense in full force and effect in a company or companies satisfactory to the District. All coverage shall remain in effect until completion of the Project.

11.6 Engineer will furnish the District with certificates of insurance and endorsements issued by Engineer's insurance carrier and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled without at least thirty (30) days' prior written notice to the District. The certificates for liability insurance will show that liability assumed under this Agreement is included. The endorsements will show the District as an additional insured on Engineer's insurance policies for the coverage required in Article 11 for services performed under this Agreement, except for workers' compensation and professional liability insurance.

11.7 Waiver of Subrogation: Engineer hereby agrees to waive subrogation which any insurer of Engineer may acquire from Engineer by virtue of the payment of any loss. Engineer agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Engineer, its employees, agents and subconsultants.

## ARTICLE 12 - LIABILITY AND INDEMNIFICATION

- 12.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Engineer agree to allocate such liabilities in accordance with this Article 12. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.
- 12.2 Engineer shall indemnify and save harmless the District and all of their agents, officers, and employees from and against all claims, demands, or causes of action of every name or nature to the extent caused by the negligent error, omission, or act of Engineer, its agents, servants, or employees in the performance of its services under this Agreement. In no event shall Engineer's costs to defend the District exceed the Engineer's proportionate percentage of negligence or fault, based upon a final judicial determination, except that if one or more defendants in an action are unable to pay its share of defense costs due to bankruptcy or dissolution, Engineer shall meet and confer with the other defendant parties regarding defense costs.
- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Engineer, Engineer agrees to defend District. In the event District accepts Engineer's defense, District agrees to indemnify and reimburse Engineer on a pro rata basis for all expenses of defense and any judgment or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of proportionate negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Engineer shall indemnify District against legal liability for damages arising out of claims by Engineer's employees. District shall indemnify Engineer against legal liability for damages arising out of claims by District's employees.
- 12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Engineer to the same extent.
- 12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
- 12.7 To the maximum extent permitted by law, Engineer's liability for District's damage will not exceed the aggregate compensation received by Engineer under this Agreement or the maximum amount of professional

liability insurance available at the time of any settlement or judgment, which ever is greater.

#### ARTICLE 13 - INDEPENDENT CONTRACTOR

Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. District will have no right to supervise the methods used, but District will have the right to observe such performance. Engineer shall work closely with District in performing Services under this Agreement.

#### ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the Services, Engineer will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. Engineer shall procure the permits, certificates, and licenses necessary to allow Engineer to perform the Services. Engineer shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Task Order.

#### ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Engineer shall consider all information provided by District and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Engineer's performance of the Services to be proprietary unless such information is available from public sources. Engineer shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of District or in response to legal process.

#### ARTICLE 16 - TERMINATION OF CONTRACT

- 16.1 The obligation to continue Services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 16.2 District shall have the right to terminate this Agreement or suspend performance thereof for District's convenience upon written notice to Engineer, and Engineer shall terminate or suspend performance of Services on a schedule acceptable to District. In the event of termination or suspension for District's convenience, District will pay Engineer for all

services performed and costs incurred including termination or suspension expenses. Upon restart of a suspended project, equitable adjustment shall be made to Engineer's compensation.

#### ARTICLE 17 - UNCONTROLLABLE FORCES

17.1 Neither District nor Engineer shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either District or Engineer under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

17.2 Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require Engineer or District to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. The Engineer will be allowed reasonable negotiated extension of time or adjustments for District initiated temporary stoppage of services.

#### ARTICLE 18 - MISCELLANEOUS

18.1 A waiver by either District or Engineer of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

18.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or

provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

#### ARTICLE 19 - INTEGRATION AND MODIFICATION

14 AD 7/13/2020

- 19.1 This Agreement (consisting of pages 1 to ~~###~~), together with all Task Orders executed by the undersigned, is adopted by District and Engineer as a complete and exclusive statement of the terms of the Agreement between District and Engineer. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Engineer pertaining to the Services, whether written or oral.
- 19.2 The Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Engineer.

#### ARTICLE 20 - SUCCESSORS AND ASSIGNS

- 20.1 District and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 20.2 Neither District nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent engineers, associates, and subcontractors as he may deem appropriate to assist him/her in the performance of the Services hereunder and in accordance with Article 7.
- 20.3 Nothing herein shall be construed to give any rights or benefits to anyone other than District and Engineer.

## ARTICLE 21 – INFORMATION SYSTEM SECURITY

When the District determines this article is applicable, the Engineer shall obtain written approval from the District representative prior to accessing District internal systems through real-time computer connections. Upon approval, the Engineer will use only in-bound connections to accomplish a legitimate business need and a previously defined and approved task. As a condition of approval, the Engineer shall:

- a) Be running a current operating system supported by the District with up-to-date security patches applied as defined in the District COE/Non-COE document.
- b) Have anti-virus software installed on his/her personal computer with up-to-date virus signatures.
- c) Have personal firewall software installed and enabled on their computer.
- d) Understand and sign the District's Electronic Equipment Use Policy, number 2160.

The District reserves the right to audit the security measures in effect on Engineer's connected systems without prior notice. The District also reserves the right to terminate network connections immediately with all Engineer's systems not meeting the above requirements.

## ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

Engineer, at no additional expense to the District, shall conduct a background check for each of its employees, as well as for the employees of its subconsultants (collectively "Consultant Employees") who will have access to District's computer systems, either through on-site or remote access, or whose contract work requires an extended presence on the District's premises. The minimum background check process for any District consultant shall include, but not be limited to

1. California residents: Criminal Records (County and State Criminal Felony and Misdemeanor
2. Out of State residents: Federal criminal search of the National Criminal Database,

The background check shall be conducted and the results submitted to the District prior to initial access by Consultant Employees. If at any time, it is discovered that a Consultant Employee has a criminal record that includes a felony or misdemeanor, the Engineer is required to inform the District immediately and the District will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties, to determine



whether the Consultant Employee will be placed or remain on a District assignment. The District may withhold consent at its sole discretion. The District may also conduct its own criminal background check of the Consultant Employees. Failure of the Engineer to comply with the terms of this paragraph may result in the termination of its contract with the District.

#### ARTICLE 23 - EXCEPTIONS

23.1 Replace Article 2.1 with the following:

"2.1 District shall pay Engineer for the performance of Services on an actual time basis at mutually agreeable billing rates; and for materials and direct costs with no markup; the total pay not to exceed \$50,000 with cost ceiling established for each Task Order. Any subconsultant costs shall be billed with a maximum markup of 5%. The Engineer shall be compensated in accordance with the Fee Schedule provided with each Task Order."

23.2 Replace Article 3.1 with the following:


"3.1 This Agreement shall cover services on an as-needed basis for a period of two (2) years from the date of execution. Specific services shall be performed and deliverable submitted within the time period or by the date(s) stipulated in each Task Order. The Agreement may be extended at the discretion of the District and Engineer by an appropriately executed amendment to this Agreement."

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

UNION SANITARY DISTRICT

WOODARD & CURRAN, INC.

By: 

By: 

Name: Sam Ghossain

Name: Gisa Ju

Title: Manager of Technical Services

Title: Vice President

Date: 7/13/2020

Date: 7/10/20



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**JULY 27, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 18**

**TITLE:** **Board Expenses for 4<sup>th</sup> Quarter of Fiscal Year 2020 (*This is an Information Item*)**

**SUBMITTED:** Paul R. Eldredge, General Manager/District Engineer  
Mark Carlson, Business Services Manager/CFO  
Laurie Brenner, FAST Team Coach

**Recommendation**

Information only.

**Previous Board Action**

None

**Background**

Please see attached the Board of Directors Quarterly Travel and Training Expenditure Report for the 4<sup>th</sup> quarter of Fiscal Year 2020.

**BOARD OF DIRECTORS**  
**QUARTERLY TRAVEL AND TRAINING EXPENDITURE REPORT**  
**1ST QTR, FISCAL YEAR 2020**

Board Members	Description	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Beginning Balance	Y-T-D Expense	Balance Available
FERNANDEZ, MANNY	Union City Welcome Luncheon for Manager Malloy & Superintendent Thompson		25.00					
	<b>TOTAL</b>	<b>0.00</b>	<b>25.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5000.00</b>	<b>25.00</b>	<b>4975.00</b>
HANDLEY, TOM	CASA Conference Registration	595.00						
	Airfare - Annual CASA Conference	325.96						
	Union City Welcome Luncheon for Manager Malloy & Superintendent Thompson		25.00					
	CASA Conference: Lodging		353.29					
	CASA Conference: Parking		51.06					
	CASA Conference: Mileage		22.79					
	CASA Conference: Per Diem		196.50					
	CASA Conference: Taxi		21.68					
	<b>TOTAL</b>	<b>920.96</b>	<b>670.32</b>	<b>0.00</b>	<b>0.00</b>	<b>5000.00</b>	<b>1,591.28</b>	<b>3408.72</b>
HARRISON, JENNIFER								
	<b>TOTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5000.00</b>	<b>0.00</b>	<b>5000.00</b>
KITE, PAT	Online Anti-Discrimination and Harassment Training	55.00						
	Lorman All Access Education Pass		537.01					
	CSDA Understanding the Brown Act Seminar			25.00				
	<b>TOTAL</b>	<b>55.00</b>	<b>537.01</b>	<b>25.00</b>	<b>0.00</b>	<b>5000.00</b>	<b>617.01</b>	<b>4382.99</b>
LATHI, ANJALI	Union City Welcome Luncheon for Manager Malloy & Superintendent Thompson		25.00					
	CWEA Membership			192.00				
	<b>TOTAL</b>	<b>0.00</b>	<b>25.00</b>	<b>192.00</b>	<b>0.00</b>	<b>5000.00</b>	<b>217.00</b>	<b>4783.00</b>
	<b>GRAND TOTAL</b>	<b>975.96</b>	<b>1,257.33</b>	<b>217.00</b>	<b>0.00</b>	<b>25000.00</b>	<b>2,450.29</b>	<b>22549.71</b>

