



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

**Monday, February 14, 2022
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

This meeting will be held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this 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, and may provide public comment by sending comments to the Board Clerk by email at assistanttogm@unionsanitary.ca.gov before or during the meeting 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, assistanttogm@unionsanitary.ca.gov or 510-477-7503, 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: 830 0790 2422 #

Participant ID: #

Click the Zoom link below to watch and listen:

<https://us02web.zoom.us/j/83007902422>

	1.	Call to Order.
	2.	Salute to the Flag. (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 January 24, 2022.
Motion	5.	Approve Minutes of the Union Sanitary District Special Board Meeting of January 27, 2022.
	6.	Written Communications.
	7.	Public Comment. Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available in the Boardroom and are requested to be completed prior to the start of the meeting.
Motion	8.	Consider an Extension of the Professional Services Contract for Annual Auditing Services with Lance, Soll & Lunghard, LLP, Certified Public Accountants for One Year <i>(to be reviewed by the Budget & Finance Committee)</i> .
Motion	9.	Award the Construction Contract for the Standby Power Generation System Upgrade Project to Clark Construction Group <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	10.	Award the Construction Contract for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project to Insituform Technologies, LLC <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 Environmental Science Associates for the Sea Level Rise Vulnerability Assessment and Adaptation Plan Study <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	12.	Consider Adoption of a Resolution Authorizing the Use of Teleconference Meetings in Compliance with AB 361.
Information	13.	Board Expenses for 2 nd Quarter of Fiscal Year 2022 <i>(to be reviewed by the Budget & Finance Committee)</i> .
Information	14.	Report on the East Bay Dischargers Authority Meeting of December 16, 2021.
Information	15.	COVID-19 Update.
Information	16.	Check Register.

- Information
17. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
 - a. Budget & Finance Committee – Wednesday, February 9, 2022, at 10:30 a.m.
 - Director Lathi and Director Toy
 - b. Engineering and Information Technology Committee – Friday, February 11, 2022, at 10:00 a.m.
 - Director Kite and Director Fernandez
 - c. Legal/Community Affairs Committee – will not meet.
 - d. Legislative Committee – will not meet.
 - e. Personnel Committee – will not meet.
-

- Information
18. General Manager's Report. *(Information on recent issues of interest to the Board).*
 19. Other Business:
 - a. Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
 - b. Scheduling matters for future consideration.
 20. Adjournment – The Board will adjourn to the next Regular Board Meeting to be held virtually on Monday, February 28, 2022, 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.



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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA
Wednesday, February 9, 2022
10:30 A.M.

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

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

Karen W. Murphy
Attorney

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1. Call to Order

2. Roll Call

3. Public Comment

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

4. Items to be reviewed for the Regular Board meeting of February 14, 2022:

- Consider an Extension of the Professional Services Contract for Annual Auditing Services with Lance, Soll & Lunghard, LLP, Certified Public Accountants for One Year
- Board Expenses for 2nd Quarter of Fiscal Year 2022

5. Adjournment

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

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



ENGINEERING AND INFORMATION TECHNOLOGY COMMITTEE MEETING

Committee Members: Director Kite and Director Fernandez

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA

**Friday, February 11, 2022
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

This meeting will be held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, 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 anytime during the meeting at 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

2. Roll Call

3. Public Comment

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

4. Items to be reviewed for the Regular Board meeting of February 14, 2022:

- Award the Construction Contract for the Standby Power Generation System Upgrade Project to Clark Construction Group – California, LP
 - Award the Contract for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project to Insituform Technologies, LLC
 - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Environmental Science Associates for the Sea Level Rise Vulnerability Assessment and Adaptation Plan Study
-

5. Adjournment

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

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

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING
AUTHORITY
January 24, 2022**

This meeting was held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this 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 observe the Board Meeting and provide public comment by sending comments to the Board Clerk.

CALL TO ORDER

President Kite 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: Pat Kite, President
Anjali Lathi, Vice President
Manny Fernandez, Secretary
Jennifer Toy, Director
Tom Handley, 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
Jose Rodrigues, Collection Services Manager
Robert Simonich, Fabrication, Maintenance, and Construction Manager
Raymond Chau, Interim Technical Services Manager
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Allan Briggs, Interim Capital Improvements Projects Team Coach
May Bautista, Administrative Specialist
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

VISITORS: Mitch Barker, Public Agency Retirement Services
Alice Johnson, League of Women Voters

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF
JANUARY 10, 2022**

It was moved by Vice President Lathi, seconded by Secretary Fernandez, to Approve the Minutes of the Board Meeting of January 10, 2022. 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 JANUARY 12, 2022

It was moved by Director Handley, seconded by Director Toy, to Approve the Minutes of the Special Board Meeting of January 12, 2022. Motion carried with the following vote:

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

DECEMBER 2021 MONTHLY OPERATIONS REPORT

General Manager Eldredge provided an overview of the Monthly Report, and Business Services Manager/CFO Carlson provided an overview of the financial reports.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

GENERAL DISTRICT ELECTION

- A) **CONSIDER A RESOLUTION ORDERING, CALLING, PROVIDING FOR, AND GIVING NOTICE OF A GENERAL ELECTION TO BE HELD IN UNION SANITARY DISTRICT, ALAMEDA COUNTY, CALIFORNIA, ON TUESDAY, JUNE 7, 2022, FOR THE PURPOSE OF ELECTING TWO DIRECTORS**
- B) **CONSIDER A RESOLUTION ORDERING THE CONSOLIDATION OF THE UNION SANITARY DISTRICT GENERAL ELECTION ON JUNE 7, 2022, WITH THE STATEWIDE DIRECT PRIMARY ELECTION TO BE HELD ON JUNE 7, 2022, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA TO CONSOLIDATE THE GENERAL DISTRICT ELECTION WITH THE STATEWIDE DIRECT PRIMARY ELECTION TO BE HELD ON JUNE 7, 2022**

This item was reviewed by the Personnel Committee. District Counsel Murphy stated Alameda County will conduct its statewide direct primary election on June 7, 2022. The filing period for candidates for two District Board of Directors positions will run from February 14, 2022 to March 11, 2022. Staff prepared two resolutions for the Board's consideration. Once the resolutions have been adopted a notice of consolidation must be filed with the Registrar of Voters. Staff recommended the Board adopt a resolution ordering, calling, providing for, and giving notice of a general election to be held in Union Sanitary District, Alameda County, California on Tuesday June 7, 2022, for the purpose of electing two Directors; and adopt a resolution ordering the consolidation of the Union Sanitary District general election on June 7, 2022, with the statewide direct primary

election to be held on June 7, 2022, and requesting the Board of Supervisors of the County of Alameda to consolidate the general District election with the statewide direct primary election to be held on said date; and authorize staff to notify the Register of Voters of the District's intention to consolidate election.

It was moved by Director Handley, seconded by Director Toy, to Adopt Resolution No. 2949 Ordering, Calling, Providing For, and Giving Notice of a General Election to be Held in Union Sanitary District, Alameda County, California, on June 7, 2022, For the Purpose of Electing Two Directors and Adopt Resolution No. 2950 Ordering the Consolidation of the Union Sanitary District General Election on June 7, 2022, with the Statewide Direct Primary Election to be Held on June 7, 2022, and Requesting the Board of Supervisors of the County of Alameda to Consolidate the General District Election with the Stateside Direct Primary Election to be Held on June 7, 2022. Motion carried with the following vote:

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

CONSIDER A RESOLUTION TO ACCEPT THE CONSTRUCTION OF THE HEADWORKS SCREENS REPLACEMENT PROJECT FROM KIEWIT INFRASTRUCTURE WEST COMPANY

This item was reviewed by the Engineering and Information Technology Committee. Interim Technical Services Manager Chau stated staff issued the Notice to Proceed to Kiewit on October 11, 2019, and the project was initially scheduled to be completed by November 5, 2020. Kiewit successfully completed installation of the three mechanical screens and two debris/screenings trash compactors by October 30, 2020. Staff then initiated a contract change order to replace the debris capture rack system from 3/8 inch to 1/4 inch spacing on Mechanical Screen No. 1 to match the other two mechanical screens. Procurement and installation of the 1/4 inch rack system was impacted by shipping and scheduling delays. Kiewit completed installation and reached substantial completion of the Project on October 13, 2021. Staff recommended the Board consider a resolution to accept the construction of the Headworks Screens Replacement Project from Kiewit Infrastructure West Co. and authorize recordation of a Notice of Completion.

It was moved by Secretary Fernandez, seconded by Director Toy, to Adopt Resolution No. 2951 Accepting Construction of the Headworks Screens Replacement Project Located in the City of Union City, California from Kiewit Infrastructure West Co. Motion carried with the following vote:

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

AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT AND TASK ORDER NO. 1 WITH CAROLLO ENGINEERS, INC. FOR THE PRIMARY DIGESTER NO. 8 FEASIBILITY STUDY

This item was reviewed by the Engineering and Information Technology Committee. Interim Technical Services Manager Chau stated the purpose of Task Order No. 1 is to authorize Carollo to evaluate the economic and non-economic feasibility of constructing a new Primary Digester No. 8 at the location of Primary Digesters No. 1 through 3, or at another location within the Plant. A summary of the evaluation to be performed and a breakdown of the task order were included in the Board meeting packet. Staff recommended the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Carollo Engineers, Inc. in the amount of \$110,739 for the Primary Digester No. 8 Feasibility Study.

It was moved by Director Handley, seconded by Director Toy, to Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. in the Amount of \$110,739 for the Primary Digester No. 8 Feasibility Study. Motion carried with the following vote:

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

CONSIDER A RESOLUTION ESTABLISHING A 115 TRUST TO BE ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

This item was reviewed by the Budget & Finance Committee. Business Services Manager/CFO Carlson stated the District contracts with CalPERS for its employees' pension services. The District's annual pension costs are comprised of two components, the normal cost (the dollar amount required to fund the current program and employees) and the Unfunded Accrued Liability (UAL – the unfunded portion of pension costs from prior years). The Board directed staff to explore options to manage the UAL and normal pension costs. Staff's recommendation included establishment of a 115 Pension Trust that could only be utilized for pension related expenses, including the UAL. In response to a Request for Proposals (RFP), staff received proposals from CalPERS, PARS, and PFM Asset Management. Based upon scoring in the areas of the firm's qualifications, experience, reputation, proposed fees, and projected investment returns, staff recommended the Board award the contract for pension trust administration services to PARS. Staff recommended the Board consider and adopt a resolution establishing a 115 Pension Trust to be administered by Public Agency Retirement Services (PARS).

It was moved by Director Toy, seconded by Vice President Lathi, to Adopt Resolution No. 2952 Establishing a 115 Pension Trust to be Administered by Public Agency Retirement Services (PARS). Motion carried with the following vote:

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

CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE USE OF TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB 361

District Counsel Murphy stated AB 361 requires public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing. The District is continuing to hold teleconferenced meetings as allowed under AB 361 due to the ongoing public health threat of COVID-19. The proposed resolution includes findings required by AB 361 to allow the District to hold teleconferenced meetings. Staff recommended the Board adopt a resolution authorizing the use of teleconference meetings in compliance with AB 361.

It was moved by Secretary Fernandez, seconded by Director Toy, to Adopt Resolution No. 2953 Authorizing the Use of Teleconference Meetings in Compliance with AB 361. Motion carried with the following vote:

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

INFORMATION ITEMS:

Update on the Subsurface Investigation at the Alvarado Wastewater Treatment Plant

This item was reviewed by the Engineering and Information Technology Committee. Interim Technical Services Manager Chau stated Alameda County Water District is responsible for regulating the groundwater supply within Union Sanitary District's service area. The purpose of the Plant's groundwater monitoring program is to document groundwater conditions in areas of concern at seven monitoring wells. In September 2021, Brown and Caldwell sampled the groundwater from the seven wells, analyzed the test results, and prepared a report. Conclusions from the 2021 groundwater monitoring event were outlined in the Board meeting packet.

Solar and Cogeneration Facilities Operational Update

This item was reviewed by the Budget & Finance Committee. Interim Technical Services Manager Chau stated the total benefit through December 31, 2021, for the Alvarado Wastewater Treatment Plant Solar Carport, constructed in 2011, was \$697,742 for a 78.4% simple payback. The total benefit to date for the Irvington Pump Station Solar Facility, constructed in 2012, was \$3,455,722 for a 120.5% simple payback. The total benefit to date for the Cogeneration Facility, constructed in 2014, was \$10,719,087 for a 75.2% simple payback.

Cal-Card 2nd Quarter Fiscal Year 2022 Activity Report

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge presented an overview of the CAL-Card 2nd Quarter report included in the Board meeting packet.

COVID-19 Update

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

Check Register

There were no questions regarding the check register.

COMMITTEE MEETING REPORTS:

The Budget & Finance, Personnel, Legal/Community Affairs, and Engineering and Information Technology Committees met.

GENERAL MANAGER'S REPORT:

- There will be a Board Workshop on Thursday, January 27, 2022, at 4:00 p.m.
- General Manager Eldredge will present during the Newark City Council meeting to be held virtually on Thursday, January 27, 2022, at 7:00 p.m.
- General Manager Eldredge will virtually present to the Mission San Jose Rotary on February 4, 2022. Those who wish to attend may do so in-person or virtually, staff will share details via email.

OTHER BUSINESS:

Vice President Lathi stated she attended the Alameda County Water District Financing Authority meeting on January 13, 2022.

ADJOURNMENT:

The Board held a moment of silence and adjourned the meeting in memory of Union Sanitary District employee Rob Shenk at 4:40 p.m. to a Board Workshop to be held virtually on Thursday, January 27, 2022, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 14th day of February 2022

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
January 27, 2022**

This meeting was held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this 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 observe the Board Meeting and provide public comment by sending comments to the Board Clerk.

CALL TO ORDER

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

ROLL CALL

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

STAFF: Paul Eldredge, General Manager/District Engineer
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

PUBLIC COMMENT

There was no public comment.

BOARD WORKSHOP

General Manager Eldredge led a discussion regarding merit.

ADJOURNMENT:

The special meeting was adjourned at approximately 4:40 p.m. to the next Regular Board Meeting to be held Monday, February 14, 2022, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 14th day of February, 2022



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**FEBRUARY 14, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM #8**

TITLE: Consider an Extension of the Professional Services Contract for Annual Auditing Services with Lance, Soll & Lunghard, LLP, Certified Public Accountants for One Year. (This is a Motion Item)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, CFO/Business Services Work Group Manager

Recommendation

Consider a one year extension of the existing professional services contract for auditing services with Lance, Soll and Lunghard, LLP, (LSL) for fiscal year 2021-22.

Discussion

Under the laws of the state of California, the District is required to have an annual audit of its financial statements. For the past five years, the District has engaged LSL for auditing services. That contract expired with the completion of the fiscal year 2020/21 Annual Comprehensive Financial Report (ACFR). After reviewing the current situation at the District, staff is recommending an extension of the LSL contract for a 6th year, to be followed by a formal RFP for auditing services in the fall of 2022. The reasons for the extension request are:

- New auditors will require on site meetings to perform diagnostics on our internal control systems. Our current auditors have already conducted these reviews and do not need to redo them. Given the current covid situation, we are discouraging on site meetings unless they are absolutely necessary.
- Changing auditors requires additional staff involvement in the first year of the engagement. The Business Services Department is currently down one staff member

which is expected to continue into the summer of 2022. Bringing on new auditors would be more easily handled when staffing is back up to full strength.

- The current Management Partners project is expected to continue into the spring when the initial interim audit work will be conducted. The combination of that project and the new auditors at the same time will increase pressure on staffing resources.
- The ETSU construction project will be starting in a couple of months and will require additional attention from accounting staff in setting up the project tracking and accounting.

For these reasons, staff is recommending a one year extension of the LSL contract to conduct the FY 2021/22 audit. Staff have reached out to LSL and they are agreeable to the one year extension at a not to exceed price of \$41,965, which is in line with the previous year's pricing.

Background

In January of 2017 the District conducted an RFP for auditing services. Through that process, the Board approved a five year contract for auditing services with LSL. That contract ended with the FY 20/21 ACFR.

Previous Board Action

March 29, 2017 – 5 year contract with LSL approved by the Board.

Attachment

Lance, Soll & Lunghard, LLP 1 Year Audit Proposal



January 24, 2022

Mark Carlson
CFO/Business Services Manager
Union Sanitary District

Dear Mr. Carlson,

As you are aware, our contract with Union Sanitary District for auditing services expired with the fiscal year ending June 30, 2021. Over the years, we have provided the District with auditing and accounting services which included:

- Performed a financial audit of the Annual Comprehensive Financial Report of Union Sanitary District.
- Prepared State Controller's reports for the District & PFA

We have made it an absolute priority to provide Union Sanitary District with the best service available and we would like to continue to provide this level of service to the District. Since LSL specializes in the audits of local government and has an extensive government services staff, we provide for staff rotation on your engagement so that the District will always receive a fresh look at its system and records. This coupled with the knowledge base we have gained from working with the District over the years, provides for optimal audit services. In addition, the lead audit partner having primary responsibility for the audit was changed from Bryan Gruber to Brandon Young beginning with the audit for the fiscal year ending June 30, 2020, so the District will remain in compliance with Government Code Section 12410.6.(b).

We would like to propose a one-year extension to our original agreement to provide continuous and uninterrupted auditing services to the District. As a part of our services, LSL CPAs will continue to provide extensive Governmental Accounting Standards Board (GASB) assistance to the District throughout the year.

Please see the attached Appendix A for our proposed fees for the next year. The services to be performed, fee structure and billing methods would remain unchanged from our original agreement.

Again, LSL CPAs looks forward to continuing to provide quality services to Union Sanitary District. Please sign below to acknowledge your acceptance of this agreement and return to my attention. Should you or any other representative of the District have additional questions regarding this agreement, please do not hesitate to contact Brandon Young, Partner at (916) 503-9691.

Very truly yours,

A handwritten signature in black ink that reads "Lance, Soll & Luythard, LLP". The signature is written in a cursive, flowing style.

Signature

Date



Union Sanitary District
LSL CPAs – Quote for Audit Services
Appendix A

FEES	2021–2022
District Audit	\$37,115
State Controllers Reports	600
Single Audit (if required)	4,250
Total	\$41,965



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**FEBRUARY 14, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 9**

TITLE: Award the Construction Contract for the Standby Power Generation System Upgrade Project to Clark Construction Group – California, LP (*This is a Motion Item*)

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

Recommendation

Staff recommends the Board waive three minor bid irregularities in the apparent low bid and award the construction contract, including Bid Alternates A, B, and C, for the Standby Power Generation System Upgrade Project (Project) to Clark Construction Group – California, LP (Clark) in the amount of \$21,135,320. Funds for the Project have been budgeted in the Renewal and Replacement Fund.

Discussion

The Project was advertised for bids on October 26, 2021. Six bids were received on December 16, 2021, with the results shown in the table below. Please refer to Table 1 for a detailed breakdown of the bids.

Contractor	Total Contract Price (Total Base Bid plus Bid Alternates A, B, and C)
Clark Construction Group – California LP	\$21,135,320
Anvil Builders, Inc.	\$21,239,000
Stronghold Engineering, Inc.	\$25,952,127
Kiewit Infrastructure West Co.	\$25,990,110
Shimmick Construction Company, Inc.	\$27,034,560
Haskell Corporation	\$30,012,795*

*Haskell's bid amount was adjusted to use Addendum No. 1 bid form with updated pre-negotiated amounts.

The Engineer' Estimate for the Project's Total Contract Price is \$26,000,000. The bids ranged from 18.7% below to 15.4% above the Engineer's Estimate.

The Total Contract Price includes three bid alternates. Bid Alternate A is for providing Builder's Risk Insurance, a special type of property insurance that indemnifies against the loss of or damage to a building and equipment under construction. Bid Alternate B is for providing "Act of God" Insurance that indemnifies against the loss of or damage to a building and equipment under construction with the following conditions: earthquakes in excess of magnitude 3.5 on the Richter Scale and tidal waves. Bid Alternate C is for the demolition of the six existing standby generators and associated equipment after the new standby generator system becomes operational. Clark's bids for the three bid alternates were reasonably priced, therefore, staff recommends including them in the construction contract.

Staff reviewed the apparent low bid submitted by Clark and found three minor irregularities as follows:

- A valid contractor license number was not found in the State contractor database for listed subcontractor, ISI Inspection Services. Staff contacted ISI Inspection Services and confirmed they offer professional services for third-party inspection services. A subcontractor license is not required for professional services. Therefore, ISI Inspection Services was not required to be listed as a subcontractor and no license number was necessary.
- The incorrect Department of Industrial Relations (DIR) number for fencing subcontractor, Golden Bay Fence, was provided by Clark. However, staff confirmed that Golden Bay Fence is registered with the DIR and has a valid DIR number.
- Staff found that Clark did not list a reference project for the installation and commissioning of a new standby generation system project. Instead, Clark listed a standby generation system rehabilitation project. Clark provided an additional reference project that included the installation and commissioning of a new standby generation system. Staff contacted the reference for this additional project and is satisfied with their work performance.

District's legal counsel determined these can be waived as minor irregularities by the District.

In its bid, Clark proposed substitute manufacturers for both the above ground diesel storage tank and the Substation No. 2 metal enclosure instead of the listed manufacturers in the bid documents. Prior to award, Clark was required to provide information from the substitute manufacturers that showed their equipment meets the requirements of the bid documents. Per the bid documents, if the District determined the proposed substitutions did not meet the requirements, the bidder's bid would be rejected unless the bidder agreed to furnish equipment from a listed manufacturer or submit an acceptable substitute without change in the bid price.

Clark withdrew their proposed substitute manufacturer for the above ground diesel storage tank and will furnish the tank from a listed manufacturer. The District and Brown and Caldwell (BC) reviewed the information for Clark's proposed substitution of the Substation No. 2 metal enclosure manufacturer and found the proposed substitute manufacturer to be acceptable.

No bid protests were received by the District. Clark has confirmed that they will construct the Project as bid. Clark is a General Engineering Class A licensed contractor who has successfully completed over \$600 million in construction projects for wastewater facilities in the last seven years. Staff has checked Clark's project references and is satisfied with Clark's work performance.

The District applied for a Clean Water State Revolving Fund (SRF) loan to fund the Project and received approval from the State Water Resources Control Board (SWRCB) for a loan amount up to \$33,435,000. The SRF loan agreement is anticipated to be executed in spring 2022. The District's current fiscal model included the SRF loan for this project in its forecasts and projections.

The contractor has 760 calendar days to complete the Project from Notice to Proceed, which places the estimated substantial completion in April 2024. Staff plans to hire a consultant to provide construction management and inspection services for the Project.

Background

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

On November 14, 2016, the Board authorized staff to execute an agreement and Task Order No. 1 with BC to provide predesign services associated with the Project. The primary elements of the predesign effort were to evaluate and select a site location for the new standby generator system, establish criteria for final design, and develop a preliminary construction sequencing plan.

On February 5, 2018, the Board authorized staff to execute Task Order No. 2 with BC to provide final design services associated with the Project. The final design was originally based on future power demands of upcoming plant upgrades. At the same time, the District was in the process of developing the Enhanced Treatment and Site Upgrade (ETSU) program. The ETSU program considered two potential secondary improvement alternatives that could address the plant's solids capacity needs: conventional activated sludge (CAS) and membrane bioreactor (MBR). The ETSU program determined that an enhanced CAS secondary process is the best value solution for the District.

On March 9, 2020, the Board authorized staff to execute Amendment No. 2 to Task Order No. 2 to have BC re-evaluate the basis of design for the Project to ensure standby power capacity identified in the Project is appropriate. The evaluation concluded the electrical load projections were lower for the CAS secondary treatment process when compared to the MBR technology, and instead of the 3.5-MW generators originally planned for the Project, 2.5-MW generators would be sufficient to meet future power demands. This future electrical load projection was carried forward as the basis of design for the final design phase of the Project.

Standby Generator System Equipment Supply Agreement

To mitigate a potential delay with the supply of the standby generator system equipment during the construction phase, staff and BC decided that selection of the equipment should occur during the final Project design phase before the general contractor is selected.

In June 2020, the District advertised the standby generator system supply contract for three 2.5-MW standby power generators. Three bids were received and opened on August 6, 2020. At the September 14, 2020 Board meeting, the Board determined that all bids are non-responsive, rejected all bids, and directed staff to negotiate an agreement, starting with the apparent low bidder Cummins Sales and Service (Cummins), or alternative action.

Staff negotiated a system supply (Supply Agreement) with Cummins and in November 2020 awarded a Supply Agreement to Cummins in the amount of \$3,122,090.

The Supply Agreement was divided into two phases. Phase 1 activities started during the final design and will conclude with the assignment and novation of this Supply Agreement to the general contractor within 60 calendar days of the issuance of Notice to Proceed (NTP). Phase 1 activities included the preparation, review, and District's approval of the new standby generator system's equipment submittal information. Phase 2 of the Supply Agreement will occur following issuance of the NTP to the general contractor and includes the procurement, delivery, and installation of the new standby generator system equipment.

During the submittal review process in Phase 1 of the Supply Agreement, the ESTU program concluded a value engineering (VE) study of the Phase 1A Aeration Basin Modifications Project in July 2021. One of the VE concepts was the construction of a new 12 Kilovolt (kV) utility SWGR-SE on the north side of the Plant next to the new Standby Power Building to simplify the construction of multiple projects, including the Standby Power Generation System Upgrade Project. The VE study concluded that the connection of the new standby generator system to the new SWGR-SE would reduce construction risks and simplify construction sequencing by not having to connect to the existing 12 kV SWGR-MVSA located at the Main Electrical Building. The existing SWGR-MVSA is 25 years old, has no room for expansion, and has obsolete controls that are difficult to find parts and personnel qualified to work on it. This VE concept was updated in

the Project's design documents and coordinated with Cummins for connection to SWGR-SE in lieu of existing SWGR-MVSA.

Project Scope

A summary of the Project's major scope items is as follows:

- Installation of three new 2.5-MW standby engine generators and necessary appurtenances, located at the north end of the Plant, west of the Veasy Street cul-de-sac.
- Construction of a new, prefabricated metal building sized to house three new standby engine generators, with room for one future standby engine generator and associated electrical equipment.
- Construction of comparable, exterior pad-mounted equipment such as transformers and aboveground diesel fuel storage tank.
- Construction of a new double-ended switchgear to replace the existing Substation No. 2 and Odor Control Building switchgears. At the Odor Control Building, the two existing motor control centers will be replaced.
- Installation of new electrical duct banks.
- Demolition of existing equipment and structures such as the six current standby engine generators, generator control panels and switchgears, and PLC panels.

Figure 1 shows the overall Plant site plan identifying the Project scope.

Previous Board Action

November 14, 2016, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with BC in the amount of \$175,064 for providing predesign services for the Project.

February 12, 2018, the Board authorized the General Manager to execute Task Order No. 2 with BC in the amount of \$1,975,808 for providing final design services for the Project.

October 22, 2018, the Board adopted resolutions to authorize application for the Clean Water State Revolving Fund (CWSRF) financial assistance for the Project; dedicate and pledge the Wastewater Enterprise Fund and Net Revenues for the repayment of CWSRF financial assistance; and reimburse expenditures paid prior to the approval of the CWSRF financial assistance by the State.

March 11, 2019, the Board conducted a public hearing to receive comments on the Initial Study and Mitigated Negative Declaration (MND) for the Project.

October 14, 2019, the Board adopted the MND for the Project and approved the Project as defined in the MND.

February 24, 2020, the Board adopted an addendum to the MND for the Project and approved modifications to the Project as set forth in the addendum to the MND.

March 9, 2020, the Board authorized the General Manager to Execute Amendment No. 2 to Task Order No. 2 with BC in the amount of \$262,207 for providing additional design services for the Project.

September 14, 2020, the Board determined that all bids received for the Agreement for the Project are non-responsive and rejected all bids. The Board directed staff to negotiate an Agreement, starting with apparent low bidder Cummins, or alternative action.

November 9, 2020, the Board awarded the Agreement for the system supply for the Project to Cummins Sales and Service in the amount of \$3,122,090.

September 13, 2021, the Board authorized the General Manager to Execute Amendment No. 3 to Task Order No. 2 with BC in the amount of \$176,176 for providing additional design services for the Project.

September 27, 2021, the Board adopted a revised addendum to the MND for the Project and approved modifications to the Project as set forth in the revised addendum to the MND.

PRE/RC/AB/KC;mb

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

Figure 1: Standby Power Generation System Upgrade Project Site Plan

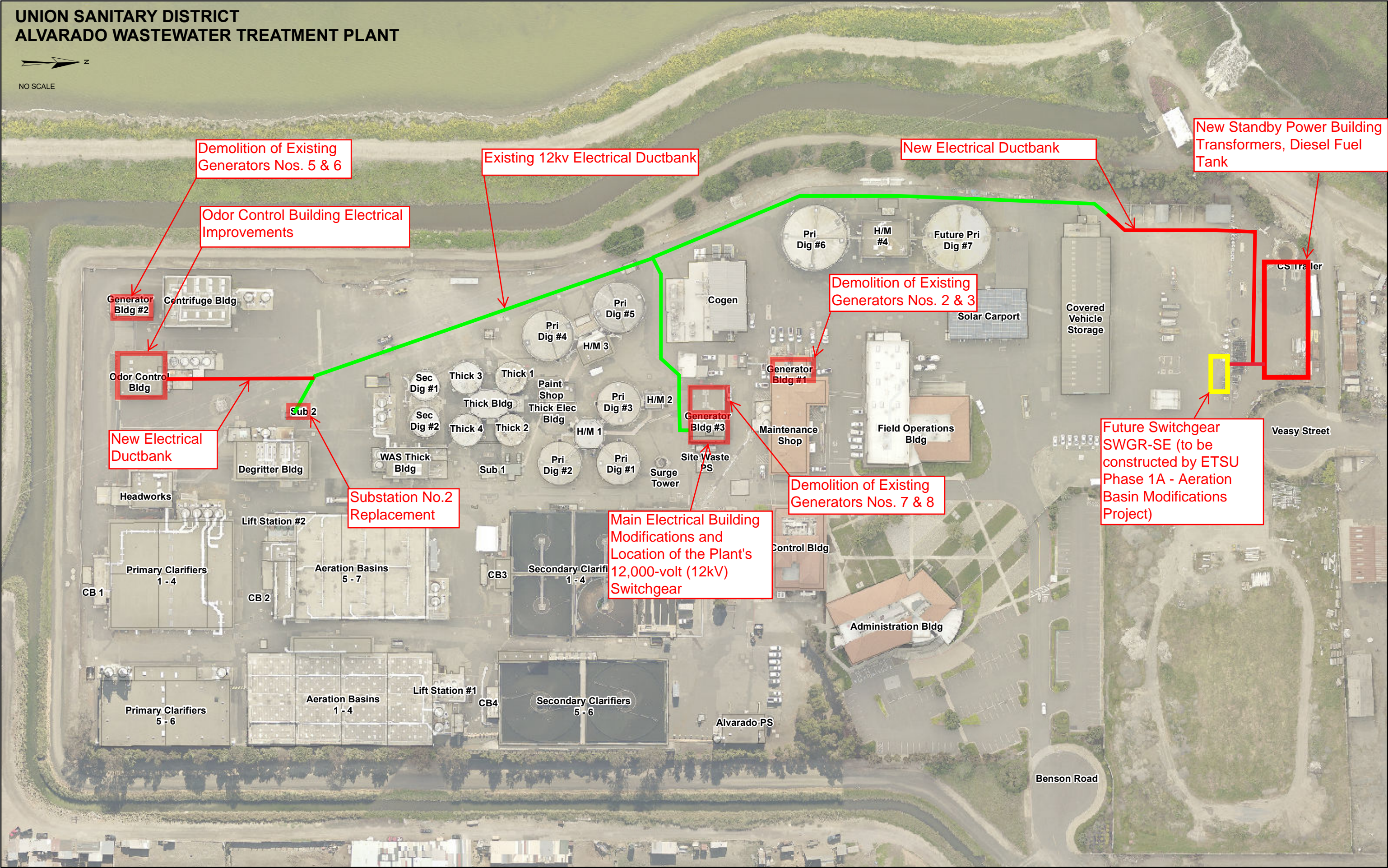


Table 1 - Bid Tabulation Sheet

Standby Power Generation System Upgrade Project
 Bid Opening: December 16, 2021

Bid Item No.	Bid Item	Estimated Quantity	Unit	Engineer's Estimate	Clark Construction Group - California LP	Anvil Builders, Inc.	Stronghold Engineering Inc.	Kiewit Infrastructure West Co.	Shimmick Construction Company, Inc.	Haskell Corporation*
1	Completion of all Work included as part of the Contract Documents for Project No. 800-452, except as specified in Bid Items 2 thru 5	1	LS		\$17,398,260	\$17,572,900	\$21,724,691	\$22,311,000	\$22,441,000	\$26,315,069.15
2	Supply of the Pre-negotiated amount for the Standby Power Generation System	1	LS		\$3,099,440	\$3,099,440	\$3,099,440	\$3,099,440	\$3,099,440	\$3,099,440
3	Pre-negotiated Programming Services	1	LS		\$164,670	\$164,670	\$164,670	\$164,670	\$164,670	\$164,670
4	Cost for providing all shoring and bracing on all Bid Items above including but not limited to that as required by Sections 6700-6708 of the Labor Code	1	LS		\$17,950	\$20,000	\$250,000	\$5,000	\$1,042,000	\$50,000
Total Base Bid					\$20,680,320	\$20,857,010	\$25,238,801	\$25,580,110	\$26,747,110	\$29,629,179
BID ALT A	Builder's Risk Insurance	1	LS		\$91,150	\$45,990	\$290,769	\$50,000	\$27,000	\$148,798.67
BID ALT B	Act of God Insurance (Earthquake and Flood/Tidal Waves)	1	LS		\$100,000	\$150,000	\$72,557	\$100,000	\$27,000	\$44,639.60
BID ALT C	Demolition of Existing Generators and Associated Equipment	1	LS		\$263,850	\$186,000	\$350,000	\$260,000	\$233,450	\$190,177.58
Total Contract Price = Total Base Bid plus Bid Alternates A, B, and C					\$26,000,000	\$21,135,320	\$21,239,000	\$25,952,127	\$25,990,110	\$27,034,560
Percent Under/Over the Engineer's Estimate					-18.7%	-18.3%	-0.2%	0.0%	4.0%	15.4%

* Haskell's bid amount was adjusted to use Addendum No. 1 bid form with updated pre-negotiated amounts.

AGREEMENT FOR THE CONSTRUCTION OF

Standby Power Generation System Upgrade Project Project No. 800-452

THIS AGREEMENT, made and concluded, in duplicate, dated _____,
between the **UNION SANITARY DISTRICT** ("District"), Union City, California, and
CLARK CONSTRUCTION GROUP – CALIFORNIA, LP ("Contractor"), License No. 839892.

WITNESSETH:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Standby Power Generation System Upgrade Project (Project No. 800-452)** in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of **Twenty One Million One Hundred Thirty Five Thousand Three Hundred Twenty Dollars (\$21,135,320)** (the "Contract Price") computed in accordance with Contractor's accepted proposal dated December 16, 2021, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the following bid alternates that have been accepted by the District and are hereby incorporated in the Agreement: Bid Alternates A, B, and C. Compensation shall be based upon the lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

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

successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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

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

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

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

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

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker

needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

(f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

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

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

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

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

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

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after

receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

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

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

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

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

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

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

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

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

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to

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

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

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

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

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

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

may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

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

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

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

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

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

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

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

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

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

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

Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement dated

_____.

CLARK CONSTRUCTION GROUP – CALIFORNIA, LP

By:_____

Lou Palandrani
Regional Executive Officer
18201 Von Karman, Suite 800, Irvine, CA 92612

UNION SANITARY DISTRICT

By:_____

Manny Fernandez
Board Secretary
5072 Benson Road, Union City, California 94587

ATTEST:

Karen Murphy
Attorney for Union Sanitary District

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 14, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: **Award the Construction Contract for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project to Insituform Technologies, LLC (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
 Raymond Chau, Interim Technical Services Work Group Manager
 Allan Briggs, Interim CIP Team Coach
 Andrew Baile, Assistant Engineer

Recommendation

Staff recommends the Board waive one minor irregularity in the apparent low bid and award the construction contract, including Bid Alternates A and B, for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project (Project) to Insituform Technologies, LLC (Insituform) in the amount of \$5,290,884. Funds for the Project have been budgeted in the Renewal and Replacement Fund.

Discussion

The Project was advertised for bids on December 14, 2022. This Project includes two bid alternates of high value, so staff decided to utilize an alternative bid process referred to as a “blind bid” where the determination of the apparent lowest bidder is based upon an evaluation of the Base Bid and Bid Alternates in accordance with a process that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the District evaluation team before the ranking of all bidders from lowest to highest has been determined. Without knowing in advance which Bid Alternates will be selected to determine the apparent lowest bidder, it is assumed that the bidders use actual values for all the bid items.

Four bids were received on January 13, 2022, with the results shown in the table below. In this case, after assessing the Project scope, bid prices, and reviewing the Capital Improvement Program budget, the team decided to include the Base Bid and both Bid Alternates in determining the apparent lowest bidder.

Contractor	Total Contract Price (Total Base Bid plus Bid Alternates A and B)
Insituform Technologies, LLC Chesterfield, MO	\$5,290,884
Andes Construction Inc. Oakland, CA	\$5,810,650
Michels Corporation Salem, OR	\$6,369,637
SAK Construction, LLC O'Fallon, MO	\$7,051,360

Please refer to the attached Table 1 for a detailed breakdown of the bids. The Engineer's Estimate for the Project's Total Contract Price is \$5,662,000. The bids ranged from 6.6% below to 24.5% above the Engineer's Estimate.