The Board of Directors' Quarterly Expenditure Report is attached as part of the check register in accordance with Board Member Business Expense policy adopted September 5, 1991

**Directors**

Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**Officers**

Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**JULY 27, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM #19**

**TITLE:** CAL-Card Quarterly Merchant Activity Report *(This is an Information Item)*

**SUBMITTED:** Paul R. Eldredge, General Manager/District Engineer  
Laurie Brenner, Business Services Coach  
Skip Calvo, Purchasing Agent

**Recommendation**

Information only.

**Previous Board Action**

None.

**Background**

The attached CAL-Card Merchant Spend Analysis details the CAL-Card activity for the fourth quarter of FY 2020. This covers transactions from the CAL-Card billing period April 23, 2020 through June 22, 2020. During this quarter, we had 276 transactions totaling \$76,993.58.

Attachments: Merchant Spend Analysis Report

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47963	BUSINESS EXPENS	8999	<a href="#">SQ *ONAN CAPTIAL INC</a>	GOSQ.COM	TN	\$10,197.00	1	\$ 10,197.00	\$ 0.00	0	\$ 10,197.00	13.24%	1	\$ 0.00
47963	BUSINESS EXPENS	8999	<a href="#">IN *ONAN CAPITAL INC</a>	615-5873523	TN	9,900.00	1	9,900.00	0.00	0	9,900.00	12.86%	1	0.00
47972	OTHER	5999	<a href="#">ECOLINE INDUSTRIAL SUPPLY</a>	800-425-8070	CA	6,321.60	1	6,321.60	0.00	0	6,321.60	8.21%	1	0.00
47979	WHOLESALE TRADE	5085	<a href="#">HOPKINS TECHNICAL PRODUCT</a>	412-7872484	PA	4,275.38	1	4,275.38	0.00	0	4,275.38	5.55%	1	299.28
47963	BUSINESS EXPENS	8999	<a href="#">IN *BRANDON CONLEY TRAINI</a>	574-2017704	IN	3,750.00	2	1,875.00	0.00	0	3,750.00	4.87%	2	0.00
384466	Computer	5045	<a href="#">DMI* DELL HLTHCR/PTR</a>	800-274-1550	TX	2,663.91	2	1,331.95	0.00	0	2,663.91	3.46%	2	214.99
47961	AUTO/RV DEALERS	5561	<a href="#">STORMIN NORMAN CAMPERs</a>	408-971-7898	CA	2,509.47	1	2,509.47	0.00	0	2,509.47	3.26%	1	0.00
47979	WHOLESALE TRADE	5039	<a href="#">HD SUPPLY WHITE CAP #022</a>	407-893-6631	CA	1,886.63	1	1,886.63	0.00	0	1,886.63	2.45%	1	0.00
47961	AUTO/RV DEALERS	5511	<a href="#">FREMONT FORD</a>	510-360-7185	CA	1,847.95	1	1,847.95	0.00	0	1,847.95	2.40%	1	0.00
289779	COMPUTER	5968	<a href="#">SMK*SURVEYMON KEY.COM</a>	971-2445555	CA	1,800.00	1	1,800.00	0.00	0	1,800.00	2.34%	1	0.00
47979	WHOLESALE TRADE	5085	<a href="#">RESTROOM DIRECT HAND D</a>	704-937-2673	NC	1,772.35	2	886.17	0.00	0	1,772.35	2.30%	2	0.00
373694	8699	8699	<a href="#">CALIFORNIA WATER ENVIRONM</a>	510-3827800	CA	1,577.00	11	143.36	0.00	0	1,577.00	2.05%	11	0.00
47963	BUSINESS EXPENS	8211	<a href="#">RVT*OSHA TRAINING</a>	925-2499375	CA	1,550.00	2	775.00	0.00	0	1,550.00	2.01%	2	0.00
47978	VEHICLE EXPENSE	5533	<a href="#">ALLDATA CORP #8601</a>	800-829-8727	CA	1,500.00	1	1,500.00	0.00	0	1,500.00	1.95%	1	0.00
47979	WHOLESALE TRADE	5200	<a href="#">THE HOME DEPOT #6964</a>	NEWARK	CA	1,496.06	3	498.69	0.00	0	1,496.06	1.94%	3	132.89
47979	WHOLESALE TRADE	5085	<a href="#">FIBRE GLAST</a>	800-838-8984	OH	1,314.28	2	657.14	0.00	0	1,314.28	1.71%	2	0.00

Merchant Spend Analysis - Detail

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47970	OFFICE SERVICES	7394	<a href="#">PETERSON SAN LEANDRO</a>	510-357-6200	CA	\$ 1,313.54	2	\$ 656.77	\$ 0.00	0	\$ 1,313.54	1.71%	2	\$ 0.00
289779	COMPUTER	5968	<a href="#">ZOOM.US</a>	888-799-9666	CA	1,303.85	9	144.87	0.00	0	1,303.85	1.69%	9	0.00
47979	WHOLESALE TRADE	5169	<a href="#">ENVIRONMENTAL RESOURCE</a>	303-431-8454	CO	1,281.06	2	640.53	0.00	0	1,281.06	1.66%	2	105.42
387278	5099	5099	<a href="#">YSI</a>	800-765-4974	OH	1,142.75	2	571.38	0.00	0	1,142.75	1.48%	2	0.00
47979	WHOLESALE TRADE	5039	<a href="#">NAYLOR STEEL INC.</a>	510-7836224	CA	1,132.62	1	1,132.62	0.00	0	1,132.62	1.47%	1	0.00
47979	WHOLESALE TRADE	5047	<a href="#">IDEXX DISTRIBUTION INC</a>	800-814-1147	ME	1,050.18	3	350.06	0.00	0	1,050.18	1.36%	3	86.71
47963	BUSINESS EXPENS	8220	<a href="#">PAYPAL *CSUSB</a>	402-935-7733	CA	995.00	1	995.00	0.00	0	995.00	1.29%	1	0.00
387601	7392	7392	<a href="#">SP * TRAININGINDUSTRY</a>	HTTPSTRAINING	NC	995.00	1	995.00	0.00	0	995.00	1.29%	1	0.00
384466	Computer	5045	<a href="#">WISTIA, INC.</a>	888-494-7842	MA	950.40	1	950.40	0.00	0	950.40	1.23%	1	0.00
384466	Computer	5045	<a href="#">CDW GOVT #XKZ4707</a>	800-808-4239	IL	933.93	1	933.93	0.00	0	933.93	1.21%	1	82.97
47978	VEHICLE EXPENSE	5532	<a href="#">IN *INLAND INDUSTRIAL TIR</a>	510-4292999	CA	826.63	1	826.63	0.00	0	826.63	1.07%	1	73.13
47970	OFFICE SERVICES	7311	<a href="#">IN *TRI-CITY VOICE NEWSPA</a>	510-4941999	CA	825.00	1	825.00	0.00	0	825.00	1.07%	1	0.00
47979	WHOLESALE TRADE	5211	<a href="#">GRANITE ROCK 211</a>	REDWOOD CITY	CA	823.13	1	823.13	0.00	0	823.13	1.07%	1	73.13
47979	WHOLESALE TRADE	5200	<a href="#">THE HOME DEPOT 635</a>	UNION CITY	CA	785.13	1	785.13	0.00	0	785.13	1.02%	1	69.75
373694	8699	8699	<a href="#">AMERICAN PAYROLL ASSOC</a>	210-226-4600	TX	785.00	3	261.67	0.00	0	785.00	1.02%	3	0.00
373526	Redwing 7372	7372	<a href="#">QUICKSTART.COM</a>	WWW.QUICKSTAR	TX	780.00	1	780.00	0.00	0	780.00	1.01%	1	0.00
47970	OFFICE SERVICES	8734	<a href="#">NSI LAB SOLUTIONS INC</a>	919-7893000	NC	767.00	1	767.00	0.00	0	767.00	1.00%	1	0.00
47979	WHOLESALE TRADE	5200	<a href="#">LOWES #01132*</a>	UNION CITY	CA	892.80	6	148.80	207.43	1	685.37	0.89%	7	79.92
47979	WHOLESALE TRADE	5200	<a href="#">LOWES #01895*</a>	510-344-4920	CA	684.40	1	684.40	0.00	0	684.40	0.89%	1	57.95