Staff received a bid package via UPS from another contractor on January 18, 2022, five calendar days after the bid opening date. Staff sent the unopened bid package back to the contractor and documented the mailing records of receipt and return.

The Total Contract Price includes two bid alternates. Bid Alternate A is for rehabilitating the trunk sewer mains using cured-in-place pipe (CIPP) in the Project's Area A, which is located on Blacow Road at Grimmer Boulevard. Bid Alternate B is for rehabilitating the trunk sewers using CIPP in the Project's Area B, which is located on Grimmer Boulevard at Auto Mall Parkway. Insituform's bids for the two bid alternates were reasonably priced, therefore, staff recommends including them in the construction contract.

Staff reviewed the apparent low bid submitted by Insituform and found one minor irregularity. Insituform provided an incorrect effective date for one of the three years for their three-year average Workers' Compensation Experience Modification Rate (EMR). However, their listed EMRs for the past three years were verified to accurately reflect the information provided by their Worker's Compensation Insurance Company and meet the EMR project requirements. District's legal counsel determined this can be waived as a minor bid irregularity by the District.

Staff recommends that the minor bid irregularity be waived.

The Notice of Intent to Award was posted on January 14, 2022. No bid protests were received by the District. Insituform has confirmed that they will construct the Project as bid. Insituform is a General Engineering Class A licensed contractor who has successfully completed multiple CIPP sewer repair rehabilitation projects for Montgomery Water Works & Sanitary Sewer Board (Montgomery, AL), Metro Water Recovery (Denver, CO), and Irvine Ranch Water District (Irvine, CA). Staff contacted all agencies for which Insituform completed projects and received positive comments on Insituform's performance on those projects.

The contractor has 290 calendar days to complete project construction, which places the estimated substantial completion in December 2022. Staff plans to hire a consultant to provide construction management and inspection services for the Project.

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. 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 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.

Woodard & Curran (W&C) completed the Project's final design in December 2021. The final design identified pipes to be rehabilitated due to concrete deterioration due to hydrogen sulfide corrosion, with defects such as extensive concrete spalling with exposed aggregate, exposed steel reinforcement in the concrete, and visual indications of "ribbing," which is the stage of concrete deterioration right before steel reinforcement is exposed. The defects noted for the vitrified clay and cast-iron pipes included circumferential and longitudinal cracks, deteriorated joint mortar, pulled joints, roots, infiltration, and heavy tuberculation (cast iron corrosion). The defects noted for the trunk sewer manholes included corroded frames and steps, concrete deterioration, roots, and groundwater infiltration at joints. Examples of the pipe defects are provided in Figures 1 through 5.

Project Scope

A summary of the Project's major scope items is as follows:

1. CIPP rehabilitation of 7,580 linear feet of sanitary sewer trunk mains in the city of Fremont, which comprises of the following:
 - a. 6,370 linear feet of 33-inch diameter to 48-inch diameter RCP
 - b. 1,060 linear feet of 42-inch diameter vitrified clay pipe
 - c. Three sections of 50 linear feet each of 18-inch diameter cast iron siphons
2. Installation of one new sanitary sewer trunk manhole
3. Concrete rehabilitation of 26 trunk sewer manholes
4. Sewage flow control
5. Lateral reinstatement
6. Traffic control and surface restoration

Please refer to Figure 6 for the locations of the work.

Previous Board Action

July 27, 2020, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with W&C to provide predesign services for the Project.

February 22, 2021, the Board authorized the General Manager to execute Task Order No. 2 with W&C to provide final design services for the Project.

PRE/RC/AB/ACB;mb

Attachments: Figures 1 through 5 – Examples of Pipe Defects

Figure 6 – Aerial Map of Irvington Basin Sewer within Project Limits

Table 1 – Bid Tabulation Sheet

Agreement

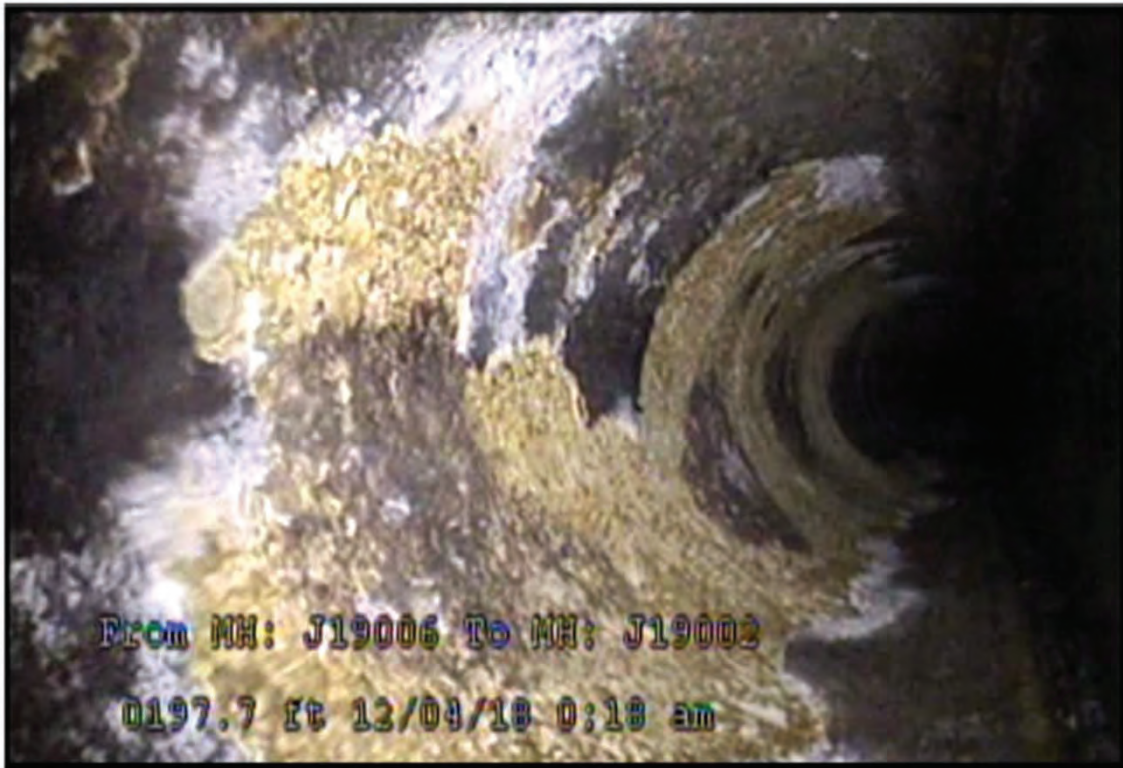


Figure 1: Example of Extensive Spalling with Exposed Aggregate

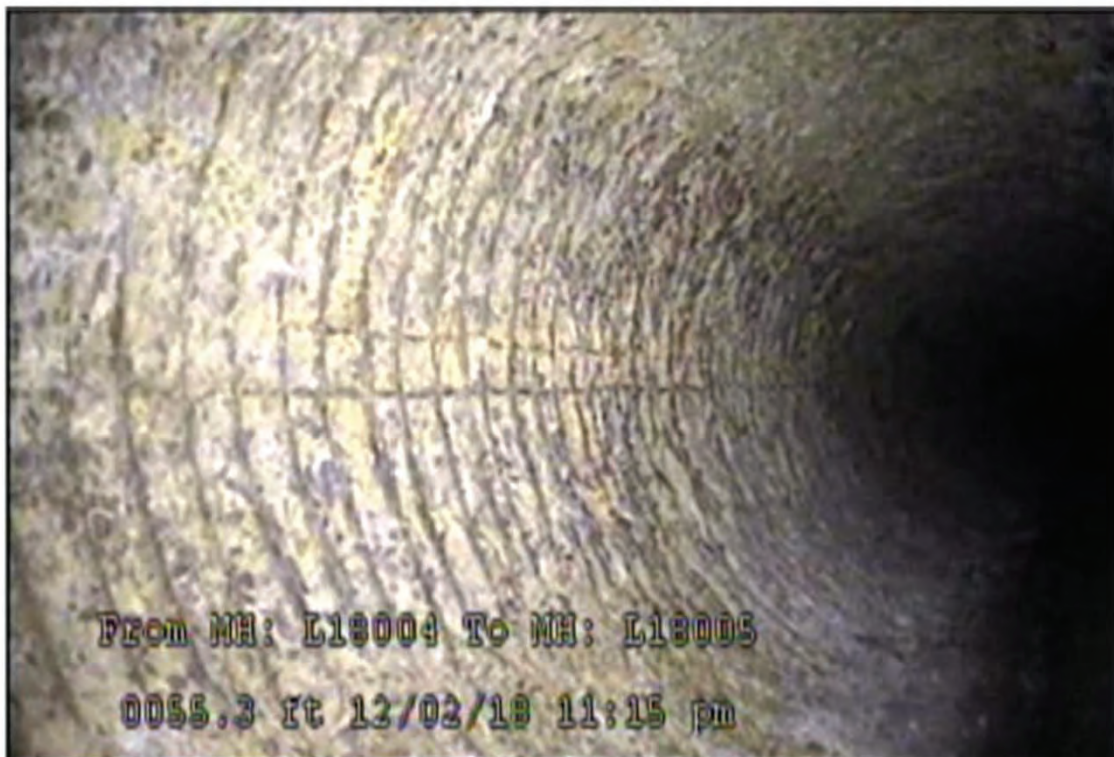


Figure 2: Example of Exposed Rebar



Figure 3: Example of Ribbing



Figure 4: Example of Longitudinal Crack in Vitrified Clay Pipe



Figure 5: Example of Tuberculation Corrosion in Cast Iron Pipe



Figure 6: Aerial Map of Irvington Basin Sewer within Project Limits

USD Irvington Basin Sanitary Sewer RCP Rehabilitation Project

Figure 6: aerial 1/28/2021 12:18:20 PM By: updates Using: Versioned and owns in metadata of Projects/0011758.00 USD Irvington Basin Sanitary RCP Rehabilitation Project - 0011758.00 Aerial Map.mxd

Table 1 - Bid Tabulation Sheet

Irvington Basin Reinforced Concrete Pipe Rehabilitation Project

Bid Opening: 11:30 am, January 13, 2022

Bid Item No.	Bid Item	Unit	Estimated Quantity	Engineer's Estimate	Insituform Technologies, LLC	Andes Construction	Michels Corp.	SAK Construction LLC
C	AREA C - South Grimmer Blvd near Technology Drive	LS	1	\$ 613,400	\$ 514,950	\$ 620,800	\$ 651,557	\$ 702,330
D	AREA D - South Grimmer Blvd near Business Center Drive	LS	1	\$ 192,800	\$ 159,774	\$ 232,250	\$ 253,698	\$ 344,150
E	AREA E - Fremont Blvd at Grimmer Blvd	LS	1	\$ 841,600	\$ 811,094	\$ 766,800	\$ 947,471	\$ 1,027,950
F	AREA F - Kato Road (Private) near Auto Mall Parkway	LS	1	\$ 851,000	\$ 788,066	\$ 928,200	\$ 934,644	\$ 1,088,220
G	AREA G - Cushing Parkway at Fremont Blvd	LS	1	\$ 583,700	\$ 607,510	\$ 612,800	\$ 666,763	\$ 714,050
H	AREA H - Boyce Road and Cushing Parkway at Auto Mall Parkway	LS	1	\$ 880,100	\$ 1,104,158	\$ 1,019,700	\$ 1,098,929	\$ 1,309,280
Total Base Bid				\$ 3,962,600	\$ 3,985,552	\$ 4,180,550	\$ 4,553,062	\$ 5,185,980
Bid Alternate A	AREA A - Blacow Road at Grimmer Blvd	LS	1	\$ 955,800	\$ 728,125	\$ 927,050	\$ 986,285	\$ 1,029,850
Bid Alternate B	AREA B - Grimmer Blvd at Auto Mall Parkway	LS	1	\$ 743,400	\$ 577,207	\$ 703,050	\$ 830,290	\$ 835,530
Total Contract Price = Total Base Bid + Bid Alternate A + Bid Alternate B				\$ 5,662,000	\$ 5,290,884	\$ 5,810,650	\$ 6,369,637	\$ 7,051,360
Percent under/over Engineer's Estimate					-6.6%	2.6%	12.5%	24.5%

AGREEMENT FOR THE CONSTRUCTION OF

Irvington Basin Reinforced Concrete Pipe Rehabilitation Project Project No. 800-551

THIS AGREEMENT, made and concluded, in duplicate, dated _____,
between the **UNION SANITARY DISTRICT** ("District"), Union City, California, and
INSITUFORM TECHNOLOGIES, LLC ("Contractor"), License No. 758411.

WITNESSETH:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Irvington Basin Reinforced Concrete Pipe Rehabilitation Project (Project No. 800-551)** in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of **Five Million Two Hundred Ninety Thousand Eight Hundred Eighty-Four Dollars (\$5,290,884.00)** (the "Contract Price") computed in accordance with Contractor's accepted proposal dated January 13, 2022, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the following Bid Alternate A and Bid Alternate B that have been accepted by the District and are hereby incorporated in the Agreement. Compensation shall be based upon the lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

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

administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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

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

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

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

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

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit not more than two

hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

(f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

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

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

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

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

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

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

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

(h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the District satisfies the District of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the

Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

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

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

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

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

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

6. The Contractor agrees to provide and maintain insurance coverage, and to indemnify and save harmless the parties named and in the manner set forth in Section 00800-2.0,

LIABILITY AND INSURANCE, of the Supplementary General Conditions of the Specifications.

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

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

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

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

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

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

surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement dated

_____.

INSITUFORM TECHNOLOGIES, LLC

By: _____

Whittney Schulte
Contracting & Attesting Officer
17988 Edison Avenue, Chesterfield, MO 63005

UNION SANITARY DISTRICT

By: _____

Manny Fernandez
Board Secretary
5072 Benson Road, Union City, California 94587

ATTEST:

Karen Murphy
Attorney for Union Sanitary District



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**FEBRUARY 14, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: **Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Environmental Science Associates for the Sea Level Rise Vulnerability Assessment and Adaptation Plan Study (*This is a Motion Item*)**

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

Recommendation

Staff recommends the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Environmental Science Associates (ESA) in the amount of \$162,135 for the Sea Level Rise (SLR) Vulnerability Assessment and Adaptation Plan Study (Study).

Discussion

The purpose of Task Order No. 1 is to authorize ESA to conduct a SLR vulnerability assessment of the District's infrastructure adjacent to the bay shoreline and tributaries. The adaptation plan will utilize the vulnerability assessment and will build on the general strategies that were presented in the 2013 Preliminary Study of the Effect of Sea Level Rise on District Infrastructure. This new study is intended to re-evaluate the recommendations from the previous report utilizing revised sea level rise estimates that have been updated since the 2013 study was completed. The vulnerability assessment will include the development of coast hazard maps for short-term (2030), mid-term (2050), and long-term (2100) time horizons and will be based on the current state and regional SLR projections and guidance. The adaptation plan will include detailed measures to adapt District facilities to SLR with planning level cost information.

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

Task No.	Task Description	Fee Amount
1	Project Initiation	\$17,045.00
2	Vulnerability Assessment Update	\$29,877.50
3	Adaptation Plan	\$100,134.50
4	Project Coordination	\$15,078.00
	Total Not-to-Exceed Fee	\$162,135

Staff believes the fee is reasonable based on the level of effort required to evaluate the various SLR scenarios recommended by regional and state agencies, preparation of up to four general adaptation plan strategies with cost-benefit analysis, and preparation of a final report.

Staff anticipates ESA will complete the Study by fall 2022.

Background

The District serves the wastewater needs of the cities of Fremont, Newark, and Union City in southern Alameda County. The service area is divided into three drainage basins: Alvarado, Irvington, and Newark. The wastewater is collected in the drainage basins and flows directly to a major pump station located on the western end of each basin. The District's Cherry Street Pump Station collects wastewater from a small area in the northwest portion of the Irvington drainage basin and pumps directly into the force mains.

The District has three smaller lift stations (Boyce, Fremont, and Paseo Padre) that are located within the collection system to provide intermediate lift of wastewater prior to draining into one of the major pump stations.

The Newark and Irvington pump stations pump wastewater through the twin force mains to the WWTP. The twin force mains are 33-inch diameter reinforced concrete pipelines (RCP) between Irvington and Newark pump stations and 39-inch diameter RCP between Newark Pump Station and the Alvarado WWTP. The Alvarado Influent Pump Station is located within the Alvarado WWTP and pumps wastewater to the WWTP influent facilities through a separate pipeline.

The attached Figure 1 shows the three drainage basins and locations of the transport system facilities.

SLR is caused by the thermal expansion of warming ocean water and melting of land ice as the Earth warms. It is a result of climate change and according to recent State reports is an immediate and real threat to coastal and bay area counties. The District is committed to securing and protecting its wastewater infrastructure assets located in the three drainage basins and the transport system facilities. A key component of this planning involves long-term protection of the District's infrastructure from the impacts of SLR. Communities around the San Francisco Bay Area are working to address impending SLR and other climate change impacts and develop

adaptation strategies and actions that will reduce their vulnerability to the effects of rising sea levels.

In June 2013, the District retained ESA to complete a preliminary assessment on the effect of SLR rise on District infrastructure. The 2013 study presented a preliminary assessment of vulnerabilities and potential impacts of SLR on District infrastructure and operations. The Study concluded that long term planning and implementation of adaptation strategies to reduce vulnerability and risk will rely on other state and regional agencies to develop a regional framework to address SLR.

Since the 2013 study, the State of California has published updated and improved guidance on SLR policies on the possible impacts from SLR. In response to this updated guidance, the District has decided to update the potential impacts of SLR on District infrastructure and operations, assess its vulnerability, and review potential adaptation strategies and actions to limit its vulnerability and risk from SLR projections to align with state guidelines.