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47971	OFFICE SUPPLIES	5734	<a href="#">SOURCEGEAR DBA ZUMERO</a>	ZUMERO.COM	IL	\$ 630.00	1	\$ 630.00	\$ 0.00	0	\$ 630.00	0.82%	1	\$ 0.00
47979	WHOLESALE TRADE	5085	<a href="#">MERAS ENGINEERING INC.</a>	415-2404918	CA	617.22	1	617.22	0.00	0	617.22	0.80%	1	6.17
235401	REGISTRATION	8111	<a href="#">LIEBERTCASS</a>	310-981-2000	CA	600.00	6	100.00	0.00	0	600.00	0.78%	6	0.00
47963	BUSINESS EXPENS	9399	<a href="#">CPS HUMAN RESOURCE SERVIC</a>	916-2633600	CA	597.00	3	199.00	0.00	0	597.00	0.78%	3	0.00
386059	5691	5691	<a href="#">FULKERSON, LLC</a>	SANITGRASP.MY	GA	583.96	1	583.96	0.00	0	583.96	0.76%	1	0.00
47972	OTHER	5732	<a href="#">BESTBUYCOM8056 99884492</a>	888-BESTBUY	MN	581.58	2	290.79	0.00	0	581.58	0.76%	2	37.42
384466	Computer	5045	<a href="#">DMI* DELL HLTHCR/PTR</a>	800-274-1550	TX	563.61	1	563.61	0.00	0	563.61	0.73%	1	50.07
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*MS5XS7GC1</a>	AMZN.COM/BILL	WA	499.36	1	499.36	0.00	0	499.36	0.65%	1	44.37
387601	7392	7392	<a href="#">WEBINARJAM</a>	GENESISDIGITA	CA	499.00	1	499.00	0.00	0	499.00	0.65%	1	0.00
47972	OTHER	5999	<a href="#">BAY CITY SCALE, INC</a>	HAYWARD	CA	489.13	1	489.13	0.00	0	489.13	0.64%	1	34.13
47979	WHOLESALE TRADE	5199	<a href="#">TAP PLASTICS #10</a>	510-3573755	CA	428.99	3	143.00	0.00	0	428.99	0.56%	3	38.10
47978	VEHICLE EXPENSE	5533	<a href="#">FLOSCAN INC</a>	714-557-3805	WA	420.00	1	420.00	0.00	0	420.00	0.55%	1	0.00
47979	WHOLESALE TRADE	5047	<a href="#">ENVIRONMENTAL EXPRESS</a>	999-9999999	SC	409.05	1	409.05	0.00	0	409.05	0.53%	1	0.00
47979	WHOLESALE TRADE	5065	<a href="#">STEVEN ENGINEERING</a>	650-588-9200	CA	376.19	1	376.19	0.00	0	376.19	0.49%	1	0.00
47979	WHOLESALE TRADE	5085	<a href="#">HACH COMPANY</a>	9706631377	CO	364.98	2	182.49	0.00	0	364.98	0.47%	2	32.44
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*MY5GS8FV0</a>	AMZN.COM/BILL	WA	364.36	1	364.36	0.00	0	364.36	0.47%	1	0.00
47972	OTHER	5732	<a href="#">BESTBUYCOM8061 59810275</a>	888-BESTBUY	MN	356.58	2	178.29	0.00	0	356.58	0.46%	2	22.94
373183	5046	5046	<a href="#">KLEEN RITE CORP</a>	717-684-6721	PA	355.69	1	355.69	0.00	0	355.69	0.46%	1	30.18
47979	WHOLESALE TRADE	5085	<a href="#">FRANK A OLSEN COMPANY</a>	925-961-8888	CA	351.42	1	351.42	0.00	0	351.42	0.46%	1	17.57

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47972	OTHER	5999	<a href="#">COKER PUMP &amp; EQUIPMENT</a>	510-444-3731	CA	\$ 348.55	1	\$ 348.55	\$ 0.00	0	\$ 348.55	0.45%	1	\$ 0.00
47972	OTHER	5999	<a href="#">DOLLARS AND DOLLARS</a>	DALLAS	TX	346.13	4	86.53	0.00	0	346.13	0.45%	4	0.00
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*MC8358SG2</a>	AMZN.COM/BILL	WA	336.92	1	336.92	0.00	0	336.92	0.44%	1	29.93
47963	BUSINESS EXPENS	8999	<a href="#">QUICK SEARCH</a>	214-358-2880	TX	327.55	2	163.78	0.00	0	327.55	0.43%	2	24.97
47979	WHOLESALE TRADE	5251	<a href="#">CUSTOMHOLES AW</a>	503-873-6101	OR	325.24	1	325.24	0.00	0	325.24	0.42%	1	0.00
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*M58 2B1V51 AMZN</a>	AMZN.COM/BILL	WA	319.14	1	319.14	0.00	0	319.14	0.41%	1	28.35
47963	BUSINESS EXPENS	8999	<a href="#">SOCIETYFORHUMAN RESOURCE</a>	800-2837476	VA	318.00	2	159.00	0.00	0	318.00	0.41%	2	0.00
47979	WHOLESALE TRADE	5085	<a href="#">ADVANTAGERIGGING.COM</a>	ADVANTAGERIGG	AZ	308.26	1	308.26	0.00	0	308.26	0.40%	1	0.00
47970	OFFICE SERVICES	7399	<a href="#">EB ENERGIZE YOUR EMAIL</a>	801-413-7200	CA	300.00	1	300.00	0.00	0	300.00	0.39%	1	0.00
47961	AUTO/RV DEALERS	5511	<a href="#">GOLDEN GATE TRUCK CENTER</a>	5594864310	CA	292.45	1	292.45	0.00	0	292.45	0.38%	1	24.76
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*P303H95E3</a>	AMZN.COM/BILL	WA	290.50	1	290.50	0.00	0	290.50	0.38%	1	0.00
384466	Computer	5045	<a href="#">CDW GOVT #XPR1448</a>	800-808-4239	IL	287.87	1	287.87	0.00	0	287.87	0.37%	1	25.57
47972	OTHER	5946	<a href="#">B&amp;H PHOTO 800-606-6969</a>	800-2215743	NY	285.33	1	285.33	0.00	0	285.33	0.37%	1	25.35
384466	Computer	5045	<a href="#">CDW GOVT #XTK9638</a>	800-808-4239	IL	280.33	1	280.33	0.00	0	280.33	0.36%	1	24.90
47979	WHOLESALE TRADE	5085	<a href="#">NATIONAL TANK</a>	888-686-8265	TN	279.73	1	279.73	0.00	0	279.73	0.36%	1	0.00
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*ZC2114LU3</a>	AMZN.COM/BILL	WA	279.55	1	279.55	0.00	0	279.55	0.36%	1	0.00
373183	5046	5046	<a href="#">SOLAR TECHNOLOGY INC</a>	610-3918600	PA	265.39	1	265.39	0.00	0	265.39	0.34%	1	0.00



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47972	OTHER	5732	<a href="#">BESTBUYCOM805894842321</a>	888-BESTBUY	MN	\$ 263.35	1	\$ 263.35	\$ 0.00	0	\$ 263.35	0.34%	1	\$ 16.95
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*5Q2I97E83 AMZN</a>	AMZN.COM/BILL	WA	260.10	1	260.10	0.00	0	260.10	0.34%	1	23.10
47979	WHOLESALE TRADE	5200	<a href="#">LOWES #00907*</a>	866-483-7521	NC	257.44	2	128.72	0.00	0	257.44	0.33%	2	22.87
384466	Computer	5045	<a href="#">DMI* DELL HLTHCR/PTR</a>	800-274-1550	TX	257.44	1	257.44	0.00	0	257.44	0.33%	1	22.87
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*WQ3DI9OW3</a>	AMZN.COM/BILL	WA	252.41	1	252.41	0.00	0	252.41	0.33%	1	22.42
289779	COMPUTER	5968	<a href="#">WEB*NETWORKSO LUTIONS</a>	888-6429675	FL	249.90	1	249.90	0.00	0	249.90	0.32%	1	0.00
47971	OFFICE SUPPLIES	5734	<a href="#">FS *TECHSMITH</a>	877-3278914	CA	249.00	1	249.00	0.00	0	249.00	0.32%	1	0.00
47978	VEHICLE EXPENSE	7538	<a href="#">BAYCOUNTIESDIES ELSERVINC</a>	510-490-5665	CA	242.68	1	242.68	0.00	0	242.68	0.32%	1	0.00
47972	OTHER	5732	<a href="#">BESTBUYCOM806020018185</a>	888-BESTBUY	MN	230.44	1	230.44	0.00	0	230.44	0.30%	1	14.83
		5732	<a href="#">BESTBUYCOM806107896501</a>	888-BESTBUY	MN	230.44	1	230.44	0.00	0	230.44	0.30%	1	14.83
47971	OFFICE SUPPLIES	5734	<a href="#">CBI*WINZIP</a>	800-799-9570	IL	230.00	1	230.00	0.00	0	230.00	0.30%	1	0.00
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*6V6KL90T3</a>	AMZN.COM/BILL	WA	220.56	1	220.56	0.00	0	220.56	0.29%	1	19.59
47972	OTHER	5732	<a href="#">BESTBUYCOM806020247097</a>	888-BESTBUY	MN	219.45	1	219.45	0.00	0	219.45	0.29%	1	14.12
		5732	<a href="#">BESTBUYCOM806085468384</a>	888-BESTBUY	MN	219.45	1	219.45	0.00	0	219.45	0.29%	1	14.12
		5732	<a href="#">BESTBUYCOM806107693528</a>	888-BESTBUY	MN	219.45	1	219.45	0.00	0	219.45	0.29%	1	14.12
378973	4899	4899	<a href="#">AUTOPAY/DISH NTWK</a>	800-333-3474	CO	212.76	3	70.92	0.00	0	212.76	0.28%	3	0.00
47979	WHOLESALE TRADE	5085	<a href="#">OMEGA *ENGINEERING</a>	203-359-1660	CT	210.99	1	210.99	0.00	0	210.99	0.27%	1	0.00

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47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*LV4O03CB3</a>	AMZN.COM/BILL	WA	\$ 208.51	1	\$ 208.51	\$ 0.00	0	\$ 208.51	0.27%	1	\$ 18.52
47979	WHOLESALE TRADE	5065	<a href="#">DIRECT PIVOT PARTS INC.</a>	402-694-4887	NE	207.40	1	207.40	0.00	0	207.40	0.27%	1	13.57
47979	WHOLESALE TRADE	5085	<a href="#">WILCON INDUSTRIES</a>	351-471-0066	CA	207.13	1	207.13	0.00	0	207.13	0.27%	1	0.00
47979	WHOLESALE TRADE	5072	<a href="#">ALLFILTERS.COM</a>	801-953-0070	UT	204.39	2	102.19	0.00	0	204.39	0.27%	2	0.00
47970	OFFICE SERVICES	7399	<a href="#">EB BUSINESS WRITING E</a>	801-413-7200	CA	200.00	1	200.00	0.00	0	200.00	0.26%	1	0.00
		7399	<a href="#">EB COMMUNICATING WITH</a>	801-413-7200	CA	200.00	1	200.00	0.00	0	200.00	0.26%	1	0.00
47978	VEHICLE EXPENSE	5542	<a href="#">CHEVRON 0206357</a>	FREMONT	CA	198.31	4	49.58	0.00	0	198.31	0.26%	4	0.00
47962	BUILDING SERVIC	780	<a href="#">REED AND GRAHAM INC</a>	SAN JOSE	CA	198.02	1	198.02	0.00	0	198.02	0.26%	1	0.00
47979	WHOLESALE TRADE	5200	<a href="#">THE HOME DEPOT 1017</a>	HAYWARD	CA	400.00	1	400.00	209.13	1	190.87	0.25%	2	0.00
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*IF0BE5BL3</a>	AMZN.COM/BILL	WA	181.05	1	181.05	0.00	0	181.05	0.24%	1	0.00
47979	WHOLESALE TRADE	5085	<a href="#">GRAINGER</a>	877-2022594	IL	178.84	1	178.84	0.00	0	178.84	0.23%	1	14.76
47979	WHOLESALE TRADE	5085	<a href="#">NW PUMP &amp; EQUIP FREMONT</a>	5032052198	OR	173.05	1	173.05	0.00	0	173.05	0.22%	1	14.65
47979	WHOLESALE TRADE	5399	<a href="#">MAGNITUDE PROMAGBENCH</a>	972-543190919	CA	172.11	1	172.11	0.00	0	172.11	0.22%	1	0.00
373694	8699	8699	<a href="#">ASQ ECOMMERCE</a>	414-2728575	WI	169.00	1	169.00	0.00	0	169.00	0.22%	1	0.00
289779	COMPUTER	4816	<a href="#">DROPBOX*LR44F39 C8V9B</a>	DROPBOX.COM	CA	158.88	1	158.88	0.00	0	158.88	0.21%	1	0.00
47972	OTHER	5999	<a href="#">STEAMBRITE INC</a>	210-6629000	TX	144.33	1	144.33	0.00	0	144.33	0.19%	1	0.00
47979	WHOLESALE TRADE	5111	<a href="#">STAPLES DIRECT</a>	800-3333330	MA	142.65	1	142.65	0.00	0	142.65	0.19%	1	12.67
47979	WHOLESALE	5085	<a href="#">THE KNOX</a>	623-687-2300	AZ	134.99	1	134.99	0.00	0	134.99	0.18%	1	0.00

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47979	TRADE		<a href="#">COMPANY</a>											
47979	WHOLESALE TRADE	5085	<a href="#">EPASALES</a>	423-876-4366	TN	133.95	1	133.95	0.00	0	133.95	0.17%	1	0.00
373694	8699	8699	<a href="#">MISAC</a>	714-738-5309	CA	130.00	1	130.00	0.00	0	130.00	0.17%	1	10.46
		8699	<a href="#">CALIFORNIA ASSOCIATION OF</a>	800-592-1970	CA	130.00	1	130.00	0.00	0	130.00	0.17%	1	8.79
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*MS5UE60D0</a>	AMZN.COM/BILL	WA	126.16	1	126.16	0.00	0	126.16	0.16%	1	11.21
47963	BUSINESS EXPENS	8299	<a href="#">INREACH ONLINE CLE</a>	877-8801335	TX	126.00	1	126.00	0.00	0	126.00	0.16%	1	0.00
387601	7392	7392	<a href="#">PAYPAL *DKFSOLUTION</a>	402-935-7733	CA	125.00	1	125.00	0.00	0	125.00	0.16%	1	0.00
47961	AUTO/RV DEALERS	5511	<a href="#">LODI TRUCK AND EQUIPMENT</a>	916-3725634	CA	123.92	1	123.92	0.00	0	123.92	0.16%	1	0.00
47979	WHOLESALE TRADE	5200	<a href="#">THE HOME DEPOT #0635</a>	UNION CITY	CA	123.92	1	123.92	0.00	0	123.92	0.16%	1	11.01
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*S92 H55YW3 AMZN</a>	AMZN.COM/BILL	WA	118.70	1	118.70	0.00	0	118.70	0.15%	1	10.55
342849	Postage Stamps	9402	<a href="#">USPS.COM POSTAL STORE</a>	800-782-6724	MO	111.80	1	111.80	0.00	0	111.80	0.15%	1	0.00
47963	BUSINESS EXPENS	8999	<a href="#">THE BUSINESS JOURNALS</a>	800-486-3289	NC	110.00	1	110.00	0.00	0	110.00	0.14%	1	0.00
371673	8398	8398	<a href="#">CALIFORNIA SOCIETY OF MUN</a>	916-2312137	CA	110.00	1	110.00	0.00	0	110.00	0.14%	1	0.00
373694	8699	8699	<a href="#">EAST BAY CHAPTER APA - EC</a>	925-698-4910	CA	110.00	2	55.00	0.00	0	110.00	0.14%	2	0.00
47979	WHOLESALE TRADE	5199	<a href="#">TAP PLASTICS #10</a>	510-3573755	CA	108.68	2	54.34	0.00	0	108.68	0.14%	2	9.65
47972	OTHER	5999	<a href="#">DRILLSANDCUTTE RS.COM</a>	800-870-3201	NY	106.06	1	106.06	0.00	0	106.06	0.14%	1	0.00
47972	OTHER	5732	<a href="#">BATTERIESDIRECT INC</a>	888-320-1212	CA	102.07	1	102.07	0.00	0	102.07	0.13%	1	0.00
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*MC1GG5SH2</a>	AMZN.COM/BILL	WA	101.84	1	101.84	0.00	0	101.84	0.13%	1	9.06