Previous Board Action

None

PRE/RC/AB/KC;mb

Attachments: Figure 1 – Drainage Basins and Wastewater Transport System Facilities
Agreement
Task Order No. 1

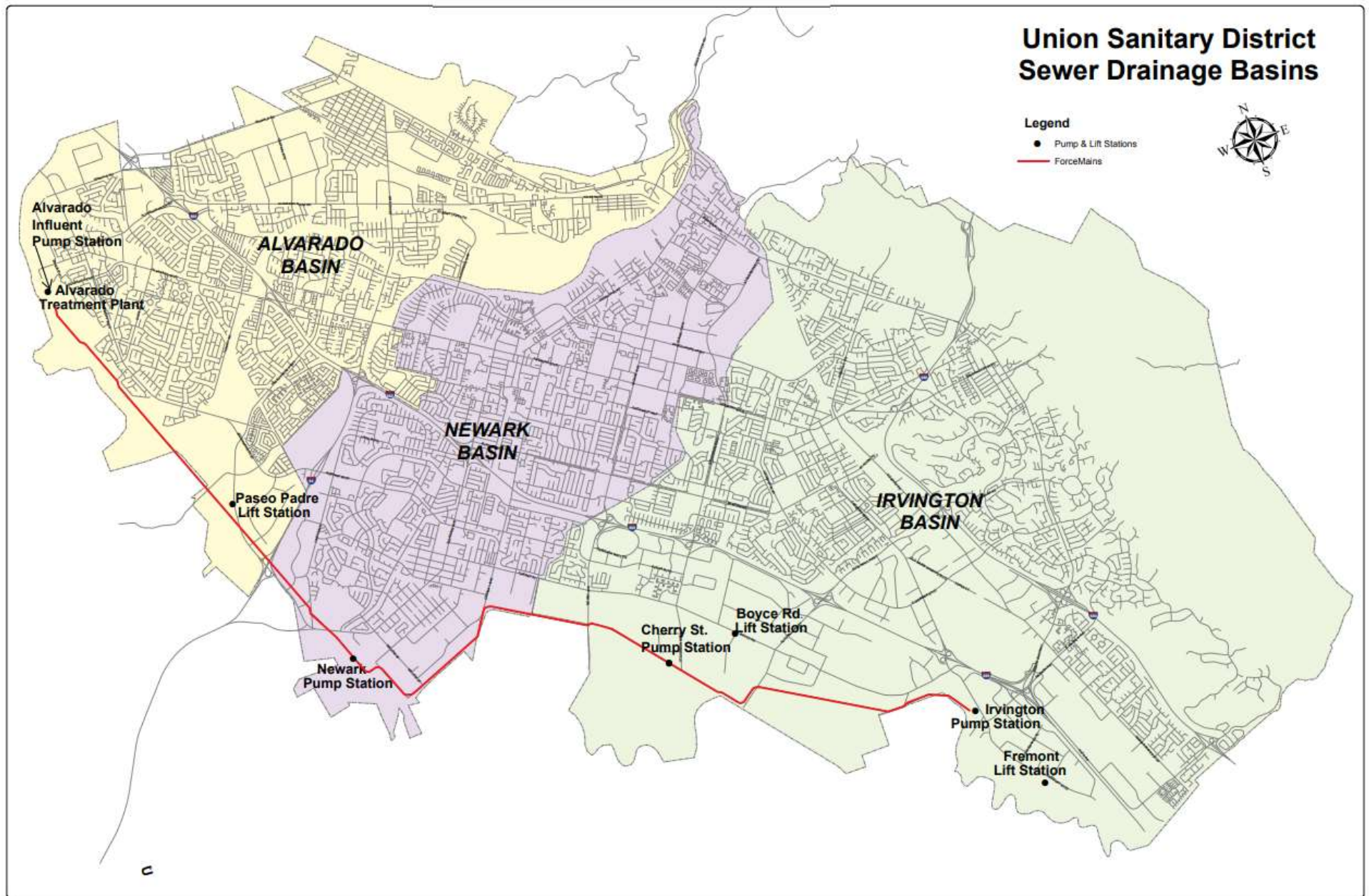


Figure 1 – Drainage Basins and Wastewater Transport System Facilities

SEA LEVEL RISE VULNERABILITY ASSESSMENT AND ADAPTATION PLAN STUDY

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

ENVIRONMENTAL SCIENCE ASSOCIATES

FOR

PROFESSIONAL SERVICES

THIS IS AN AGREEMENT MADE AS OF _____, BETWEEN UNION SANITARY DISTRICT (hereinafter referred to as District), and ENVIRONMENTAL SCIENCE ASSOCIATES (hereinafter referred to as Engineer).

WITNESSETH:

WHEREAS, District intends to prepare a Sea Level Rise Vulnerability Assessment and Adaptation Plan Study (hereinafter referred to as Project), and,

WHEREAS, District requires certain professional services in connection with the Project (hereinafter referred to 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

ENVIRONMENTAL SCIENCE
ASSOCIATES

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

By: _____
Christie Beeman, P.E.
Business Group Director

Date: _____

Date: _____

SEA LEVEL RISE VULNERABILITY ASSESSEMENT AND ADAPTATION PLAN STUDY

TASK ORDER NO. 1

to

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

ENVIRONMENTAL SCIENCE ASSOCIATES

FOR

PROFESSIONAL SERVICES

DATED _____

1. PURPOSE

The purpose of Task Order No. 1 is to authorize the preparation of a Sea Level Rise (SLR) Vulnerability Assessment and Adaptation Plan Study (Project) for District infrastructure located within and near the shoreline, extending from the Fremont Boulevard Lift Station at the southern end of the service area to the Alvarado Wastewater Treatment Plant (WWTP) at the northern end, and incorporates the District's wastewater pump stations, lift stations, twin force mains, and WWTP infrastructure. The Project shall include:

- Review of findings from previous SLR studies.
- Review of field conditions.
- Update of the previously completed vulnerability assessment of the District's wastewater infrastructure with recent SLR projections and guidance from state and regional agencies.
- Development of a SLR adaptation plan for short-, mid-, and long-term SLR time periods.
- Conducting cost-to-benefit analyses for short-term adaptation measures.
- Preparation of preliminary cost estimates for short-term adaptation measures to be included in the District's Capital Improvement Program (CIP) budget.
- Preparation of a draft and final SLR report to document the vulnerability assessment findings and adaptation plan recommendations to improve the District's resilience to SLR.

The Project elements described above are further described in the below scope of services.

Task Order No. 1

Page 1 of 11

2. PROJECT COORDINATION

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

3. SCOPE OF SERVICES

Task 1: Project Initiation

Task 1.1 - Kickoff Meeting:

The Engineer shall meet with District staff to establish the project goals and objectives, review the requirements and expectations of the Project, and agree on a project timeline and milestone dates. Following the meeting, the Engineer shall coordinate with District staff to confirm the technical approach for the Project.

Task 1.2 - Field Review of Existing Conditions:

The Engineer shall conduct a site visit to key locations in the Project area to review and assess the existing conditions. The site visit shall include a field review of the WWTP and the surrounding vicinity, the District's two (2) pump stations and four (4) lift stations, and other key areas of interest along the force main. The Engineer shall review and refine a field visit plan with the District staff. Engineer shall measure spot elevations of selected locations using RTK-GPS survey equipment.

Task 1.3 - Data Review:

The Engineer shall conduct a review of pertinent data, plans, reports, and other information relevant to the Project. The Engineer shall review the following documents prior to performing a comprehensive evaluation of potential SLR impacts on the WWTP infrastructure:

- 2013 SLR Study by Environmental Science Associates/Phillip Williams & Associates (ESA PWA)
- 2018 Ocean Protection Council (OPC) SLR Guidance Document,
- San Francisco Bay Conservation and Development Commission (BCDC) Adapting to Rising Tides (ART) SF Bay Tidal Datums & Extreme Tides Study
- Capital Improvement Program (CIP) Cost Update by LEE + RO
- California Coastal Commission's (CCC) 2018 SLR Policy Guidance
- 2015 Site Use Study and 2019 Enhanced Treatment and Site Upgrade Report by Woodard and Curran (WC)
- 2021 BCDC Climate Change Policy Guidance
- 2021 CCC Critical Infrastructure at Risk Report

- FEMA's flood mapping and supporting technical reports (e.g., coastal flood study) if available
- Our Coast Our Future (OCOF) Coastal Storm Modeling System (CoSMoS)
- 2021 groundwater modeling Study for Alameda County Flood Control and Water County District (ACFCWD) by WC (forthcoming) and other available ground water elevation data.

Assumptions:

- The District shall provide relevant studies, notices, and information related to SLR planning, past and present flood risk, and summaries of previous storm impacts.
- The kickoff meeting shall be a "virtual" web-based meeting that includes up to three (3) of the Engineer's staff members, as well as up to two (2) representatives from subconsultant San Francisco Estuary Institute (SFEI), with a duration of up to 2 hours.
- The District shall attend the site visit and provide access to facilities.
- Up to three (3) of the Engineer's staff members shall attend the site visit. The Engineer has budgeted a total of 12 hours to attend the site visit.
- The Engineer performs land surveys and collects hydrographic data to augment traditional surveying services for the purposes of engineering, geomorphic interpretation, monitoring of project performance, and other specific uses consistent with California Business and Professions Code (Civil Engineering practice as defined by Section 6731.1. of the Professional Engineers Act and Geologic and Landscape Surveys as defined in the Professional Land Surveyors' Act). The Engineer is not a licensed, professional land surveyor and therefore does not perform land survey services such as property boundaries and maps for general use by others.

Deliverables:

- The Engineer shall prepare an agenda and meeting minutes from kickoff meeting and submit electronically to the District in MS Word and PDF format. The meeting minutes shall include a summary of topics discussed, comments and recommendations, and action items.
- The Engineer shall provide a summary (e.g., annotated bibliography) of data reviewed, including relevance to the Project and key information to guide Project development. The information shall be delivered electronically in MS Word and PDF format.

Task 2: Vulnerability Assessment Update

The Engineer shall update the prior vulnerability assessment from the 2013 SLR Study to reflect current SLR State and regional guidance and projections. The Engineer shall rely primarily on existing hazard map information developed by others (e.g., BCDC ART maps, USGS CoSMoS), from which specific maps shall be selected that represent storm and non-storm conditions at relevant planning horizons. The Engineer assumes that three time periods shall be used: short-term ~2030, near-term ~2050, long-term ~2100. Existing conditions (i.e., present day) shall be reviewed, but the analysis shall only be based on the three future time periods. These maps shall

Task Order No. 1

Page 3 of 11

be used to identify District infrastructure that is vulnerable to coastal hazards, failure mechanisms, vulnerability timeline and cost of replacement and/or protection, for a range of SLR scenarios.

Task 2.1 Select SLR Scenarios:

The Engineer shall select SLR projections for the short- (~2030), mid- (~2050), and long-term (~2100) time horizons to be used in the vulnerability assessment and adaptation strategy development, based on the latest State and regional SLR guidance. SLR projections shall be defined using the medium-high risk aversion projection described by OPC (2018). However, the assessment shall also consider the implications of SLR under the extreme risk aversion scenario. The Engineer anticipates evaluating SLR amounts starting at approximately 3.5 feet of SLR up to at least 6.9 feet of SLR. The Engineer may select a lower amount of SLR in the event that the initial assessment identifies critical threshold or “tipping point” for less than 3.5 feet of SLR. The Engineer may recommend refining the selected SLR amounts and scenarios after review of information and discussions with the District during Task 1.

The Engineer shall select the storm and non-storm conditions that shall be combined with the proposed SLR amounts to develop the future scenarios. The Engineer shall also review and summarize other hydrologic parameters at the site that may contribute to inundation of District infrastructure, including groundwater elevations, tides, wave setup and runup and watershed flows. The Engineer shall review best-available regional datasets for groundwater impacts from SLR (e.g., USGS/CoSMoS, ACFCWD groundwater modeling). The Engineer shall also review the exposure pathways that were assessed for the prior 2013 SLR Study and shall provide new descriptions of additional relevant exposure pathways (e.g., wave runup, groundwater, still water overtopping, rainfall, and drainage, etc.).

Task 2.2 Compile Coastal Hazard Maps:

The Engineer shall develop coastal hazard maps that correspond to the series of storm and non-storm hazard scenarios for up to three (3) future conditions (approximately 2030, 2050 and 2100). The hazard maps shall be based primarily on existing information and depicting the effects of non-storm (tidal), coastal storm flooding, and rising groundwater effects. The Engineer shall qualitatively evaluate and describe the extent to which fluvial, pluvial, and erosion processes affect the hazard maps.

The Engineer shall review available existing coastal hazard mapping (e.g., FEMA, CoSMoS, ART, etc.) for the Project area and select appropriate scenarios from the mapping which are consistent with the SLR scenarios and time horizons identified in Task 2.1. The Engineer shall document existing tidal datums, flood elevations and landward extents, and other relevant environmental processes to the Project area. For existing mapping datasets do not account for waves,

geomorphic response and other physical processes, the Engineer shall assess the degree to which these datasets factor in the effects of waves, geomorphic change to the surrounding area, erosional processes, and other planned regional adaptation actions under future SLR and shall recommend an approach to address if needed. The coastal hazard map data shall be prepared in GIS and overlaid on best-available aerial imagery.

Task 2.3 Evaluate Vulnerability of Assets:

The Engineer shall evaluate the vulnerability of the District's infrastructure (e.g., force main, lift and pump stations, WWTP) by updating the prior 2013 SLR Study with the selected SLR scenarios and updated guidance documents. The District shall provide asset data (i.e., spatial information on the types and location of different facility assets) in GIS/GIS-compatible format, which the Engineer shall use to develop plan-view figures indicating the exposure of the assets under the selected Project scenarios. Subconsultant, WC, shall estimate the potential physical exposure conditions (e.g., groundwater elevation, flood depth, flood duration, etc.) that could cause failure or disrupt operation thresholds of selected key assets.

The Engineer shall develop a vulnerability timeline that relates the key vulnerable assets to permanent tidal (i.e., non-storm) and temporary storm hazards over the next century, and which shall be used to identify time horizons at which asset function is compromised. The Engineer shall work with the District to organize and prioritize the importance of vulnerable assets. This process is expected to include identification of failure/damage mechanisms and thresholds defined by selected physical metrics (e.g., elevation above which inundation occurs, or groundwater elevation where floatation or other structural damage risk becomes unacceptable, etc.).

Based on the updated vulnerability assessment and existing information on the replacement costs of the key wastewater assets (to be provided by the District from its recent asset management and CIP cost update studies), the Engineer shall estimate an approximate replacement value for the vulnerable assets at the three (3) future planning horizons. This replacement cost shall represent the baseline potential cost associated with a "no adaptation" approach.

Assumptions:

- The District shall provide asset information as spatial data compatible with GIS software.
- Hazard mapping shall be based on existing information and no new modeling shall be completed to map hazards.
- The District shall provide input to estimate the damage thresholds of assets.
- The District will provide replacement costs of the key wastewater assets.
- The District shall provide one (1) set of written and collated comments on the Draft Vulnerability report using "track changes" prior to initiation of Task 3.

- Revisions to the Vulnerability Assessment shall be completed as part of Task 3.4 to be accomplished at the end of Task 3 Adaptation Plan. The Engineer shall prepare responses to the District comments on how each comment shall be addressed in the final report.
- The Engineer shall attend one (1) “virtual” meeting with District Staff to review and present the draft vulnerability assessment analyses and findings. The meeting shall be up to two (2) hours in duration. The Engineer has budgeted up to 4 hours for meeting, which includes time for preparation and follow-up documentation.

Deliverables:

- A draft SLR Vulnerability Assessment Technical Memorandum (TM) in MS Word and PDF format. The TM shall describe selection of SLR scenarios, a vulnerability assessment in comparison to the 2013 SLR Study by ESA PWA, additional technical analyses conducted (e.g., primary and secondary exposure pathways) and outcomes of the vulnerability assessment as well as cost information for asset replacement. The draft Vulnerability Assessment TM shall be finalized with the Adaptation Plan along with any District comments in Task 3.4.
- Meeting agenda and minutes.

Task 3: Adaptation Plan

The Engineer shall work closely with the District to develop an adaptation plan for District infrastructure vulnerable to SLR. Subconsultants, SFEI and WC, shall support the development of adaptation strategies. WC shall provide planning level costs of engineered solutions to include in the District’s CIP budget.

Task 3.1 - Adaptation Strategies:

Based on the findings of the vulnerability assessment from Task 2, the Engineer shall develop potential adaptation strategies for the District to address and limit infrastructure vulnerability to SLR. The Engineer anticipates examining four general adaptation strategies 1) Protect, 2) Mitigate, 3) Relocate, and 4) Hybrid. The Engineer anticipates developing adaptation strategies for each Section (The 2013 SLR Study identified 4 sections along the twin force mains) and each essential facility (pump/lift stations, WWTP). Each adaptation strategy may be comprised of several adaptation measures. Up to ten (10) short-term protection measures shall be developed, which may be components of long-term adaptation strategies. Protection-in-place may require modification of system elements in addition to the design of protective elements, including an ecotone slope. Potential adaptation strategies that are developed in this Project will build on the general strategies that were presented in the 2013 SLR Study which will include several potential detailed measures or actions to adapt the facilities to SLR.

Given the spatial scale and essential nature of the District's infrastructure, feasibility may depend on cooperation with and by other entities. Also, potential actions planned by other entities (e.g., South Bay Salt Ponds, Alameda County Flood Control, EBDA) may affect exposure, provide benefits via cost sharing and economies of scale, but may also require long-lead times or other complexities. Hence adaptation strategies shall consider available information about other projects and plans gathered in Tasks 1 and 2. SFEI shall assist with developing adaptation strategies by providing context on ongoing planning and restoration efforts in the South Bay (e.g., Bayland Goals, Hayward Shoreline Master Plan) and anticipated impacts on potential adaptation strategies for District infrastructure. The Engineer shall also address environmental and regulatory opportunities and constraints at a high level in development of the adaptation strategies. The Engineer and their subconsultants shall work closely with the District to develop the evaluation methodology including criteria and weighting, in the selection of adaptation strategies.

The Engineer shall review previously recommended short-term measures, which will be updated and expanded to develop a suite of phased adaptation actions over the short-term, mid-term and long-term. These actions, also referred to as "measures," shall include both nature-based and traditional approaches, including the construction of ecotone slopes. These measures shall be integrated into the adaptation strategies for cost-benefit analysis.

Assumptions:

- Up to approximately 10 adaptation measures shall be developed and used in combination to formulate an adaptation strategy.
- The Engineer shall attend one (1) "virtual" meeting with District Staff to review and present adaptation strategies for assets exposed to coastal hazards, approach to capital cost analyses and other technical analyses. Meeting shall be up to two (2) hours in duration. The Engineer has budgeted up to 4 hours for the meeting, which includes time for preparation and follow-up documentation.

Deliverables:

- Meeting agenda and minutes

Task 3.2 - Cost-Benefit Analysis:

The Engineer shall prepare a preliminary cost-benefit analysis for each potential adaptation strategy developed in Task 3.1. The cost-benefit analysis shall relate the net present value of planning-level capital costs to the benefits of a given adaptation strategy. In this case, the Engineer shall assume that the benefits are represented by the avoided damages associated with adaptation. The cost-benefit for each adaptation strategy shall be presented as a ratio of the net present value costs to benefits.

After review of the strategies and assessment of the economic feasibility, the Engineer shall work with the District to assemble a priority list of near-term adaptation actions to develop a detailed description and estimated planning-level capital cost that shall be included in the District's 20-year CIP. WC shall provide planning level cost estimates (ASCE Class 5) for District-selected protection measures and/or replacement value of vulnerable assets and infrastructure, with assistance from the Engineer for horizontal levees and other multi-objective, landscape-scale actions. The Engineer shall work with the District to refine this approach to tailor the needs of the analysis.

Assumptions:

- The cost information, which shall serve as the basis for the cost-benefit analysis, shall be rough-order magnitude estimates for CIP planning and budgeting purposes.
- The District shall provide one (1) set of written and collated comments using "track changes" within 2 weeks of receipt of the TM.

Deliverables:

- A technical memorandum in MS Word and PDF format documenting cost-benefit analysis, assumptions used and table of cost estimates. Engineer shall provide a brief memo in electronic MS Word and PDF format for District review. We assume that the District shall provide one (1) set of written and collated comments using "track changes," which shall be addressed and integrated into the draft and final reporting.

Task 3.3 - SLR Vulnerability Assessment and Adaptation Plan Report:

Under Task 3.3, the Engineer shall prepare a draft and final SLR Vulnerability Assessment and Adaptation Plan Report that includes the following information:

- A project executive summary, background information, and evaluation objectives.
- Vulnerability assessment findings summarizing the vulnerability analyses, anticipated SLR impacts along with other climate change-related stressors on the District's infrastructure, types of potential SLR impacts to WWTP assets, and timing of those impacts.
- Adaptation alternatives development and strategies. The report shall describe in detail an adaptive-pathway approach to laying out the measures of a preferred strategy, which shall describe triggers and approximate response times for implementing phased adaptation through 2100.
- Capital cost-to-benefit analyses, technical analyses of the alternatives, recommendations for implementation.
- Supporting graphics and tables.

Assumptions:

- The District shall provide one (1) set of written and collated comments on the Draft Adaptation Plan using “track changes” within 3 weeks of receipt of the draft Vulnerability Assessment and Adaptation Plan Report.
- The Engineer has budgeted one (1) “virtual” meeting with District Staff. The meeting shall be up to two (2) hours in duration. The Engineer has budgeted up to 4 hours for each meeting, which includes time for preparation and follow-up documentation.
- The Engineer shall attend one (1) “virtual” meeting with District Board to present findings of the final Vulnerability Assessment and Adaptation Plan Study. The meeting shall be up to two (2) hours in duration. The Engineer anticipates using the same presentation materials prepared from the meeting with District staff.

Deliverables:

- Draft and Final Sea Level Rise Vulnerability Assessment and Adaptation Plan report delivered in electronic format in MS Word and PDF files for District review and comment.
- Meeting agenda and minutes.
- Power Point Slides.

Task 4: Project Coordination

The Engineer shall manage the Engineer’s team, budget, and schedule throughout the duration of the Project, which is anticipated to take place over 8 months.

The Engineer shall maintain regular, ongoing communication with District staff on project progress via regular monthly (or more frequent) virtual conference calls. Meetings shall be used to review project progress and/or deliverables with the District and/or other relevant stakeholders. The Engineer shall prepare meeting agendas and action items as needed.

Deliverables:

- Monthly invoices for work performed in the preceding period

5. PAYMENT TO ENGINEER

Compensation shall be on a time and materials cost basis for services provided under Article 2 of this Agreement in accordance with the Fee Schedule contained in Exhibit A except that subconsultants shall be billed at actual cost plus 5%, outside services and travel shall be billed at actual cost, and mileage shall be billed at prevailing IRS standard mileage rate. The billing rate schedule is generally comparable to a labor multiplier of approximately 3.2.

The estimated costs for Tasks 1 through 4, are presented in Exhibit A. Total charges to the District shall not exceed \$162,135. The Engineer’s billing rate and standard fee schedule is included in Exhibit B.

The following table summarizes all task orders and amendments, if any, including those previously executed under the Agreement, ending with this Task Order:

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Sea Level Rise Vulnerability Assessment and Adaptation Plan Study	\$162,135	Yes	Paul R. Eldredge
Total	\$162,135		

6. TIME OF COMPLETION

The estimated time of completion is as follows:

Milestone	Schedule
Virtual Kickoff Meeting	1 week from authorization to proceed
Field Review of Existing Conditions	1 week after kickoff meeting
Summary of Initial Data Review	2 weeks after kickoff meeting
Draft Coastal Hazard Maps	8 weeks from kickoff meeting
Submit the Draft Vulnerability Assessment Report	14 weeks from kickoff meeting
Meeting to Review Vulnerability Assessment	2 weeks after submitting Draft Vulnerability Assessment
Submit Technical Memo on Cost Benefit Analysis	9 weeks from submitting Draft Vulnerability Assessment
Meeting to Present and Review Draft Adaptation Strategy Approach	10 weeks from submitting Draft Vulnerability Assessment
Submit Draft Vulnerability Assessment and Adaptation Plan Report	8 weeks following Meeting on Adaptation Strategy Approach
Conduct Board Meeting Presentation	3-5 weeks after submitting the Draft Vulnerability Assessment and Adaptation Plan Report

Milestone	Schedule
Submit Final Vulnerability Assessment and Adaptation Plan Report	3 weeks after receiving District comments on the Draft Vulnerability Assessment and Adaptation Plan Report.

7. KEY PERSONNEL

Key engineering personnel assigned to Task Order No. 1 are as follows:

Role	Personnel
Project Manager	Louis White, PE
Project Director	Christie Beeman, PE
Senior Technical Advisor	Bob Battalio, PE
Project Advisor	Jeremy Lowe, SFEI

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 _____ and therewith incorporated it as part of the Agreement.

DISTRICT

ENGINEER

UNION SANITARY DISTRICT

ENVIRONMENTAL SCIENCE ASSOCIATES

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

By: _____
Christie Beeman, P.E.
Business Group Director

Exhibit A: Fee Schedule

Sea Level Rise Vulnerability Assessment and Adaptation Plan Study
Task Order No. 1

FIRM		ESA									Woodard & Curran										SFEI					PROJECT TOTALS				
		Senior Director III	Director III	Project Manager, Managing Associate II	Senior Associate III	Senior Associate II	Associate III	Total Hours	Labor Price	Non-Labor Expenses	Senior Technical Practice Leader	Senior Technical Manager	Senior Technical Manager	Cost Estimator	Engineer 3	Engineer 1	Admin	Total Hours	Labor Price	Non-Labor Expenses	Senior Scientist Program Director	Senior SLR Adaptation Scientist	Total Hours	Labor Price	Non-Labor Expenses	Total Hours	Labor Price	Non-Labor Expenses	Sub-consultant Markup	TOTAL Labor + Non-Labor Expenses
Task #	Task Name/Description	\$ 325	\$ 260	\$ 205	\$ 185	\$ 170	\$ 145				\$ 324	\$ 250	\$ 298	\$ 180	\$ 224	\$ 171	\$ 136				\$ 216	\$ 201							5%	
1	Project Initiation							50	\$ 10,040	\$ 600.00								24	\$ 5,080	\$ -			5	\$ 1,020	\$ -	79	\$ 16,140	\$ 600.00	\$ 305.00	\$ 17,045.00
1.1	Kickoff Meeting		4	4		8		16	\$ 3,220									-	\$ -		1	4	5	\$ 1,020		21	\$ 4,240	\$ -	\$ 51.00	\$ 4,291.00
1.2	Field Review of Existing Conditions	4		4		4		12	\$ 2,800	\$ 600.00								-	\$ -				-	\$ -		12	\$ 2,800	\$ 600.00	\$ -	\$ 3,400.00
1.3	Data Review			8		14		22	\$ 4,020		2	4			8	8	2	24	\$ 5,080				-	\$ -		46	\$ 9,100	\$ -	\$ 254.00	\$ 9,354.00
2	Vulnerability Assessment Update							122	\$ 21,500	\$ 450.00								26	\$ 5,510	\$ -			10	\$ 2,040	\$ -	158	\$ 29,050	\$ 450.00	\$ 377.50	\$ 29,877.50
2.1	Select Sea-Level Rise Scenarios	2		4	2	8	12	28	\$ 4,940			1	4				3	8	\$ 1,850				-	\$ -		36	\$ 6,790	\$ -	\$ 92.50	\$ 6,882.50
2.2	Compile Coastal Hazard Maps	2	2	6	2	8	20	40	\$ 7,030										\$ -		1	4	5	\$ 1,020		45	\$ 8,050	\$ -	\$ 51.00	\$ 8,101.00
2.3	Evaluate Vulnerability of Assets	1	2	13	4	14	20	54	\$ 9,530	\$ 450.00		2			8	8		18	\$ 3,660		1	4	5	\$ 1,020		77	\$ 14,210	\$ 450.00	\$ 234.00	\$ 14,894.00
3	Adaptation Plan							436	\$ 78,600	\$ 492.50								60	\$ 12,840	\$ -			35	\$ 7,200	\$ -	531	\$ 98,640	\$ 492.50	\$ 1,002.00	\$ 100,134.50
3.1	Adaptation Strategies	4	2	12	8	32	32	90	\$ 15,840									-	\$ -		5	10	15	\$ 3,090		105	\$ 18,930	\$ -	\$ 154.50	\$ 19,084.50
3.2	Cost-Benefit Analysis	4	2	24	5	30	40	105	\$ 18,565		2	2	2	24	16		2	48	\$ 9,920				-	\$ -		153	\$ 28,485	\$ -	\$ 496.00	\$ 28,981.00
3.3	SLR Adaptation Plan	14	2	61	16	88	60	241	\$ 44,195	\$ 492.50	2	8					2	12	\$ 2,920		6	14	20	\$ 4,110		273	\$ 51,225	\$ 492.50	\$ 351.50	\$ 52,069.00
4	Project Coordination							54	\$ 10,500	\$ -								22	\$ 4,360	\$ -			-	\$ -	\$ -	76	\$ 14,860	\$ -	\$ 218.00	\$ 15,078.00
4	Project Coordination		3	30		21		54	\$ 10,500			12					10	22	\$ 4,360				-	\$ -		76	\$ 14,860	\$ -	\$ 218.00	\$ 15,078.00
Totals		31	17	166	37	227	184	662	\$ 120,640	\$ 1,542.50	6	29	6	24	32	16	19	132	\$ 27,790	\$ -	14	36	50	\$ 10,260	\$ -	844	\$ 158,690	\$ 1,542.50	\$ 1,902.50	\$ 162,135.00

Notes: Labor rates include direct costs, indirect costs, and profit resulting in a raw labor multiplier of 3.2
Expenses include mileage and production/printing



Exhibit B

Environmental Science Associates & Subsidiaries 2022 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Labor Category	Level I	Level II	Level III
Senior Director	275	300	325
Director	225	245	260
Managing Associate	190	205	220
Senior Associate	160	170	185
Associate	115	135	145
Project Technicians	90	110	130

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

- 1. Transportation
 - a. Company vehicle – IRS mileage reimbursement rate
 - b. Common carrier or car rental – actual multiplied by 1.0
- 2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.0

B. Communications and Project Support Fee

~~Non-travel expenses incurred for the duration of the agreement for project support but not itemized below, including document retention, delivery and communications. Project labor charges multiplied by 3%. NOT USED~~

C. Printing/Reproduction Rates

Item	Rate/Page	Sample Pricing
Black & White – 8.5 x 11	\$0.10	
Black & White – 11 x 17	\$0.20	
Color – 8.5 x 11	\$0.40	
Color – 11 x 17	\$0.70	
B&W – Plotter (Toner – ECO Quality)	\$0.40/sf	24x36 B/W CAD drawing would cost \$2.40 per sheet
B&W – Plotter (Toner – Presentation Quality)	\$1.00/sf	24x36 B/W CAD drawing would cost \$6.00 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.00/sf	24x36 Color Drawing would cost \$12 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$4.00/sf	24x36 Color Drawing would cost \$24 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

D. Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
Project Specific Equipment:			
Topographic/Bathymetric Survey Equipment:			
RTK-GPS	300	1,200	
RTK-GPS Smartnet Subscription	50	200	

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 14, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM #12**

TITLE: Consider Adoption of a Resolution Authorizing the Use of Teleconference Meetings in Compliance with AB 361 *(This is a Motion Item)*

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

Recommendation

Adopt the attached resolution authorizing the use of teleconference meetings in compliance with AB 361.

Discussion

AB 361 requires public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing. As directed by the Board on September 27, 2021, the District is continuing to hold teleconferenced meetings as allowed under AB 361 due to the ongoing public health threat of COVID-19. The Board adopted resolutions on October 25, 2021, November 8, 2021, November 15, 2021, December 13, 2021, January 10, 2022, and January 24, 2022, authorizing the use of teleconference meetings. The attached resolution includes and reaffirms the findings required by AB 361 to allow the District to continue to hold teleconferenced meetings.

As required, District staff will include a similar resolution on Board agendas every 30 days in order to allow the Board to continue to assess the need for teleconferenced meetings.

Background

AB 361 was signed into law by the Governor on September 16, 2021, and amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology as long as there is a “proclaimed state of emergency” by the Governor. This allowance also depends on state or local officials imposing or recommending measures that promote social distancing or a legislative body finding that meeting in person would present an imminent safety risk to attendees. Though adopted in the context of the pandemic, AB 361 will allow for virtual meetings during other proclaimed emergencies, such as earthquakes or wildfires, where physical attendance may present a risk.

AB 361 prohibits councils and boards from limiting public comments to those submitted in advance of the meeting and specifies that the legislative body “must provide an opportunity for the public to ... offer comment in real time.” (Government Code 54953(e)(2)(E). Additionally, the body must allow a reasonable time for public comment during the comment periods. The District allows for email comments to be submitted throughout Board meeting and the Board Clerk checks for emails continuously, including during the public comment portion for each agenda item.

The agenda must include information on the manner in which the public may access the meeting and provide comments remotely. AB 361 provides that if technical problems arise that result in the public’s access being disrupted, the legislative body may not take any vote or other official action until the technical disruption is corrected and public access is restored.

In addition, as noted in the Discussion section above, AB 361 requires public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing. AB 361 will sunset on January 1, 2024.

Previous Board Action

1/24/22 Board Meeting – The Board adopted Resolution No. 2953, authorizing the use of teleconference meetings in compliance with AB 361.

1/10/22 Board Meeting – The Board adopted Resolution No. 2948, authorizing the use of teleconference meetings in compliance with AB 361.

12/13/21 Board Meeting – The Board adopted Resolution No. 2945, authorizing the use of teleconference meetings in compliance with AB 361.

11/15/21 Special Board Meeting – The Board adopted Resolution No. 2942, authorizing the use of teleconference meetings in compliance with AB 361.

11/8/21 Board Meeting – The Board adopted Resolution No. 2941, authorizing the use of teleconference meetings in compliance with AB 361.

10/25/21 Board Meeting – The Board adopted Resolution No. 2937, authorizing the use of teleconference meetings in compliance with AB 361.

9/27/21 Board Meeting – The Board directed staff to continue with teleconferenced meetings under AB 361.

RESOLUTION NO. ____

**A RESOLUTION OF THE BOARD OF DIRECTORS AUTHORIZING THE
USE OF TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB 361**

WHEREAS, the Union Sanitary District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Union Sanitary District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963); and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, Government Code 54953(e) permits teleconferencing in the event that a state of emergency is declared by the Governor pursuant to Government Code section 8625, and that either state or local officials have imposed or recommended measures to promote social distancing, or that the legislative body finds that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency in response to the rapid spread of the highly contagious disease known as COVID-19; and

WHEREAS, on August 3, 2021, the Health Officer of the County of Alameda adopted Order No. 21-03 stating that the Delta variant has been circulating in the County, is highly transmissible in indoor settings and requires multi-component prevention strategies to prevent spread, and that hospitalizations are increasing; and

WHEREAS, despite ongoing efforts to promote masking and vaccinations, COVID-19 continues to threaten the health and lives of the public, especially with the existence of the Delta variant, which is highly transmissible in indoor settings, and the Omicron variant, which is even more transmissible than the Delta variant with case counts increasing daily; and

WHEREAS, the increased risk of contracting COVID-19 associated with being indoors with others has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and

WHEREAS, on October 25, 2021, the Board adopted Resolution No. 2937, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on November 8, 2021, the Board adopted Resolution No. 2941, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on November 15, 2021, the Board adopted Resolution No. 2942, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on December 13, 2021, the Board adopted Resolution No. 2945, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on January 10, 2022, the Board adopted Resolution No. 2948, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on January 24, 2022, the Board adopted Resolution No. 2953, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, the Board now desires to reaffirm and make the findings required to continue holding teleconference meetings in compliance with AB 361 due to the continuing public health threat of COVID-19.

NOW, THEREFORE, BE IT RESOLVED, BY THE UNION SANITARY DISTRICT BOARD OF DIRECTORS, AS FOLLOWS:

1. The above recitals are true and correct and are material to this Resolution and are incorporated into this Resolution as findings of the District Board.

2. The Union Sanitary District Board finds and declares that the circumstances set forth in Government Code section 54953(e)(1), exist because the State of Emergency continues to exist and meeting in person would present imminent risks to the health and safety of attendees.

3. Pursuant to the requirements of Government Code Section 54953 (e)(3), the District Board makes the following findings:

(a) The District Board has considered the circumstances of the continuing state of emergency;

(b) The state of emergency continues to directly impact the ability of the members and the public to meet safely in person;

(c) Due to COVID-19, holding meetings in person will present imminent risks to the health and safety to attendees; and

(d) The District Board will continue to meet by teleconference in accordance with Government Code section 54953(e).

4. The aforementioned findings apply to all committees and subcommittees of the District which are classified as legislative bodies pursuant to Government Code Section 54952.

5. The District Board will reconsider every 30 days, the circumstances of the emergency and review whether it continues to directly impact the ability of the members to meet safely in person.

6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have adopted this Resolution and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 14th day of February, 2022.

AYES:

NOES:

ABSENT:

Manny Fernandez, Secretary

Pat Kite, President

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 14, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM #13**

TITLE: **Board Expenses for 2nd Quarter of Fiscal Year 2022 (*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 2nd quarter of Fiscal Year 2022.