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
384466	Computer	5045	<a href="#">DMI* DELL HLTHCR/PTR</a>	800-274-1550	TX	\$ 100.82	1	\$ 100.82	\$ 0.00	0	\$ 100.82	0.13%	1	\$ 8.96
47979	WHOLESALE TRADE	5039	<a href="#">HD SUPPLY WHITE CAP #022</a>	HAYWARD	CA	94.16	1	94.16	0.00	0	94.16	0.12%	1	0.00
47970	OFFICE SERVICES	7311	<a href="#">FACEBK A2US9QW3A2</a>	650-5434800	CA	93.83	1	93.83	0.00	0	93.83	0.12%	1	0.00
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*8H7TK05U3</a>	AMZN.COM/BILL	WA	87.78	1	87.78	0.00	0	87.78	0.11%	1	7.80
47970	OFFICE SERVICES	7311	<a href="#">FACEBK M6QXESE4A2</a>	650-5434800	CA	86.67	1	86.67	0.00	0	86.67	0.11%	1	0.00
47979	WHOLESALE TRADE	5399	<a href="#">CHEMETRICS.COM</a>	540-7889026	VA	82.95	1	82.95	0.00	0	82.95	0.11%	1	0.00
47966	MAIL/TELEPHONE	5965	<a href="#">SUMMIT RACING MAIL ORDER</a>	800-230-3030	OH	81.19	1	81.19	0.00	0	81.19	0.11%	1	7.21
47979	WHOLESALE TRADE	5065	<a href="#">BURLINGTON SAFETY LABORAT</a>	888-8171412	CA	80.00	2	40.00	0.00	0	80.00	0.10%	2	1.60
47979	WHOLESALE TRADE	5251	<a href="#">FIX.COM</a>	877-3464809	FL	78.24	1	78.24	0.00	0	78.24	0.10%	1	0.00
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*MC5 QV6W70</a>	AMZN.COM/BILL	WA	75.48	1	75.48	0.00	0	75.48	0.10%	1	6.70
235401	REGISTRATION	8111	<a href="#">BEST BEST AND KRIEGER LLP</a>	951-686-1450	CA	75.00	1	75.00	0.00	0	75.00	0.10%	1	0.00
47978	VEHICLE EXPENSE	5533	<a href="#">PEPBOYS STORE 816</a>	UNION CITY	CA	73.52	1	73.52	0.00	0	73.52	0.10%	1	6.53
47971	OFFICE SUPPLIES	5943	<a href="#">STAPLES 00112995</a>	FREMONT	CA	72.09	1	72.09	0.00	0	72.09	0.09%	1	6.10
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*YR4 5V9KD3</a>	AMZN.COM/BILL	WA	71.86	1	71.86	0.00	0	71.86	0.09%	1	6.08
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*LH5F082Z3</a>	AMZN.COM/BILL	WA	67.02	1	67.02	0.00	0	67.02	0.09%	1	5.95
47970	OFFICE SERVICES	7311	<a href="#">FACEBK 4HE4ZRN3A2</a>	650-5434800	CA	65.73	1	65.73	0.00	0	65.73	0.09%	1	0.00
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*JC5534R53 AM</a>	AMZN.COM/BILL	WA	60.10	1	60.10	0.00	0	60.10	0.08%	1	5.34

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47971	OFFICE SUPPLIES	5734	<a href="#">DRI*MSP360(TM)</a>	952-908-4084	MN	\$ 60.00	1	\$ 60.00	\$ 0.00	0	\$ 60.00	0.08%	1	\$ 0.12
47979	WHOLESALE TRADE	5074	<a href="#">SUPPLYHOUSE.CO M</a>	888-757-4774	NY	56.52	1	56.52	0.00	0	56.52	0.07%	1	4.58
47979	WHOLESALE TRADE	5111	<a href="#">PITNEY BOWES PI</a>	844-256-6444	CT	54.86	1	54.86	0.00	0	54.86	0.07%	1	4.87
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*MY3 SC3P42 AMZN</a>	AMZN.COM/BILL	WA	53.88	1	53.88	0.00	0	53.88	0.07%	1	4.79
47978	VEHICLE EXPENSE	5533	<a href="#">PAYPAL *APLUSAUTO EBAY AP</a>	402-935-7733	CA	51.58	1	51.58	0.00	0	51.58	0.07%	1	4.58
47972	OTHER	5941	<a href="#">CROWN AWARDS INC</a>	800-227-1557	NY	51.14	2	25.57	0.00	0	51.14	0.07%	2	0.06
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*Q25LF12Z3 AM</a>	AMZN.COM/BILL	WA	50.46	1	50.46	0.00	0	50.46	0.07%	1	4.48
		5942	<a href="#">AMZN MKTP US*MS8L77ZM1 AM</a>	AMZN.COM/BILL	WA	50.46	1	50.46	0.00	0	50.46	0.07%	1	4.48
47978	VEHICLE EXPENSE	4784	<a href="#">FASTRAK CSC</a>	415-486-8655	CA	50.00	2	25.00	0.00	0	50.00	0.06%	2	0.00
47972	OTHER	5999	<a href="#">PRESSURE WASHER PARTS</a>	605-9342222	SD	44.50	1	44.50	0.00	0	44.50	0.06%	1	0.00
384466	Computer	5045	<a href="#">CENTRAL COMPUTERS OF E</a>	PLEASANTON	CA	43.74	1	43.74	0.00	0	43.74	0.06%	1	3.89
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*W77321TI3</a>	AMZN.COM/BILL	WA	42.68	1	42.68	0.00	0	42.68	0.06%	1	3.79
373694	8699	8699	<a href="#">CAPIO - CA ASSOCIATION OF</a>	530-9245444	CA	40.00	2	20.00	0.00	0	40.00	0.05%	2	0.00
47979	WHOLESALE TRADE	5065	<a href="#">NEWARK US 00000075</a>	773-907-6000	IL	35.45	1	35.45	0.00	0	35.45	0.05%	1	2.44
47972	OTHER	5732	<a href="#">MAGNUM ELECTRONICS INC</a>	302-734-9250	DE	34.93	1	34.93	0.00	0	34.93	0.05%	1	0.00
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*CW6C01I03</a>	AMZN.COM/BILL	WA	34.92	1	34.92	0.00	0	34.92	0.05%	1	3.12
47971	OFFICE	5942	<a href="#">AMZN MKTP</a>	AMZN.COM/BILL	WA	33.98	1	33.98	0.00	0	33.98	0.04%	1	3.01

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47971	SUPPLIES		<a href="#">US*7R5VP7Z63 AM</a>											
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*MD83E1K91</a>	AMZN.COM/BILL	WA	32.90	1	32.90	0.00	0	32.90	0.04%	1	2.92
		5942	<a href="#">AMZN MKTP US*MS6KT0GB1</a>	AMZN.COM/BILL	WA	32.90	1	32.90	0.00	0	32.90	0.04%	1	0.00
		5942	<a href="#">AMZN MKTP US*MS9E42A10</a>	AMZN.COM/BILL	WA	32.90	1	32.90	0.00	0	32.90	0.04%	1	0.00
47972	OTHER	5999	<a href="#">CELLPHONECASES.COM</a>	818-600-1081	CA	32.84	1	32.84	0.00	0	32.84	0.04%	1	0.00
47971	OFFICE SUPPLIES	5734	<a href="#">SP * LEVINE AUTO AND T</a>	HTTPSLEVINEAU	CT	32.78	1	32.78	0.00	0	32.78	0.04%	1	0.00
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*MS9 DF1JK0</a>	AMZN.COM/BILL	WA	28.44	1	28.44	0.00	0	28.44	0.04%	1	2.53
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*MS9I F5JR0</a>	AMZN.COM/BILL	WA	27.40	1	27.40	0.00	0	27.40	0.04%	1	2.43
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*MS0T32312</a>	AMZN.COM/BILL	WA	26.33	1	26.33	0.00	0	26.33	0.03%	1	2.34
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*4I3XM0Y73</a>	AMZN.COM/BILL	WA	26.32	1	26.32	0.00	0	26.32	0.03%	1	2.34
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*SW2QS6HE3</a>	AMZN.COM/BILL	WA	25.23	1	25.23	0.00	0	25.23	0.03%	1	2.24
47979	WHOLESALE TRADE	5044	<a href="#">MY BINDING COM</a>	503-2070394	OR	24.95	1	24.95	0.00	0	24.95	0.03%	1	1.51
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*MC4 UP16M0</a>	AMZN.COM/BILL	WA	24.12	1	24.12	0.00	0	24.12	0.03%	1	2.14
		5942	<a href="#">AMZN MKTP US*QJ1F62R43</a>	AMZN.COM/BILL	WA	24.12	1	24.12	0.00	0	24.12	0.03%	1	2.14
47971	OFFICE SUPPLIES	5734	<a href="#">DRI*CLOUDBERRY LAB(TM)</a>	952-908-4084	MN	24.00	1	24.00	0.00	0	24.00	0.03%	1	0.05
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*MT9 PD9MG3 AMZN</a>	AMZN.COM/BILL	WA	21.90	1	21.90	0.00	0	21.90	0.03%	1	1.95
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*M75 XU3O41</a>	AMZN.COM/BILL	WA	20.17	1	20.17	0.00	0	20.17	0.03%	1	1.79
47963	BUSINESS	8641	<a href="#">PATCH.COM</a>	PATCH.COM	NY	18.00	1	18.00	0.00	0	18.00	0.02%	1	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47963	EXPENS													
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*HX6UH6XT3</a>	AMZN.COM/BILL	WA	17.46	1	17.46	0.00	0	17.46	0.02%	1	1.56
47978	VEHICLE EXPENSE	5533	<a href="#">AUTOZONE #3338</a>	UNION CITY	CA	16.99	2	8.49	0.00	0	16.99	0.02%	2	1.51
289779	COMPUTER	5968	<a href="#">AMAZON PRIME*M75IR83N2</a>	AMZN.COM/BILL	WA	14.26	1	14.26	0.00	0	14.26	0.02%	1	1.27
		5968	<a href="#">AMAZON PRIME*0T3B245M3</a>	AMZN.COM/BILL	WA	14.26	1	14.26	0.00	0	14.26	0.02%	1	1.27
		5968	<a href="#">AMAZON PRIME*MS3LO1XC0</a>	AMZN.COM/BILL	WA	14.26	1	14.26	0.00	0	14.26	0.02%	1	1.27
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*Z15 HF13W3</a>	AMZN.COM/BILL	WA	14.23	1	14.23	0.00	0	14.23	0.02%	1	1.26
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*MS7F69NS2</a>	AMZN.COM/BILL	WA	13.16	1	13.16	0.00	0	13.16	0.02%	1	1.17
		5942	<a href="#">AMZN MKTP US*MY74C1EK1</a>	AMZN.COM/BILL	WA	13.16	1	13.16	0.00	0	13.16	0.02%	1	1.17
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*M77B663C2</a>	AMZN.COM/BILL	WA	13.04	1	13.04	0.00	0	13.04	0.02%	1	1.16
47979	WHOLESALE TRADE	5399	<a href="#">BATTERYGUY</a>	800-572-1975	GA	12.48	1	12.48	0.00	0	12.48	0.02%	1	0.00
47972	OTHER	5732	<a href="#">HDACCESSORY COM</a>	909-5958199	CA	12.37	1	12.37	0.00	0	12.37	0.02%	1	0.00
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*ZX8DN7NN3</a>	AMZN.COM/BILL	WA	12.06	1	12.06	0.00	0	12.06	0.02%	1	1.07
47971	OFFICE SUPPLIES	5942	<a href="#">AMAZON.COM*D66 M59Z93</a>	AMZN.COM/BILL	WA	11.52	1	11.52	0.00	0	11.52	0.01%	1	1.02
373183	5046	5046	<a href="#">BOBCAT OF FREMONT</a>	FREMONT	CA	11.21	1	11.21	0.00	0	11.21	0.01%	1	0.00
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*M65569K03</a>	AMZN.COM/BILL	WA	10.95	1	10.95	0.00	0	10.95	0.01%	1	0.97
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP US*VJ72M4AO3</a>	AMZN.COM/BILL	WA	10.83	1	10.83	0.00	0	10.83	0.01%	1	0.96
47971	OFFICE	5942	<a href="#">AMZN MKTP</a>	AMZN.COM/BILL	WA	9.41	1	9.41	0.00	0	9.41	0.01%	1	0.84

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47971	SUPPLIES		<a href="#">US*MS08E4Z00 AM</a>											
47971	OFFICE SUPPLIES	5942	<a href="#">AMZN MKTP</a> <a href="#">US*MS0LP3AY1</a>	AMZN.COM/BILL	WA	8.11	1	8.11	0.00	0	8.11	0.01%	1	0.72
47978	VEHICLE EXPENSE	5541	<a href="#">CHEVRON 0209937</a>	FREMONT	CA	7.64	1	7.64	0.00	0	7.64	0.01%	1	0.65
47978	VEHICLE EXPENSE	5541	<a href="#">76 - DBA MAX</a> <a href="#">PETROLEUM IN</a>	FREMONT	CA	7.00	1	7.00	0.00	0	7.00	0.01%	1	0.03
235401	REGISTRATION	8111	<a href="#">LIEBERTCASS</a>	3109812000	CA	0.00	0	0.00	75.00	1	(75.00)	0.00%	1	0.00
47979	WHOLESALE TRADE	5200	<a href="#">LOWES #01895*</a>	FREMONT	CA	81.89	1	81.89	226.34	1	(144.45)	0.00%	2	6.93
47963	BUSINESS EXPENS	8220	<a href="#">PAYPAL *CSUSB</a>	4029357733	CA	0.00	0	0.00	149.25	1	(149.25)	0.00%	1	0.00
47972	OTHER	5999	<a href="#">DOLLARS AND DOLLARS</a>	DALLAS	TX	0.00	0	0.00	346.13	4	(346.13)	0.00%	4	0.00
387601	7392	7392	<a href="#">WEBINARJAM</a>	8727772727	CA	0.00	0	0.00	499.00	1	(499.00)	(0.65%)	1	0.00
47963	BUSINESS EXPENS	9399	<a href="#">CITY OF FREMONT</a> <a href="#">RECREA</a>	FREMONT	CA	0.00	0	0.00	525.00	1	(525.00)	(0.68%)	1	0.00
47972	OTHER	5999	<a href="#">INTUIT PAYMENTS</a>	800-262-3246	CA	0.00	0	0.00	9,900.00	1	(9,900.00)	(12.86%)	1	0.00
47963	BUSINESS EXPENS	8999	<a href="#">SQ *ONAN CAPTIAL</a> <a href="#">INC</a>	GOSQ.COM	TN	0.00	0	0.00	10,197.00	1	(10,197.00)	(13.24%)	1	0.00

Total

\$99,327.86

\$22,334.28

\$ 76,993.58

276

\$ 2,273.77

Total Number of Records:

202

End of Report



Merchant Spend Analysis - Detail Output Parameter Page

**Cycle Close Date Range:** 04/2020 to 06/2020  
**Report Type:** Detail  
**Merchant Profile Source:** Association  
**Merchant Names:** All  
**Merchant Category Code Group:** All  
**Merchant States:** All

**Sort Report By:** (1) Total Spend, (2) No Sort, (3) No Sort, (4) No Sort  
**Break/Subtotal Level:** No Break/Subtotal

<b>Processing Hierarchy Position:</b>	<u>Bank</u>	<u>Agent</u>	<u>Company</u>	<u>Division</u>	<u>Department</u>
	1425	3135	51756	All	All



**Directors**  
Manny Fernandez  
Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

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

Karen W. Murphy  
*Attorney*

**JULY 27, 2020  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 20**

**TITLE:** COVID-19 Update (*This is an Information Item*)

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

**Recommendation**

Information only.

**Previous Board Action**

None.

**Background**

General Manager Eldredge will provide an update on the District's COVID-19 response and staffing levels.

**UNION SANITARY DISTRICT  
CHECK REGISTER  
07/01/2020-07/17/2020**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
175039	7/16/2020	143	800526.2	KIEWIT INFRASTRUCTURE WEST CO	PRIMARY DIGESTER NO. 2 REHABILITATION	\$476,949.31	\$476,949.31
174980	7/9/2020	143	900502.2	KIEWIT INFRASTRUCTURE WEST CO	HEADWORKS SCREENS REPLACEMENT	\$391,583.96	\$391,583.96
175036	7/16/2020	143	201180031	HAZEN AND SAWYER	CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$57,530.75	\$257,821.80
	7/16/2020	110	201180025		MP - AERATION BASIN MODIFICATIONS	\$200,291.05	
174965	7/9/2020	143	14671	ALAMEDA COUNTY WATER DISTRICT	PURIFIED WATER FEASIBILITY EVALUATION	\$43,798.85	\$43,798.85
174975	7/9/2020	121	1308	ELECTRO SCAN INC	SERVICE: TRUNK MAIN INSP	\$30,000.00	\$30,000.00
175012	7/9/2020	143	177621	WOODARD & CURRAN INC	IRVINGTON BASIN MASTER PLAN UPDATE	\$29,367.50	\$29,843.00
	7/9/2020	144	177472		PRETREATMENT CONSULTING SERVICES	\$475.50	
175046	7/16/2020	170	105181	MUNIQUEP, LLC	NPS PUMPS REBUILD PARTS FOR 2 PUMPS	\$29,458.01	\$29,458.01
175068	7/16/2020		8308	TRUMARK HOMES INC	REFUND # 25968	\$28,350.00	\$28,350.00
175070	7/16/2020		533620200622	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - JUNE 2020	\$24,735.26	\$24,735.26
174993	7/9/2020	170	761520200625	PACIFIC GAS AND ELECTRIC	SERV TO 06/24/20 NEWARK PS	\$23,379.50	\$23,379.50
175027	7/16/2020		254740	BURKE, WILLIAMS & SORENSON LLP	CIP - APR 2020	\$3,931.20	\$21,948.08
	7/16/2020	150	255578		FORCE MAIN RELOCATION - MAY 2020	\$98.28	
	7/16/2020		255582		CIP - MAY 2020	\$2,784.60	
	7/16/2020	150	255581		GENERAL LEGAL - MAY 2020	\$15,134.00	
175017	7/16/2020		1388910	ALLIANT INSURANCE SERVICES INC	PHYSICAL DAMAGE ANNUAL PREMIUM RENEWAL 7/20-7/21	\$20,894.00	\$20,894.00