BOARD OF DIRECTORS

QUARTERLY TRAVEL AND TRAINING EXPENDITURE REPORT

2ND QTR, FISCAL YEAR 2022

Board Members	Description	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Beginning Balance	Y-T-D Expense	Balance Available
FERNANDEZ, MANNY								
	TOTAL	0.00	0.00	0.00	0.00	5000.00	0.00	5000.00
HANDLEY, TOM								
	TOTAL	0.00	0.00	0.00	0.00	5000.00	0.00	5000.00
HARRISON, JENNIFER								
	TOTAL	0.00	0.00	0.00	0.00	5000.00	0.00	5000.00
KITE, PAT								
	TOTAL	0.00	0.00	0.00	0.00	5000.00	0.00	5000.00
LATHI, ANJALI								
	TOTAL	0.00	0.00	0.00	0.00	5000.00	0.00	5000.00
GRAND TOTAL		0.00	0.00	0.00	0.00	25000.00	0.00	25000.00

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



**Summary of the EBDA Commission Meeting
Thursday, December 16, 2021, at 9:30 a.m.**

- Commissioners Cutter, Duncan, Johnson, Lamnin, and Toy were present. This meeting was conducted telephonically and the dial-in information for the meeting was provided in the agenda.
- Commissioner Johnson moved to approve the Commission Meeting Minutes of November 18, 2021; List of Disbursements for November 2021; Treasurer's Report for November 2021;; and Resolution Authorizing Remote Teleconference Meetings Pursuant to AB 361. The motion was seconded by Commissioner Toy and carried 5-0.
- The Commission unanimously approved the reports from the Managers Advisory, Financial Management, and Operations & Maintenance Committees. The following items were discussed:
- **Motion to Accept the Audited Basic Financial Statements for Fiscal Year Ending June 30, 2021**
John Cropper from Cropper Accountancy Corporation, the Authority's financial audit firm, presented the Basic Financial Statements for Fiscal Year 2020-2021. EBDA received a clean, unmodified audit opinion. Mr. Cropper praised staff for their cooperation.

Commissioner Duncan moved to approve the item. The motion was seconded by Commissioner Lamnin and carried unanimously 5-0, by roll call vote:

Ayes: Commissioner Johnson, Lamnin, Toy, Duncan, Chair Cutter

Noes: None

Absent: None

Abstain: None

- **General Managers Report**
The General Manager (GM) advised the Commission that the Bay Area Air Quality Management District has committed to working more collaboratively with the wastewater community to protect public health and the environment through a new work group. The GM highlighted innovative projects currently underway at Oro Loma Sanitary District and San Leandro's Water Pollution Control Plant. The GM reported that staff is researching alternative banking options and recently met with Community Bank of the Bay.
- **Managers Advisory Committee (MAC)**
The GM highlighted the MAC's discussion of the strategic planning process. EBDA staff and the MAC will develop strategic planning concepts for the Commission's input in FY 2022-2023.
- **Report from the Regulatory Affairs Committee**
The GM reported on the MAC's discussion of biosolids management options. Working with the MAC, EBDA issued a primer to various private companies to garner management solutions for the Member

Agencies' biosolids. Commissioner Lamnin suggested staff include All-In-Eats, which is a circular food economy organization managed by Alameda County.

- **Financial Management Committee**

The Financial Management Committee discussed the treasurer's report and audited financial statements. Additionally, the Committee reviewed the Authority's Investment Policy and Strategy. The Committee supported staff's recommendation that no changes be made to the Investment Strategy at this time. The Committee also supported approval of the proposed Investment Policy updates.

- **Resolution Approving Revisions to the Authority's Investment Policy**

Commissioner Cutter moved to approve the item. The motion was seconded by Commissioner Johnson and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lamnin, Toy, Duncan, Chair Cutter

Noes: None

Absent: None

Abstain: None

- **Operations and Maintenance Committee**

The O&M Manager reported on the Operations and Maintenance Committee, which met on December 14, 2021. The O&M Manager stated that compliance data looks good; no extra sodium hypochlorite had been added to the system for the recent storm events and bacteria data looks normal. The O&M Manager also reported that during the month of November, no water was sent to the Skywest Golf Course, and with the upcoming storm, no water is expected to be delivered. The O&M Manager informed the Commission that implementation of the new higher chlorine residual effluent limit will likely begin in March 2022. This new limit will allow for reduced sodium bisulfite dosing. Finally, the O&M Manager reported that current wet weather was handled very well and noted positive collaboration with the Member Agencies in managing high flows. The GM provided an update on the Cargill project, noting the preferred option is a brine pipeline from Cargill that follows a Bayside route, running parallel to the EBDA transport system and connecting at OLEPS.

- **Resolution to Approve the Authority's Revised Classification Plan**

Commissioner Lamnin moved to approve the item. The motion was seconded by Commissioner Duncan and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lamnin, Toy, Duncan, Chair Cutter

Noes: None

Absent: None

Abstain: None

- **Resolution Adopting the Revised Fiscal Year 2021/2022 Compensation Plan**

Commissioner Johnson moved to approve the item. The resolution was seconded by Commissioner Cutter and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lamnin, Toy, Duncan, Chair Cutter

Noes: None

Absent: None

Abstain: None

- **Resolution Supporting Bay Adapt: Regional Strategy for a Rising Bay**

Commissioner Toy moved to approve the item. The resolution was seconded by Commissioner Duncan and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lamnin, Toy, Duncan, Chair Cutter

Noes: None

Absent: None

Abstain: None

- **Items from Commission and Staff**

Commissioner Duncan thanked Howard Cin for his storm impact explanation. Roland Williams commended staff and wished everyone happy holidays. Howard Cin expressed his gratitude to the Commission for their support. The General Manager reminded the Commission of the January meeting schedule changes.

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 14, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 15**

TITLE: COVID-19 Update (*This is an Information Item*)

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

Recommendation

Information only.

Discussion

None.

Background

General Manager Eldredge will provide an update on the District's COVID-19 response and staffing levels.

Previous Board Action

None.

**UNION SANITARY DISTRICT
CHECK REGISTER
01/15/2022-02/04/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179836	2/3/2022	114	2011800320	HAZEN AND SAWYER	CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$111,279.96	\$504,585.42
	2/3/2022	114	2011800224		MP - AERATION BASIN MODIFICATIONS	\$140,542.78	
	2/3/2022	114	2011800411		ETSU PHASE 1B PROJECT	\$252,762.68	
179762	1/27/2022	110	3285	EAST BAY DISCHARGERS AUTHORITY	CREDIT: O&M ASSESSMENT, FY21	\$-254,741.87	\$432,334.19
	1/27/2022	110	3291		O&M ASSESSMENT, JAN-JUN 2022	\$687,076.06	
179846	2/3/2022	143	210808	OVERAA	PRIMARY DIGESTER NO. 7	\$277,720.15	\$277,720.15
179703	1/20/2022		6940	CAL SANITATION RISK MNGT AUTH	POOLED LIABILITY INSURANCE: 12/31/2021-12/30/2022	\$264,616.00	\$264,616.00
179718	1/20/2022		10252	LENNAR HOMES - BAY AREA	REFUND # 43281	\$200,000.00	\$200,000.00
179766	1/27/2022	143	W8Y07900009	JACOBS ENGINEERING GROUP, INC	PUMP STATIONS CHEMICAL SYSTEM IMPROVEMENTS	\$148,497.91	\$148,497.91
179733	1/20/2022	141	221295	TANNER PACIFIC INC	TWIN FORCE MAIN RELOCATION - PHASE 2	\$44,142.36	\$144,751.96
	1/20/2022	141	221239		TWIN FORCE MAIN RELOCATION - PHASE 2	\$58,591.05	
	1/20/2022	141	221249		TWIN FORCE MAIN RELOCATION - PHASE 2	\$42,018.55	
179858	2/3/2022	110	26994	SYNAGRO WEST LLC	DEC 2021 BIOSOLIDS DISPOSAL	\$106,998.84	\$106,998.84
179822	2/3/2022	173	604850	CDW GOVERNMENT LLC	MICROSOFT ANNUAL LICENSE SUBSCRIPTIONS	\$79,602.65	\$102,852.65
	2/3/2022	173	846624		SINGLEWIRE INFFORMACAST PAGING SYSTEM	\$5,265.00	
	2/3/2022	143	731685		FIREWALL RENEWAL	\$17,985.00	
179759	1/27/2022	143	800503.4	CORRPRO COMPANIES INC	CATHODIC PROTECTION IMPROVEMENTS - PLANT	\$81,125.74	\$81,125.74

**UNION SANITARY DISTRICT
CHECK REGISTER
01/15/2022-02/04/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179785	1/27/2022	171	2100113	PSC INDUSTRIAL OUTSOURCING LP	CARBON MEDIA REPLACEMENT	\$20,460.91	\$63,273.99
	1/27/2022	171	2100107		SULFA MEDIA REPLACEMENT	\$42,813.08	
179783	1/27/2022	110	1606226	POLYDYNE INC	45,120 LBS CLARIFLOC C-6267	\$54,822.52	\$54,822.52
179751	1/27/2022	143	18537	CAROLLO ENGINEERS	PRIMARY DIGESTER NO. 7	\$45,799.71	\$45,799.71
179709	1/20/2022	173	10536403450	DELL MARKETING LP C/O DELL USA	FY22 Q1 LAPTOPS	\$38,034.60	\$45,379.63
	1/20/2022	173	10543486450		FY22 Q1 LAPTOPS	\$7,345.03	
179765	1/27/2022	173	6821	INFOR PUBLIC SECTOR, INC	HANSEN ANNUAL SUPPORT AND MAINTENANCE	\$37,726.84	\$37,726.84
179701	1/20/2022	143	11427733	BROWN & CALDWELL CONSULTANTS	STANDBY POWER SYSTEM UPGRADE	\$23,340.19	\$35,464.46
	1/20/2022	143	11427741		PRIMARY DIGESTER NO. 7	\$9,559.03	
	1/20/2022	143	11427872		EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$2,565.24	
179734	1/20/2022	173	45362657	TYLER TECHNOLOGIES INC	EDEN SOFTWARE ANNUAL SUPPORT	\$34,485.56	\$34,485.56
179797	1/27/2022	110	196764	SWRCB - STATE WATER RESOURCES	FY22 ANNUAL WDR FEES - HAYWARD SHORELINE	\$3,147.00	\$33,447.00
	1/27/2022	110	196569		FY22 ANNUAL WDR FEES - ALVARADO WWTP	\$20,000.00	
	1/27/2022	110	196576		FY22 ANNUAL WDR FEES - UNION SD CS	\$10,000.00	
	1/27/2022	143	199979		FY22 ANNUAL WDR FEES - EMERGENCY OUTFALL OUTLET	\$300.00	
179768	1/27/2022	110	9017738549	KEMIRA WATER SOLUTIONS INC	48,880 LBS FERROUS CHLORIDE	\$7,494.92	\$28,387.34
	1/27/2022	110	9017737451		47,760 LBS FERROUS CHLORIDE	\$6,982.44	
	1/27/2022	110	9017737849		48,420 LBS FERROUS CHLORIDE	\$7,613.89	
	1/27/2022	110	9017738537		44,280 LBS FERROUS CHLORIDE	\$6,296.09	

**UNION SANITARY DISTRICT
CHECK REGISTER
01/15/2022-02/04/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179729	1/20/2022		43305	PREFERRED BENEFIT INSUR ADMINS	JANUARY 2022 VSP STMT	\$3,204.60	\$21,228.23
	1/20/2022		43304		JANUARY 2022 DELTA DENTAL STMT	\$18,023.63	
179717	1/20/2022	110	9017736611	KEMIRA WATER SOLUTIONS INC	48,300 LBS FERROUS CHLORIDE	\$7,156.32	\$20,810.06
	1/20/2022	110	9017736756		48,140 LBS FERROUS CHLORIDE	\$6,698.76	
	1/20/2022	110	9017737299		47,560 LBS FERROUS CHLORIDE	\$6,954.98	
179737	1/20/2022		533620211222	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - DEC 2021	\$20,181.24	\$20,181.24
179738	1/20/2022	110	470002805	USP TECHNOLOGIES	4372 GALS HYDROGEN PEROXIDE	\$19,542.84	\$19,542.84
179811	2/3/2022	170	4017274120220113	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 01/05/22 - FREMONT BLVD	\$4,893.17	\$16,294.80
	2/3/2022	110	4071038120220121		SERV TO: 01/19/22-BENSON ROAD	\$117.38	
	2/3/2022	110	4071037120220121		SERV TO: 01/19/22-BENSON ROAD	\$255.99	
	2/3/2022	110	4071036120220119		SERV TO: 01/19/22-BENSON ROAD	\$11,028.26	
179726	1/20/2022	110	3000059600	OLIN CORPORATION	4832 GALS SODIUM HYPOCHLORITE	\$3,767.42	\$14,918.46
	1/20/2022	110	3000060262		4900.074 GALS SODIUM HYPOCHLORITE	\$3,820.49	
	1/20/2022	110	3000059037		4656 GALS SODIUM HYPOCHLORITE	\$3,630.19	
	1/20/2022	110	3000059601		4746 GALS SODIUM HYPOCHLORITE	\$3,700.36	
179803	1/27/2022	110	470003043	USP TECHNOLOGIES	3314 GALS HYDROGEN PEROXIDE	\$14,813.58	\$14,813.58
179839	2/3/2022	110	9017739140	KEMIRA WATER SOLUTIONS INC	46,880 LBS FERROUS CHLORIDE	\$7,183.77	\$14,678.69
	2/3/2022	110	9017739669		48,900 LBS FERROUS CHLORIDE	\$7,494.92	
179847	2/3/2022	143	210808E	OVERAA	PRIMARY DIGESTER NO. 7 - ESCROW PYMT	\$14,616.85	\$14,616.85

**UNION SANITARY DISTRICT
CHECK REGISTER
01/15/2022-02/04/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179715	1/20/2022	143	2111071228	KELCO SERVICES INC	PLANT MISCELLANEOUS IMPROVEMENTS - HAZMAT TESTING	\$13,200.00	\$13,200.00
179752	1/27/2022	143	18310	CAROLLO ENGINEERS	PLANT MISCELLANEOUS IMPROVEMENTS	\$13,176.74	\$13,176.74
179758	1/27/2022	170	170170	CORE & MAIN LP	ASTD PARTS & MATERIALS	\$11,673.05	\$11,673.05
179845	2/3/2022	110	3000063333	OLIN CORPORATION	4809.041 GALS SODIUM HYPOCHLORITE	\$3,749.51	\$11,309.49
	2/3/2022	110	3000066016		4797.902 GALS SODIUM HYPOCHLORITE	\$3,740.82	
	2/3/2022	110	3000063341		4898.363 GALS SODIUM HYPOCHLORITE	\$3,819.16	
179780	1/27/2022	110	3000063349	OLIN CORPORATION	4799.479 GALS SODIUM HYPOCHLORITE	\$3,742.05	\$11,304.48
	1/27/2022	110	3000063322		4799.449 GALS SODIUM HYPOCHLORITE	\$3,742.03	
	1/27/2022	110	3000063325		4899.951 GALS SODIUM HYPOCHLORITE	\$3,820.40	
179747	1/27/2022		20220125	STATE OF CALIFORNIA	SALES & USE TAX 10/01/21 - 12/31/2021	\$11,199.09	\$11,199.09
179702	1/20/2022	143	278629	BURKE, WILLIAMS & SORENSON LLP	CIP - NOV 2021	\$3,294.72	\$8,852.48
	1/20/2022	150	278627		FORCE MAIN RELOCATION - NOV 2021	\$99.84	
	1/20/2022	150	277896		CONTRACT DISPUTE - NOV 2021	\$332.80	
	1/20/2022	114	278628		ETSU - NOV 2021	\$299.52	
	1/20/2022	150	278625		GENERAL LEGAL - NOV 2021	\$4,825.60	
179772	1/27/2022	130	10125	MANAGEMENT PARTNERS INC	CONSULTING SERVICES	\$8,500.00	\$8,500.00
179798	1/27/2022	114	20510084	TELEDYNE ISCO INC	1 REFRIGERATED SAMPLER AND PARTS	\$8,142.65	\$8,142.65
179791	1/27/2022	114	7941779100	RS HUGHES CO INC	1 PPBRAE BLUETOOTH	\$7,633.85	\$7,633.85
179807	1/27/2022	110	824135	WESTERN STATES OIL CO	2106 GAL DYED DIESEL	\$7,133.46	\$7,133.46

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179767	1/27/2022	110	9017739058	KEMIRA WATER SOLUTIONS INC	46,940 LBS FERROUS CHLORIDE	\$6,469.96	\$6,469.96
179788	1/27/2022		317597	RF MACDONALD CO	1 PUMP	\$3,441.16	\$6,110.74
	1/27/2022	170	224722		1 PUMP REBUILD KIT	\$2,669.58	
179782	1/27/2022	170	140120220112	PACIFIC GAS AND ELECTRIC	SERV TO 01/02/22 IRVINGTON PS	\$3,673.98	\$5,898.86
	1/27/2022	170	013720220110		SERV TO 01/03/22 BOYCE RD PS	\$2,224.88	
179862	2/3/2022	173	1626	VERTIGIS NORTH AMERICA LTD	GEOCOTEX SMW RENEWAL	\$5,464.00	\$5,464.00
179855	2/3/2022		9373	SCS DEVELOPMENT CO	REFUND # 43315	\$3,700.00	\$5,200.00
	2/3/2022		10641		REFUND # 43314	\$1,500.00	
179810	2/3/2022	170	2000581499	AECOM TECHNICAL SERVICES INC	HAZMAT CONSULTING SERVICES	\$4,126.25	\$4,126.25
179829	2/3/2022	136	26745	FIELDMAN ROLAPP & ASSOCIATES	FINANCIAL ADVISORY SERVICES	\$3,880.50	\$3,880.50
179779	1/27/2022	110	3000063330	OLIN CORPORATION	4802.611 GALS SODIUM HYPOCHLORITE	\$3,744.50	\$3,744.50
179821	2/3/2022	143	18797	CAROLLO ENGINEERS	ALVARADO INFLUENT PS PUMPS AND VFDS	\$3,528.05	\$3,528.05
179833	2/3/2022	170	96320116	H & E EQUIPMENT SERVICES INC	EQUIPMENT RENTAL 12/29/2021 - 01/25/22	\$3,346.30	\$3,346.30
179794	1/27/2022		28200	SC BUILDERS	REFUND # 43307	\$3,300.00	\$3,300.00
179699	1/20/2022	143	122145	BEECHER ENGINEERING	SWITHBOARD NO 3 & MCC NO 25 REPLACEMENT	\$3,150.00	\$3,150.00
179725	1/20/2022		1221000510	NBS	BOND DISCLOSURE SERVICES	\$3,148.26	\$3,148.26
179792	1/27/2022	110	22010515	S&S TRUCKING	GRIT HAULING 12/29/2021	\$1,002.21	\$2,869.49
	1/27/2022	110	21122916		GRIT HAULING 12/20 & 12/23/2021	\$1,867.28	
179834	2/3/2022	173	12825772	HACH COMPANY	WIMS ANNUAL SUPPORT 01/09/22-01/08/23	\$2,634.41	\$2,634.41

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179852	2/3/2022	110	22011110	S&S TRUCKING	GRIT HAULING 01/03, 01/04 & 01/07/2022	\$2,601.35	\$2,601.35
179804	1/27/2022		30557	VITALITY HEALTH SERVICES	REFUND # 43304	\$2,500.00	\$2,500.00
179818	2/3/2022	121	210416	BRENNTAG PACIFIC INC	1276 LBS SODIUM HYDROXIDE	\$404.36	\$2,417.03
	2/3/2022	121	210417		3828 LBS SODIUM HYDROXIDE	\$1,207.60	
	2/3/2022	123	210415		2252 LBS SODIUM HYDROXIDE	\$805.07	
179700	1/20/2022	123	207219	BRENNTAG PACIFIC INC	2252 LBS SODIUM HYDROXIDE	\$731.82	\$2,382.95
	1/20/2022	123	207220		5104 LBS SODIUM HYDROXIDE	\$1,651.13	
179784	1/27/2022	170	100980	PRIME MECHANICAL SERVICE INC	MONTHLY MAINTENANCE - DEC 21	\$945.00	\$2,330.00
	1/27/2022	170	100979		ANNUAL COIL CLEANING	\$1,385.00	
179838	2/3/2022	141	GDMK189	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - JAN 2022	\$835.94	\$2,284.83
	2/3/2022	141	GDMS874		OFF-SITE STORAGE AND SERVICES - JAN 22	\$1,448.89	
179708	1/20/2022	143	3537433	DAILY JOURNAL CORPORATION	AD: IRVINGTON BASIN RCP REHABILITATION	\$1,525.68	\$2,040.68
	1/20/2022	143	3537434		AD: IRVINGTON BASIN RCP REHABILITATION	\$515.00	
179691	1/20/2022	171	9121165003	AIRGAS NCN	2 SAFETY HARNESS	\$1,095.10	\$2,016.17
	1/20/2022	170	9985499404		CYLINDER RENTAL	\$921.07	
179776	1/27/2022	120	1059090	MISSION COMMUNICATIONS LLC	10 ANTENNAS	\$2,015.00	\$2,015.00

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179730	1/20/2022	121	278227	PRESTIGE LENS LAB	SAFETY GLASSES - MARTINEZ	\$271.33	\$2,010.94
	1/20/2022	144	278171		SAFETY GLASSES - ANDERSON	\$208.70	
	1/20/2022	150	278369		SAFETY GLASSES - MCEVOY	\$208.70	
	1/20/2022	111	277895		SAFETY GLASSES - HUGHES	\$328.92	
	1/20/2022	136	278035		SAFETY GLASSES - VASQUEZ	\$241.93	
	1/20/2022	141	278175		SAFETY GLASSES - SILVA	\$208.70	
	1/20/2022	123	278271		SAFETY GLASSES - COUTO	\$271.33	
	1/20/2022	123	278069		SAFETY GLASSES - DIOSDADO	\$271.33	
179771	1/27/2022	130	71621	MACLEOD WATTS INC	ACTUARIALS: OPEB VALUATION AS OF 06/30/21	\$1,950.00	\$1,950.00
179815	2/3/2022		17622326	AT&T	SERV: 12/13/21 - 01/12/22	\$751.51	\$1,949.18
	2/3/2022		17622328		SERV: 12/13/21 - 01/12/22	\$43.20	
	2/3/2022		17622330		SERV: 12/13/21 - 01/12/22	\$88.21	
	2/3/2022		17590723		SERV: 12/10/21 - 01/09/22	\$999.80	
	2/3/2022		17622329		SERV: 12/13/21 - 01/12/22	\$66.46	
179831	2/3/2022	122	1841096172	GOODYEAR COMM TIRE & SERV CTRS	6 TIRES	\$1,946.33	\$1,946.33
179705	1/20/2022	170	21910436	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$969.39	\$1,938.78
	1/20/2022	170	21910437		PAINT & RELATED PAINT SUPPLIES	\$969.39	
179786	1/27/2022	122	44170	R & S ERECTION OF S ALAMEDA	SERVICE: ROLL UP DOOR REPAIR	\$1,926.00	\$1,926.00
179813	2/3/2022	120	15390	AMERICAN DISCOUNT SECURITY	12/01/21 - 12/31/21 GUARD AT DISTRICT	\$1,764.00	\$1,764.00

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179828	2/3/2022	111	20220131	CWEA	MEMBERSHIP RENEWAL - K VONG	\$192.00	\$1,723.00
	2/3/2022	120	20220120		7 CERT & 5 MEMBERSHIP RENEWALS - CS 11 EMPLOYEES	\$1,531.00	
179760	1/27/2022	143	109H1	DCM CONSULTING INC	ALAMEDA CREEK-FORCEMAIN CROSSING GEOTECH	\$675.00	\$1,614.20
	1/27/2022	143	190I1		EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$939.20	
179778	1/27/2022		20211231	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - DEC 2021	\$1,567.63	\$1,567.63
179750	1/27/2022	170	21912057	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$655.89	\$1,546.56
	1/27/2022	170	21911698		PAINT & RELATED PAINT SUPPLIES	\$890.67	
179740	1/20/2022	113	8807046755	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$285.09	\$1,541.05
	1/20/2022		8807112825		LAB SUPPLIES	\$811.82	
	1/20/2022	113	8807129936		LAB SUPPLIES	\$518.64	
	1/20/2022		8807129125		CREDIT: LAB SUPPLIES	\$-115.89	
	1/20/2022	113	8807052085		LAB SUPPLIES	\$41.39	
179714	1/20/2022		9133117409	GRAINGER INC	ASTD PARTS & MATERIALS	\$81.98	\$1,520.85
	1/20/2022	111	9153885000		ASTD PARTS & MATERIALS	\$36.31	
	1/20/2022		9152469830		ASTD PARTS & MATERIALS	\$116.56	
	1/20/2022		9152934460		ASTD PARTS & MATERIALS	\$553.98	
	1/20/2022		9149567472		ASTD PARTS & MATERIALS	\$732.02	

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179790	1/27/2022		29246	ROTO-ROOTER SERVICES	REFUND # 39806	\$500.00	\$1,500.00
	1/27/2022		30380		REFUND # 41020	\$500.00	
	1/27/2022		27157		REFUND # 37657	\$500.00	
179799	1/27/2022	170	415715541	TERMINIX COMMERCIAL	DEC PEST CONTROL	\$1,113.00	\$1,423.00
	1/27/2022	170	415715540		PEST CONTROL	\$140.00	
	1/27/2022	170	415712388		PEST CONTROL	\$170.00	
179830	2/3/2022	121	16116	GIERLICH-MITCHELL INC	5 MANHOLE MONITOR UPGRADES	\$1,384.38	\$1,384.38
179842	2/3/2022	170	2235438	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - FEB 2022	\$1,379.94	\$1,379.94
179832	2/3/2022	170	9162850391	GRAINGER INC	ASTD PARTS & MATERIALS	\$219.32	\$1,275.41
	2/3/2022	170	9162708508		7 FANS	\$778.90	
	2/3/2022	170	9161801445		4 SENSORS	\$277.19	
179770	1/27/2022	173	24306	LOOKINGPOINT INC	ANNUAL LOOKINGPOINT SUPPORT AGREEMENT	\$1,225.00	\$1,225.00
179774	1/27/2022	170	70670196	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$39.22	\$1,163.81
	1/27/2022	170	71389842		ASTD PARTS & MATERIALS	\$323.09	
	1/27/2022		71477499		ASTD PARTS & MATERIALS	\$517.80	
	1/27/2022	170	71379235		ASTD PARTS & MATERIALS	\$283.70	
179864	2/3/2022	143	199203	WOODARD & CURRAN INC	IRVINGTON BASIN MASTER PLAN UPDATE	\$1,153.00	\$1,153.00
179756	1/27/2022	170	20220101	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$1,136.60	\$1,136.60

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179843	2/3/2022		240000130939	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$17.83	\$1,120.77
	2/3/2022	170	240000129958		ASTD PARTS & MATERIALS	\$293.85	
	2/3/2022	170	240000129714		ASTD PARTS & MATERIALS	\$173.77	
	2/3/2022	170	240000130196		ASTD PARTS & MATERIALS	\$302.10	
	2/3/2022	170	240000129875		ASTD PARTS & MATERIALS	\$333.22	
179741	1/27/2022	171	9121192059	AIRGAS NCN	ASTD PARTS & MATERIALS	\$1,119.02	\$1,119.02
179724	1/20/2022	114	2229455	MOBILE MODULAR MANAGEMENT CORP	ETSU TEMPORARY OFFICE SPACE	\$1,080.81	\$1,080.81
179693	1/20/2022	170	4017275220220106	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 01/05/22 - FREMONT BLVD	\$1,018.83	\$1,075.44
	1/20/2022	170	4017420220220107		SERV TO: 01/05/22 - FREMONT BLVD	\$56.61	
179694	1/20/2022	123	42769	ALLIED FLUID PRODUCTS CORP	ASTD PARTS & MATERIALS	\$1,058.64	\$1,058.64
179728	1/20/2022	110	892820220105	PACIFIC GAS AND ELECTRIC	SERV TO 12/29/2021 HAYWARD MARSH	\$49.85	\$1,039.99
	1/20/2022	170	096020220105		SERV TO 12/29/21 CATHODIC PROJECT	\$37.52	
	1/20/2022	170	380420220105		SERV TO 12/29/21 CHERRY ST PS	\$334.69	
	1/20/2022	170	666720220105		SERV TO 12/29/2021 PASEO PADRE PS	\$393.99	
	1/20/2022	170	898220220105		SERV TO 12/29/2021 FREMONT PS	\$223.94	
179731	1/20/2022	110	21122126	S&S TRUCKING	GRIT HAULING 12/15/2021	\$988.68	\$988.68
179696	1/20/2022	130	16155068	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-KIM, S., WK END 12/25/21	\$903.84	\$903.84
179704	1/20/2022	113	628476	CALTEST ANALYTICAL LABORATORY	13 LAB SAMPLE ANALYSIS	\$899.75	\$899.75
179844	2/3/2022	170	962230327	MSA SAFETY SALES	20 SENSORS	\$822.79	\$822.79

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179695	1/20/2022	170	7300098966	AMIAD FILTRATION SYSTEMS	ASTD STRAINER PARTS	\$806.51	\$806.51
179850	2/3/2022	171	8201111694	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: R. SCHWARTZ	\$208.00	\$797.65
	2/3/2022	123	8201110850		SAFETY SHOES: B. MEDEIROS	\$173.65	
	2/3/2022	121	8201111725		SAFETY SHOES: M. LUBINA	\$208.00	
	2/3/2022	123	8201110849		SAFETY SHOES: A. TARNOWSKI	\$208.00	
179800	1/27/2022	173	12530225	TRIMBLE INC	TELOG ENTERPRISE ANNUAL SUPPORT 11/8/21-11/7/22	\$750.00	\$750.00
179787	1/27/2022	120	02A0036018380	NESTLE WATERS NO. AMERICA READYREFR	WATER SERVICE 12/07/21 - 01/06/22	\$722.52	\$722.52
179744	1/27/2022		259000068943	ARAMARK	UNIFORM LAUNDERING SERVICE	\$357.19	\$720.42
	1/27/2022		259000068914		UNIFORM LAUNDERING & RUGS	\$307.23	
	1/27/2022		259000068887		ASTD DUST MOPS, WET MOPS & TERRY	\$56.00	
179826	2/3/2022	170	20213309	COMPACTOR MANAGEMENT COMPANY	HEADWORKS RAG COMPACTOR MAINTENANCE	\$700.00	\$700.00
179743	1/27/2022	130	16160372	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-KIM, S., WK END 01/01/22	\$688.64	\$688.64
179837	2/3/2022		604602781	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$684.80	\$684.80
179814	2/3/2022		259000072280	ARAMARK	UNIFORM LAUNDERING & RUGS	\$321.73	\$679.49
	2/3/2022		259000072302		UNIFORM LAUNDERING SERVICE	\$357.76	
179697	1/20/2022		259000065775	ARAMARK	UNIFORM LAUNDERING SERVICE	\$356.26	\$665.49
	1/20/2022		259000065767		UNIFORM LAUNDERING & RUGS	\$309.23	
179698	1/20/2022	173	519901	AVERTIUM LLC	VULNERABILITY SCAN SUBSCRIPTION - DEC 2021	\$645.00	\$645.00
179755	1/27/2022	132	220214687	CLAREMONT BEHAVIORAL SERVICES	FEB 2022 EAP PREMIUMS	\$644.00	\$644.00

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179859	2/3/2022		20513719	TELEDYNE ISCO INC	SAMPLING SUPPLIES	\$611.34	\$611.34
179775	1/27/2022	170	220162	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE - JAN 2022	\$599.08	\$599.08
179854	2/3/2022		2067441001	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$408.67	\$583.34
	2/3/2022		2064323003		ASTD ELECTRICAL SUPPLIES	\$174.67	
179841	2/3/2022	170	71719117	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$66.32	\$571.50
	2/3/2022	170	70662493		ASTD PARTS & MATERIALS	\$39.34	
	2/3/2022	122	71111545		ASTD PARTS & MATERIALS	\$100.37	
	2/3/2022	122	71808853		ASTD PARTS & MATERIALS	\$47.86	
	2/3/2022	170	71093016		ASTD PARTS & MATERIALS	\$280.33	
	2/3/2022	170	71951552		ASTD PARTS & MATERIALS	\$37.28	
179753	1/27/2022	171	1902665826	CINTAS CORPORATION	2 SUMMER JACKETS FOR CHRIS PARKER	\$103.86	\$546.10
	1/27/2022	121	1902657448		2 SAFETY JACKETS FOR JOHNNY POWELL	\$234.35	
	1/27/2022	141	1902694469		2 JACKETS FOR LIZ LEDOAN	\$207.89	
179769	1/27/2022		30461	JASMINE LEE	REFUND # 43289	\$500.00	\$500.00
179789	1/27/2022		30554	ROOTER HERO	REFUND # 43293	\$500.00	\$500.00
179808	1/27/2022		30545	JAIN YAO	REFUND # 43286	\$500.00	\$500.00
179809	2/3/2022		31581	AZZ BAY BUILDERS & PLUMBING	REFUND # 43309	\$500.00	\$500.00
179812	2/3/2022		30548	ALL STAR PLUMBING	REFUND # 43313	\$500.00	\$500.00
179819	2/3/2022		23020	KIRSTEN BRICE	REFUND # 43318	\$500.00	\$500.00

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179857	2/3/2022		30546	STAR ROOTER & PLUMBING INC	REFUND # 43310	\$500.00	\$500.00
179824	2/3/2022	123	57338	CLARK'S HOME AND GARDEN INC	7 TONS FILL SAND	\$480.66	\$480.66
179763	1/27/2022	170	9157210650	GRAINGER INC	1 SWITCH COVER	\$89.10	\$455.80
	1/27/2022	170	9158277849		1 FAN	\$111.27	
	1/27/2022		9155447882		ASTD PARTS & MATERIALS	\$74.33	
	1/27/2022		9157107435		ASTD PARTS & MATERIALS	\$181.10	
179806	1/27/2022		4313749	WESTERN ENERGY SYSTEMS	ASTD COGEN PARTS	\$453.53	\$453.53
179761	1/27/2022	143	107221185	EARTHCAM INC	PRIMARY DIGESTER NO. 7 - CAMERA	\$450.00	\$450.00
179710	1/20/2022	113	6762513	FISHER SCIENTIFIC	CREDIT: LAB SUPPLIES	\$-323.87	\$449.79
	1/20/2022	113	7552618		LAB SUPPLIES	\$453.40	
	1/20/2022	113	6916288		LAB SUPPLIES	\$320.26	
179749	1/27/2022	170	21912360	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$396.09	\$396.09
179727	1/20/2022	173	2021123105	AYHAN OZCAN	UPDATING VISUAL STUDIO	\$375.00	\$375.00
179777	1/27/2022	170	24129604	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$365.73	\$365.73
179835	2/3/2022	123	2322965	HANSON AGGREGATES INC	3.89 TONS 1/2 MAX HMA TYPE A-R	\$362.42	\$362.42
179732	1/20/2022	120	12312021	STATE BOARD OF EQUALIZATION	STORAGE TANK MAINT FEE 2021	\$362.36	\$362.36
179723	1/20/2022	122	71039754	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$23.92	\$360.72
	1/20/2022		71177736		ASTD PARTS & MATERIALS	\$336.80	
179754	1/27/2022	150	93330	CITYLEAF INC	PLANT MAINTENANCE - JAN 2022	\$344.43	\$344.43

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179707	1/20/2022	173	30583824	CORELOGIC INFORMATION SOLUTION	REALQUEST MIGRATION TRIAL	\$339.90	\$339.90
179722	1/20/2022	113	2112B38	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$339.00	\$339.00
179848	2/3/2022		171775	PREFERRED ALLIANCE INC	DEC 2021 SERVICE FEE	\$318.57	\$318.57
179720	1/20/2022	170	20220118	SCOTT MARTIN	EXP REIMB: SAFETY GLASSES	\$300.00	\$300.00
179856	2/3/2022	113	20220126	JOHN SEO	EXP REIMB: CWEA MEMBERSHIP RENEWAL	\$192.00	\$293.00
	2/3/2022	113	20220126.1		EXP REIMB: CWEA CERT RENEWAL	\$101.00	
179781	1/27/2022	132	2102333	OPTIMUM TECHNOLOGIES LLC	AT HOME EMPLOYEE PORTAL	\$286.00	\$286.00
179735	1/20/2022	141	431694	ULTRAEX LLC	COURIER SVCS: 5 BOARDMEMBER DELIVERY - 12/15/21	\$277.15	\$277.15
179713	1/20/2022	144	4095134103	GLACIER ICE COMPANY INC	120 7-LB BAGS OF ICE	\$239.29	\$239.29
179746	1/27/2022	120	16747860	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$110.45	\$237.26
	1/27/2022	120	16747861		ASTD OFFICE SUPPLIES	\$19.29	
	1/27/2022	170	16736540		ASTD OFFICE SUPPLIES	\$22.55	
	1/27/2022	143	16742130		1 INK CARTRIDGE	\$84.97	
179745	1/27/2022		28024	BAY AREA BARRICADE SERVICE INC	4 MARKING PAINT	\$236.12	\$236.12
179849	2/3/2022	173	20021540	PROGRESS SOFTWARE CORPORATION	WHATS UP GOLD CONSULTING	\$225.00	\$225.00
179793	1/27/2022		2064323002	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$218.53	\$218.53
179796	1/27/2022	141	20211230	SPOK INC	JAN 2022 PAGER SERVICE	\$169.73	\$169.73
179840	2/3/2022		5272328	MALLORY SAFETY AND SUPPLY LLC	ASTD CAL GAS	\$162.38	\$162.38
179719	1/20/2022		5262710	MALLORY SAFETY AND SUPPLY LLC	48 PR GLOVES	\$160.55	\$160.55