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
175069	7/16/2020	110	48627921	UNIVAR SOLUTIONS USA INC	4900 GALS SODIUM HYPOCHLORITE	\$3,539.65	\$20,882.86
	7/16/2020	110	48632952		4952.9 GALS SODIUM HYPOCHLORITE	\$3,577.86	
	7/16/2020	110	48631267		4902.8 GALS SODIUM HYPOCHLORITE	\$3,541.68	
	7/16/2020	110	48627923		4850.5 GALS SODIUM HYPOCHLORITE	\$3,503.89	
	7/16/2020	110	48624997		4501.1 GALS SODIUM HYPOCHLORITE	\$3,251.50	
	7/16/2020	110	48627922		4801.2 GALS SODIUM HYPOCHLORITE	\$3,468.28	
175052	7/16/2020		33560	PREFERRED BENEFIT INSUR ADMINS	JULY 2020 VSP STMT	\$3,161.00	\$17,381.55
	7/16/2020		33515		JULY 2020 DELTA DENTAL STMT	\$14,220.55	
175062	7/16/2020	122	4327403	SC FUELS	5,936 GALS UNLEADED REGULAR GASOLINE	\$13,287.85	\$13,287.85
175030	7/16/2020	110	1418689	DEPARTMENT OF GENERAL SERVICES	SERV: MAY 2020 PLANT	\$10,323.69	\$10,323.69
175022	7/16/2020	143	4HM36	BAY AREA AIR QUALITY MGMT DIST	PERMIT APPLICATION PRIMARY DIGESTER NO. 7	\$9,308.00	\$9,308.00
174983	7/9/2020		37432220200701	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - JUL 2020	\$8,885.73	\$8,885.73
175003	7/9/2020	170	127129	SHAPE INCORPORATED	2 SITE WASTE INSERT WEAR RINGS	\$6,969.13	\$6,969.13
175051	7/16/2020	110	1462579	POLYDYNE INC	42,240 LBS CLARIFLOC WE-539	\$5,757.72	\$5,757.72
175015	7/16/2020	170	4017420220200707	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 07/06/20 - FREMONT BLVD	\$70.40	\$5,165.79
	7/16/2020	170	4017274120200707		SERV TO: 07/02/20 - FREMONT BLVD	\$5,095.39	

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
175073	7/16/2020	170	4148887	WESTERN ENERGY SYSTEMS	1 THROTTLE VALVE	\$2,063.05	\$5,001.44
	7/16/2020		4148886		CREDIT: 1 THROTTLE VALVE	\$-2,570.97	
	7/16/2020		4148086		1 THROTTLE VALVE	\$2,570.97	
	7/16/2020	170	4148473		13 COGEN HEAD GASKETS & SCRAPER RINGS	\$2,938.39	
175037	7/16/2020	170	435107	KAMAN INDUSTRIAL TECHNOLOGIES	1 EXPANSION JOINT	\$1,739.18	\$4,458.12
	7/16/2020	170	435109		1 EXPANSION JOINT	\$2,718.94	
175020	7/16/2020		14928402	AT&T	SERV: 05/20/20 - 06/19/20	\$215.59	\$3,978.33
	7/16/2020		14928378		SERV: 05/20/20 - 06/19/20	\$20.89	
	7/16/2020		14928380		SERV: 05/20/20 - 06/19/20	\$3,741.85	
174973	7/9/2020		4005881A	DELTA DENTAL SERVICE	JUNE 2020 DENTAL	\$462.46	\$3,733.06
	7/9/2020		4005881C		JUNE 2020 DENTAL	\$3,270.60	
175011	7/9/2020	121	45836	WECO INDUSTRIES LLC	CAMERA REPAIRS	\$3,514.12	\$3,514.12
175065	7/16/2020		31546	THOMAS AND ASSOCIATES	ASTD PUMP PARTS	\$3,311.15	\$3,311.15
175048	7/16/2020	141	520000328	NBS	SEWER SERVICE CHARGE DATA SERV JUL - SEPT 2020	\$3,275.55	\$3,275.55
175025	7/16/2020	170	62064	BEECHER ENGINEERING	ARC FLASH STUDY	\$3,200.00	\$3,200.00
175024	7/16/2020	122	19140	BAYSCAPE LANDSCAPE MANAGEMENT	LANDSCAPE MAINTENANCE SERVICES - JUNE 2020	\$3,120.00	\$3,120.00
175010	7/9/2020		9857086958	VERIZON WIRELESS	WIRELESS SERV & TABLETS 05/21/20-06/20/20	\$3,030.40	\$3,030.40
175023	7/16/2020	143	7073	BAY AREA COATING CONSULTANT	COATINGS INSPECTION - PRIMARY DIGESTER NO. 2 REHAB	\$3,012.50	\$3,012.50
174997	7/9/2020	120	916004238377	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - JULY 2020	\$2,713.29	\$2,713.29

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
175032	7/16/2020	143	24227	DRYCO CONSTRUCTION INC	PLANT PAVING	\$2,663.00	\$2,663.00
175056	7/16/2020	170	18744	RAMOS OIL COMPANY INC	275 GALS COOLANT	\$2,593.69	\$2,593.69
175067	7/16/2020	122	103354	TRI-SIGNAL INTEGRATION INC	SERVICE: REPLACE UDACT	\$1,375.00	\$2,260.73
	7/16/2020	122	103598		SERVICE: REPLACE SMOKE DETECTOR	\$535.73	
	7/16/2020	122	103251		SERVICE: ERROR CODE ON PANEL	\$350.00	
174991	7/9/2020	150	6309	ORO LOMA SANITARY DISTRICT	3,000 SURGICAL FACE MASKS	\$2,162.59	\$2,162.59
175059	7/16/2020		13759	ROOTER HERO	REFUND # 25969	\$500.00	\$2,000.00
	7/16/2020		13762		REFUND # 25973	\$500.00	
	7/16/2020		12727		REFUND # 25972	\$500.00	
	7/16/2020		13741		REFUND # 25974	\$500.00	
175049	7/16/2020	121	614475	NOZZTEQ INC	25 LUMBERJACK 200 SERIES CUTTING CHAINS	\$1,885.93	\$1,885.93
174990	7/9/2020		20200629	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - JUNE 2020	\$1,701.91	\$1,701.91

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
175043	7/16/2020	121	41343968	MCMaster Supply Inc	ASTD PARTS & MATERIALS	\$30.44	\$1,655.89
	7/16/2020	170	41316510		ASTD PARTS & MATERIALS	\$164.11	
	7/16/2020	122	41415923		ASTD PARTS & MATERIALS	\$71.71	
	7/16/2020	122	41347631		ASTD PARTS & MATERIALS	\$171.43	
	7/16/2020	170	41348091		ASTD PARTS & MATERIALS	\$65.66	
	7/16/2020	122	41548690		ASTD PARTS & MATERIALS	\$16.28	
	7/16/2020	171	41278115		ASTD PARTS & MATERIALS	\$286.86	
	7/16/2020	122	41557169		ASTD PARTS & MATERIALS	\$161.64	
	7/16/2020	170	41335347		ASTD PARTS & MATERIALS	\$119.23	
	7/16/2020	122	42030308		ASTD PARTS & MATERIALS	\$240.88	
	7/16/2020		42031595		ASTD PARTS & MATERIALS	\$327.65	
175016	7/16/2020		280033369	ALFA LAVAL ASHBROOK SIMON-HART	2 GBT WASHBOX ACTUATOR MOTORS	\$1,616.60	\$1,616.60
175001	7/9/2020	110	20061119	S&S TRUCKING	GRIT HAULING 06/01/2020	\$749.45	\$1,499.45
	7/9/2020	110	20061120		GRIT BIN RENTAL 06/01/2020	\$750.00	
174992	7/9/2020		8478713	OVIVO USA LLC	ASTD CLARIFIER PARTS	\$1,485.93	\$1,485.93
174987	7/9/2020	110	2364055326	MIELE PROFESSIONAL PRODUCTS	SERVICE: GLASSWASHER REPAIR	\$543.86	\$1,348.13
	7/9/2020	110	2364048122		SERVICE: GLASSWASHER REPAIR	\$804.27	
175044	7/16/2020	171	2058764	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - JULY 2020	\$1,245.43	\$1,245.43
174994	7/9/2020	122	22678	PRIME MECHANICAL SERVICE INC	SERVICE CALL: IRVINGTON PUMP STATION	\$1,128.00	\$1,128.00

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174989	7/9/2020	170	24086346	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$345.50	\$1,085.73
	7/9/2020	170	24086433		ASTD PARTS & MATERIALS	\$308.72	
	7/9/2020	170	24085185		ASTD PARTS & MATERIALS	\$365.69	
	7/9/2020	170	24086345		ASTD PARTS & MATERIALS	\$65.82	
175064	7/16/2020		26717	THE CONSTRUCTION ZONE LLC	8 TRAFFIC SIGN STANDS	\$1,009.26	\$1,009.26
175019	7/16/2020	170	723950	A-PRO PEST CONTROL INC	JUNE PEST CONTROL	\$1,005.00	\$1,005.00
174999	7/9/2020		10671	ROOTER HERO	REFUND # 25955	\$500.00	\$1,000.00
	7/9/2020		13772		REFUND # 25960	\$500.00	
175057	7/16/2020		12715	RESCUE ROOTER	REFUND # 26984	\$500.00	\$1,000.00
	7/16/2020		14791		REFUND # 26987	\$500.00	
174982	7/9/2020	132	1500508	LIEBERT CASSIDY WHITMORE	LEGAL SVS - CALPERS UNIFORM APPEAL	\$980.00	\$980.00
174995	7/9/2020	170	21979	R & S ERECTION OF S ALAMEDA	SERVICE: VEHICLE GATE GEARBOX	\$358.00	\$976.80
	7/9/2020	170	21980		SERVICE: VEHICLE GATE GEARBOX	\$618.80	
175038	7/16/2020	172	4258	KEN GRADY CO INC	1 CALIBRATOR	\$952.75	\$952.75
175031	7/16/2020	173	481819	DLT SOLUTIONS, LLC	AWS CLOUD STORAGE - MAY 2020	\$934.36	\$934.36
174968	7/9/2020		6021435507	AT&T	SERV: 05/11/20 - 06/10/20	\$882.85	\$882.85
174998	7/9/2020	170	197062	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$690.75	\$690.75



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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
175018	7/16/2020		1102376084	AMERIPRIDE SERVICES INC	UNIFORM LAUNDERING & RUGS	\$275.12	\$667.27
	7/16/2020		1102376088		UNIFORM LAUNDERING SERVICE	\$344.57	
	7/16/2020		1102376096		ASTD DUST MOPS, WET MOPS & TERRY TOWEL	\$47.58	
174971	7/9/2020	132	200714687	CLAREMONT BEHAVIORAL SERVICES	JULY 2020 EAP PREMIUMS	\$662.40	\$662.40
175063	7/16/2020	170	56196	SWAGELOK NORTHERN CA	ASTD PARTS & MATERIALS	\$622.10	\$622.10
175072	7/16/2020	113	8801391251	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$64.30	\$602.63
	7/16/2020	113	8801367108		LAB SUPPLIES	\$387.13	
	7/16/2020	113	8801401373		LAB SUPPLIES	\$151.20	
174974	7/9/2020		14774	E Z PLUMBING	REFUND # 25962	\$500.00	\$500.00
174976	7/9/2020		10665	ELITE ROOTER INC	REFUND # 25951	\$500.00	\$500.00
174979	7/9/2020		10581	TAWAB KHALIQI	REFUND # 25953	\$500.00	\$500.00
174981	7/9/2020		10610	THOMAS LEE	REFUND # 25950	\$500.00	\$500.00
174988	7/9/2020		14780	MONARCH PLUMBING & ROOTER INC	REFUND # 25963	\$500.00	\$500.00
174996	7/9/2020		10210	SILVIA RAMIREZ	REFUND # 25947	\$500.00	\$500.00
175000	7/9/2020		10669	ROTO-ROOTER SERVICES	REFUND # 25954	\$500.00	\$500.00
175004	7/9/2020		10660	MALLIKARJUN SHIRASHYAD	REFUND # 25952	\$500.00	\$500.00
175006	7/9/2020		14770	STREAMLINE PLUMBING & DRAIN	REFUND # 25961	\$500.00	\$500.00
175040	7/16/2020		10439.1	KRIS CONSTRUCTION	REFUND # 22748	\$500.00	\$500.00
175045	7/16/2020		12738	MONARCH PLUMBING & ROOTER INC	REFUND # 25971	\$500.00	\$500.00

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
175050	7/16/2020		14783	PIPE MYSTIC PLUMBING	REFUND # 26986	\$500.00	\$500.00
175053	7/16/2020		12731	PRESTIGE PLUMBING SOLUTIONS	REFUND # 25970	\$500.00	\$500.00
175055	7/16/2020		14782	R&L CONSTRUCTION	REFUND # 25975	\$500.00	\$500.00
175060	7/16/2020		14777	GEORGE ROSSY	REFUND # 26985	\$500.00	\$500.00
175061	7/16/2020		10602	ROTO-ROOTER SERVICES	REFUND # 23797	\$500.00	\$500.00
175021	7/16/2020	170	430726	AUTO BODY TOOLMART	ASTD PARTS & MATERIALS	\$460.04	\$460.04
174970	7/9/2020	150	84119	CITYLEAF INC	PLANT MAINTENANCE - JUNE 2020	\$431.86	\$431.86
175042	7/16/2020	113	2006864	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$202.00	\$404.00
	7/16/2020	113	2006771		LAB SAMPLE ANALYSIS	\$202.00	
175054	7/16/2020	110	2020030	QUALITY ASSURANCE SOLUTIONS	LABORATORY CONSULTING	\$390.00	\$390.00
175002	7/9/2020	170	143210	SECO CONTROL SYSTEMS	1 CENTRIFUGE DILLUTION FLOW METER	\$361.35	\$361.35
175066	7/16/2020	173	3161	TOTAL FLOW INC	ALVARADO MANHOLE MONITOR 4G ANTENNA INSTALLATION	\$300.00	\$300.00
175033	7/16/2020	123	2137787	HANSON AGGREGATES INC	3.19 TONS 1/2 MAX HMA TYPE A-R	\$272.03	\$272.03
174986	7/9/2020	170	40807493	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$182.29	\$268.29
	7/9/2020		41827369		ASTD PARTS & MATERIALS	\$86.00	
174967	7/9/2020	141	20200630	ROLLIE ARBOLANTE	EXP REIMB: TEAM RECOGNITION	\$262.01	\$262.01
175026	7/16/2020	170	40001064	BUREAU VERITAS/ANALYSTS INC	10 LAB SAMPLE ANALYSIS	\$251.50	\$251.50
174963	7/9/2020	143	21501351	ABC IMAGING, INC	STANDBY POWER SYSTEM UPGRADE	\$248.91	\$248.91

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
175034	7/16/2020	170	308663	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS	\$166.65	\$236.21
	7/16/2020		308757		ASTD PVC PARTS & MATERIALS	\$69.56	
175041	7/16/2020		4868057	MALLORY SAFETY AND SUPPLY LLC	ASTD CAL GAS	\$224.38	\$224.38
174985	7/9/2020	113	2006487	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$202.00	\$202.00
175014	7/16/2020	170	9102344750	AIRGAS NCN	ASTD PARTS & MATERIALS	\$161.93	\$161.93
175007	7/9/2020	130	20200707	SWRCB - STATE WATER RESOURCES	GRADE V OPERATOR CERTIFICATE RENEWAL - L. BRENNER	\$150.00	\$150.00
175008	7/9/2020	122	137165	TRI-SIGNAL INTEGRATION INC	FIRE PROTECTION SERVICE - MONTHLY CHARGE MONITORING AGREE	\$133.33	\$133.33
174969	7/9/2020	130	15225180	BLAISDELL'S	1 LABEL MAKER	\$130.12	\$130.12
175029	7/16/2020	113	20200630	CWEA	CERTIFICATION RENEWAL: A. HERNANDEZ	\$104.00	\$104.00
175013	7/16/2020	122	71542	AIR & TOOL ENGINEERING COMPANY	2 AIR TUBES	\$102.99	\$102.99
174972	7/9/2020	110	20200623	CWEA	CERTIFICATE RENEWAL - GRILLO, T. - GRADE II LAB TCP	\$94.00	\$94.00
174966	7/9/2020	170	4088644120200623	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 06/22/20 - BOYCE ROAD	\$74.99	\$74.99
175047	7/16/2020	170	214540	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$44.78	\$74.08
	7/16/2020	170	214542		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$29.30	
175009	7/9/2020	141	422947	ULTRAEX LLC	COURIER SVCS: 1 BOARDMEMBER DELIVERY - 06/03/20	\$63.13	\$63.13
174964	7/9/2020	143	20200701	ALAMEDA COUNTY TREASURER	FILING FEE - NOTICE OF EXEMPTION CALCIUM THIOSULFATE CHEMIC/	\$50.00	\$50.00
175035	7/16/2020		34314	HAYWARD PIPE AND SUPPLY	ASTD PARTS & MATERIALS	\$30.63	\$30.63
175058	7/16/2020	120	20200713	JOSE RODRIGUES JR	EXP REIMB: CS TEAM RECOGNITION	\$27.00	\$27.00
174984	7/9/2020	132	20200706	DOROTEO LORETO	REIMB LIVESCAN PRE-EMPLOYMENT	\$25.00	\$25.00

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175028	7/16/2020	122	317049	CENTERVILLE LOCKSMITH	ASTD KEYS & TAGS	\$23.12	\$23.12
175071	7/16/2020		9857698402	VERIZON WIRELESS	WIRELESS SERV 06/02/20-07/01/20	\$21.08	\$21.08
174977	7/9/2020	136	704378737	FEDERAL EXPRESS CORPORATION	SHIPPING SERVICE - BS	\$20.92	\$20.92
174978	7/9/2020	170	308454	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS	\$9.64	\$9.64
175005	7/9/2020	130	20200707	JENNIFER SIO-KWOK	EXP REIMB: MILEAGE TO UNION BANK	\$9.55	\$9.55

**Invoices:**

<b>Credit Memos :</b>	<b>1</b>	<b>-2,570.97</b>
<b>\$0 - \$1,000 :</b>	<b>103</b>	<b>7,609.47</b>
<b>\$1,000 - \$10,000 :</b>	<b>41</b>	<b>33,825.04</b>
<b>\$10,000 - \$100,000 :</b>	<b>13</b>	<b>193,945.86</b>
<b>Over \$100,000 :</b>	<b>3</b>	<b>1,068,824.32</b>
<b>Total:</b>	<b>161</b>	<b>1,571,009.32</b>

**Checks:**

<b>\$0 - \$1,000 :</b>	<b>61</b>	<b>23,590.00</b>
<b>\$1,000 - \$10,000 :</b>	<b>34</b>	<b>106,781.60</b>
<b>\$10,000 - \$100,000 :</b>	<b>13</b>	<b>314,282.65</b>
<b>Over \$100,000 :</b>	<b>3</b>	<b>1,126,355.07</b>
<b>Total:</b>	<b>111</b>	<b>1,571,009.32</b>