**UNION SANITARY DISTRICT
CHECK REGISTER
01/15/2022-02/04/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179817	2/3/2022	120	16777080	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$158.02	\$158.02
179721	1/20/2022	170	771030115	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - DEC 2021	\$153.62	\$153.62
179712	1/20/2022	173	20220118	MICHAEL GILL	EXP REIMB: ASTD COMPUTER EQUIPMENT	\$149.31	\$149.31
179827	2/3/2022	132	74048363	CONCENTRA MEDICAL CENTERS	2 DOT PHYSICALS	\$134.00	\$134.00
179801	1/27/2022	122	146955	TRI-SIGNAL INTEGRATION INC	FIRE PROTECTION SERVICE - MONTHLY CHARGE MONITORING AGREE	\$133.33	\$133.33
179742	1/27/2022	170	42867	ALLIED FLUID PRODUCTS CORP	ASTD PARTS & MATERIALS	\$126.32	\$126.32
179757	1/27/2022	132	73976580	CONCENTRA MEDICAL CENTERS	1 NEW HIRE PHYSICAL	\$120.00	\$120.00
179816	2/3/2022	170	476959	AUTO BODY TOOLMART	ASTD PARTS & MATERIALS	\$117.63	\$117.63
179706	1/20/2022	132	73916386	CONCENTRA MEDICAL CENTERS	1 NEW HIRE PHYSICAL	\$116.00	\$116.00
179851	2/3/2022		116196	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE FEB 2022	\$112.00	\$112.00
179805	1/27/2022		8807189306	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$111.46	\$111.46
179711	1/20/2022	110	20220113	MICHAEL FULKERSON	EXP REIMB: TPO 2ND QTR SAFETY RECOGITION	\$96.35	\$96.35
179748	1/27/2022	132	556204	STATE OF CALIFORNIA	3 NEW HIRE FINGERPRINTS	\$96.00	\$96.00
179853	2/3/2022	170	85340220220121	SAN FRANCISCO WATER DEPT	SERVICE 12/22/2021 - 01/20/22	\$91.45	\$91.45
179773	1/27/2022	170	70881516	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$76.12	\$76.12
179764	1/27/2022	110	2336478	HAYWARD WATER SYSTEM	WATER SERV 11/10/21 - 01/10/22	\$74.95	\$74.95
179823	2/3/2022	122	325610	CENTERVILLE LOCKSMITH	ASTD KEYS & TAGS	\$71.93	\$74.09
	2/3/2022	122	325854		1 KEY	\$2.16	
179863	2/3/2022	113	8807233570	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$73.12	\$73.12

**UNION SANITARY DISTRICT
CHECK REGISTER
01/15/2022-02/04/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
179820	2/3/2022	120	20220201	STUART BULLIS	EXP REIMB: DOT PHYSICAL	\$70.00	\$70.00
179861	2/3/2022	136	98XW53022	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 01/08/22	\$61.91	\$61.91
179825	2/3/2022	120	45860	CLASSIC GRAPHICS	5 MAGNETS	\$59.28	\$59.28
179736	1/20/2022	136	98XW53521	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 12/25/21	\$51.54	\$51.54
179692	1/20/2022	143	20220119	ALAMEDA COUNTY TREASURER	FILING FEE: PUMP STATIONS CHEMICAL SYSTEM IMPROVEMENTS	\$50.00	\$50.00
179716	1/20/2022	170	62600000244724	KELLY-MOORE PAINT COMPANY	ASTD PAINTING SUPPLIES	\$49.70	\$49.70
179860	2/3/2022	130	20211201	CITY OF UNION CITY	LANDSCAPE AND LIGHTING MAINTENANCE FEE	\$45.10	\$45.10
179802	1/27/2022	136	98XW53012	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 01/01/22	\$40.00	\$40.00
179795	1/27/2022	132	20220119	LUIS SEBASTIAN	REIMB LIVESCAN PRE-EMPLOYMENT	\$35.00	\$35.00
179865	2/3/2022		5384	ZELAYA DESIGNS	PUBLIC OUTREACH	\$34.50	\$34.50
179739	1/20/2022		9896236471	VERIZON WIRELESS	WIRELESS SERV 12/02/21-01/01/22	\$21.08	\$21.08

Invoices:

Credit Memos :	3	-255,181.63
\$0 - \$1,000 :	174	55,505.53
\$1,000 - \$10,000 :	77	287,573.12
\$10,000 - \$100,000 :	25	788,404.04
Over \$100,000 :	9	2,189,494.38
Total:	288	3,065,795.44

Checks:

\$0 - \$1,000 :	84	29,721.83
\$1,000 - \$10,000 :	57	164,856.10
\$10,000 - \$100,000 :	25	688,860.39
Over \$100,000 :	9	2,182,357.12
Total:	175	3,065,795.44



EPA Announces New WIFIA Loans Totaling \$688 Million, Highlights More than \$5 Billion in Water Infrastructure Investments Towards Building a Better America

January 19, 2022

Contact Information

EPA Press Office (press@epa.gov)

WASHINGTON (Jan. 19, 2022) – Today the U.S. Environmental Protection Agency (EPA) announced new Water Infrastructure Finance and Innovation Act (WIFIA) loans totaling \$688 million to help finance water infrastructure projects in Baltimore, Md.; Milwaukee, Wis.; and the San Francisco Bay area. In the first year of the Biden-Harris administration, EPA closed 29 WIFIA loans that are investing over \$5 billion in communities across the country to protect public health and the environment while creating over 36,000 jobs.

“In my first year as EPA Administrator, I have visited communities from coast to coast. I’ve seen aging infrastructure that communities count on for clean and safe water. I’ve seen the harm that is caused when water systems fail, and I’ve seen the revitalization that comes with new investment,” said **EPA Administrator Michael S.**

Regan. “Investing in water infrastructure strengthens the health of our communities while creating good paying jobs. This is a fundamental way that EPA is Building a Better America under President Biden’s leadership, and its why we’re so excited to put more than \$50 billion to work in water infrastructure through the Bipartisan Infrastructure Law.”

In a [speech to the U.S. Conference of Mayors on Wednesday morning](#), Administrator Regan announced new WIFIA loans that together will create more than 4,000 jobs, while emphasizing the promise of President Biden’s commitment to Building a Better America.

Baltimore, Md.

EPA’s WIFIA financing totaling \$396 million will help the City of Baltimore proactively implement projects to improve the reliability and resiliency of its water systems,

including by replacing water mains ahead of schedule. Through WIFIA, the city will save approximately \$100 million while project construction and operation are expected to create an estimated 2,700 jobs.

Union Sanitary District, Calif.

EPA's \$250 million WIFIA loan to Union Sanitary District in California will help fund upgrades to aging water infrastructure to improve wastewater treatment, reduce nutrient discharges to the San Francisco Bay, and increase resiliency to the impacts of climate change. Project construction and operation are expected to create 1,630 jobs.

Milwaukee, Wis.

EPA's \$42 million WIFIA loan will help the Milwaukee Metropolitan Sewerage District expand its stormwater management capacity and reduce flood risk in historically underserved communities. Project construction and operation are expected to create an estimated 130 jobs.

The public health, environmental, and economic benefits of these projects are illustrative of what many more communities will see under the [Bipartisan Infrastructure Law](#). EPA is receiving more than \$50 billion to improve our nation's drinking water, wastewater, and stormwater infrastructure – the single largest investment in water that the federal government has ever made. In 2022, EPA is providing \$7.4 billion through the law to the State Revolving Funds, with more to come in the next five years. In December, Administrator Regan [sent a letter](#) to Governors of every state and territory, calling for resources to be targeted to overburdened communities, to make rapid progress on lead-free water for all, and to tackle forever chemicals.

For more information about the WIFIA program, including more information on the loans announced today, visit: <https://www.epa.gov/wifia>.

For more information on EPA and the Bipartisan Infrastructure Law, visit: <https://www.epa.gov/infrastructure>.

Background

Established by the Water Infrastructure Finance and Innovation Act of 2014, the WIFIA program is a federal loan and guarantee program administered by EPA. WIFIA's aim is to accelerate investment in the nation's water infrastructure by providing long-term, low-cost supplemental credit assistance for regionally and nationally significant projects. The WIFIA program has an active pipeline of pending applications for projects that will result in billions of dollars in water infrastructure investment and thousands of jobs.

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ENR

Engineering News-Record

Infrastructure

Calif., Baltimore, Milwaukee Water Projects Win \$688M in EPA Loans

WIFIA funds support treatment and stormwater improvement projects



The EPA approved nearly \$400 million in WIFIA loans for several projects in Baltimore, including modernization of its wastewater treatment facilities.

Photo by Kristian Bjonard/Flickr

January 19, 2022

James Leggate

The U.S. Environmental Protection Agency is helping finance water infrastructure projects in Maryland, California and Wisconsin with \$688 million in low-interest loans, Administrator Michael Regan announced Jan. 19 at the U.S. Conference of Mayors winter meeting

Projects backed by the Water Infrastructure Finance and Innovation Act (WIFIA) loans will support more than 4,000 construction and operation jobs, he told attendees. and are the latest to be highlighted by the Biden administration as EPA and other federal agencies begin to roll out funds allocated through the recently enacted Infrastructure Investment and Jobs Act.

Projects in Baltimore will receive about \$396 million in WIFIA loans. The city plans to put a \$160.8-million loan toward \$389 million in wastewater treatment facility improvements to expand capacity and reliability. Another \$192.7-million loan will support a \$410.6-million project to replace aging water mains, and the remaining \$42.5 million will go toward a series of eight projects to increase the Baltimore City Dept. of Public Works' stormwater treatment capacity, helping to address flooding and improve water quality.

Using WIFIA loans on the projects will save Baltimore about \$100 million, according to EPA.

In Union City, Calif., a \$250-million WIFIA loan will help finance \$385 million in projects for the Union Sanitary District, including work to modernize its aging wastewater treatment plant and improve its system's resilience to extreme weather and climate change. The projects will also improve the quality of the San Francisco Bay by reducing nitrogen and ammonia discharged.

The Milwaukee Metropolitan Sewerage District is receiving a \$41.6-million WIFIA loan for its waterway flood management and restoration projects that specifically target historically disadvantaged communities. They include design and construction of a 31-million-gallon stormwater management facility, as well as construction of a flood storage basin, culverts and channels. Officials say this is the first of three WIFIA loans Milwaukee is pursuing.

Last year, EPA closed on 29 WIFIA loans totaling more than \$5 billion. The agency says it will support more water infrastructure projects this year. It is receiving about \$50 billion from the [infrastructure law](#), and officials say EPA will provide \$7.4 billion this year to State Revolving Funds for water infrastructure, and more over the next five years.

In a [letter](#) to governors in December, Regan encouraged state officials to seek EPA funding to assist disadvantaged communities, replace lead service lines and address contaminants such as perfluoroalkyl and polyfluoroalkyl substances.

"Nearly half of this funding is available as grants or fully forgivable loans—removing barriers to investing in essential water infrastructure in underserved communities, across rural America, and in suburban and urban centers," Regan said.

East Bay sewer district gets \$250 million federal loan for upgrades

Union Sanitary District is beginning its largest improvement project ever

By [JOSEPH GEHA](#) | jgeha@bayareanewsgroup.com | Bay Area News Group

PUBLISHED: January 20, 2022 at 12:27 p.m. | UPDATED: January 20, 2022 at 12:27 p.m.

UNION CITY — Union Sanitary District will receive a \$250 million infrastructure federal loan to upgrade its aging waste treatment facility.

The district provides sewer services to more than 350,000 people in Fremont, Newark and Union City.

The cash infusion will help support the district's roughly \$510 million plan to significantly upgrade its 33-acre wastewater treatment facility in Union City, the largest improvement project the district has ever undertaken, and which will take an estimated seven to 10 years to complete, officials said.

Aging equipment, including massive aeration tanks and clarifiers that treat wastewater in stages will be replaced, and new infrastructure will be installed to help the facility remove about half of all nitrogen in wastewater, as well as up to 90% of ammonia before it is pumped back into the bay, easing the district's impact on local waters.

"We are happy to support Union Sanitary District and their project, which will help protect our cherished San Francisco Bay," Martha Guzman, the Environmental Protection Agency's regional administrator for the Pacific Southwest, said in a statement.

Guzman announced the loan Wednesday in a press conference with local and state officials. The loan is overseen by the EPA and made possible by the Water Infrastructure Finance and Innovation Act of 2014.

Through the 2014 act, "we are improving California's water infrastructure to better deliver safe drinking water, protect our natural resources, and build stronger, more resilient local economies," Guzman said.

"We look forward to accelerating investments in water infrastructure under the bipartisan infrastructure law," she said.

Much of the major equipment at the district's main facility, located on the edge of the bay, is from the late 1970s and early 1980s, according to Paul Eldredge, the district's general manager.

"They're showing their age, and they're unable to keep up with the technologies and the treatments we're trying to accomplish," Eldredge said during the press conference.

Eldredge said the loan, which will have a low interest rate of roughly 1.8%, and a flexible payback deadline, will save the district and its customers about \$50 million over the life of the project.

The district's board of directors earlier this month approved awarding a \$120 million construction contract to W.M. Lyles Company of Fresno to build the first phase of the project, which will be focused on upgrading and adding aeration basins.

District staff said the bid from W.M. Lyles was the low bidder, but was still roughly 40%, or about \$34 million higher than the district engineer's estimate.

The loan from the federal government was originally set to be about \$190 million, according to district staff reports, but because of the much higher bids for the very first portion of the facility upgrade project, the district reapplied for a much higher amount of \$250 million.

Eldredge said the long timeline for the various projects, as well as a spike in materials costs, a tight labor market and supply chain constraints, seem to be the cause of the higher bids.

The overall project will also include building a new building that will house administration, operations, and maintenance divisions, according to the district.

Eldredge said those three functions are currently housed in three separate buildings, all of which either needed to be renovated or replaced. It is cheaper to put them all together in one building, which will also be better suited to withstand potential flooding from rising sea levels and will be more seismically sound.

Though the loan is estimated to save the district significant money over time, Eldredge said it would not prevent planned rate increases already approved. District directors agreed in May 2020 to raise rates for customers by about 45% over five years.

At the time, the district said more than half of that money would be needed for about \$644 million worth of infrastructure upgrades over the coming decade, including the wastewater facility project, as well as routine maintenance on nearly 840 miles of sewer lines and pump stations.

Eldredge said in an interview that the total cost is now closer to \$713 million, and that figure is expected to rise again by tens of millions of dollars if the cost of the next phase of construction of the wastewater project also is higher than estimated bids.

“The initiative that we’re talking about is really the culmination of efforts that began years ago, really in earnest in 2015. We’re pleased that we’re at this point and we’re able to proceed. It’s been a long road to get here,” Eldredge said.

“Obviously, we wish the economy was a little better,” he said. He said the district is happy to have received such “favorable financing” through the federal government, and hopes to find more low-interest financing “to further support the program, so that we can get these critical improvements built.”

City Council/Public Agency MEETINGS

Readers are advised to check websites for special meetings, cancellations, minutes, agendas and webcasts

CITY COUNCILS

- Fremont City Council
1st/2nd/3rd Tuesday @ 7 p.m.
City Hall, Bldg A
3300 Capitol Ave., Fremont
(510) 284-4000
www.fremont.gov

Hayward City Council
1st/3rd/4th Tuesday @ 7 p.m.
City Hall, second floor
777 B Street, Hayward
(510) 583-4000
www.ci.hayward.ca.us

Milpitas City Council
1st/3rd Tuesday @ 7 p.m.
455 East Calaveras Blvd., Milpitas
(408) 586-3001
www.ci.milpitas.ca.gov

Newark City Council
2nd/4th Thursday @ 7:00 p.m.
37101 Newark Blvd., Newark
(510) 578-4000
www.ci.newark.ca.us

San Leandro City Council
1st/3rd Monday @ 7 p.m.
835 East 14th St., San Leandro
(510) 577-3366
www.sanleandro.org

Union City City Council
2nd/4th Tuesday @ 7 p.m.
City Hall
34009 Alvarado-Niles Rd., Union City
(510) 471-3232
www.ci.union-city.ca.us
- WATER/SEWER**

Alameda County Water District
2nd Thursday @ 6:00 p.m.
43885 S. Grimmer Blvd., Fremont
(510) 668-4200
www.acwd.org

East Bay Municipal Utility District
2nd/4th Tuesday @ 1:15 p.m.
375 11th St., Oakland
(866) 403-2683
www.ebmud.com

Santa Clara Valley Water District
2nd/4th Tuesday @ 6:00 p.m.
5700 Almaden Expwy., San Jose
(408) 265-2607, ext. 2277
www.valleywater.org

Union Sanitary District
2nd/4th Monday @ 4:00 p.m.
5072 Benson Rd., Union City
(510) 477-7503
www.unionsanitary.com
- SCHOOL DISTRICTS**

Castro Valley Unified School Board
2nd/4th Thursday @ 7:00 p.m.
4400 Alma Ave., Castro Valley
(510) 537-3000
www.cv.k12.ca.us

Fremont Unified School Board
2nd/4th Wednesday @ 6:30 p.m.
4210 Technology Dr., Fremont
(510) 657-2350
www.fremont.k12.ca.us

Hayward Unified School Board
2nd/4th Wednesday @ 6:30 p.m.
24411 Amador Street, Hayward
(510) 784-2600
www.husd.k12.ca.us

Milpitas Unified School Board
2nd/4th Tuesday @ 7:00 p.m.
1331 E. Calaveras Blvd., Milpitas
www.musd.org
(406) 635-2600 ext. 6013

New Haven Unified School Board
1st/3rd Tuesday @ 6:30 p.m.
34200 Alvarado-Niles Rd., Union City
(510) 471-1100
www.nhusd.k12.ca.us

Newark Unified School District
1st/3rd Tuesday @ 7 p.m.
5715 Musick Ave., Newark
(510) 818-4103
www.newarkunified.org

San Leandro Unified School Board
1st/3rd Tuesday @ 6:30 p.m.
835 E. 14th St., San Leandro
(510) 667-3500
www.sanleandro.k12.ca.us

San Lorenzo Unified School Board
1st/3rd Tuesday @ 7:30 p.m.
15510 Usher St., San Lorenzo
(510) 317-4600
www.slzUSD.org

Sunol Glen Unified School Board
2nd Tuesday @ 5:30 p.m.
11601 Main Street, Sunol
(925) 862-2026
www.sunol.k12.ca.us

\$250 million loan to water infrastructure in Bay Area

SUBMITTED BY ENVIRONMENTAL PROTECTION AGENCY

At a virtual press conference Wednesday, January 19, the U.S. Environmental Protection Agency's (EPA's) Regional Administrator for the Pacific Southwest, Martha Guzman, announced a \$250 million Water Infrastructure Finance and Innovation Act (WIFIA) loan to the Union Sanitary District (USD), headquartered in Union City. EPA's WIFIA loan will help fund upgrades to the District's aging water infrastructure to provide better wastewater treatment, reduce nutrient discharges to the San Francisco Bay, and increase resiliency to impacts of climate change. In the first year of the Biden-Harris administration, EPA closed 29 WIFIA loans that are investing over \$5 billion in communities across the country to protect public health and the environment while creating over 36,000 jobs. "Through the WIFIA program, we are improving California's water infrastructure to better deliver safe drinking water, protect our natural resources, and build stronger, more

resilient local economies," said Martha Guzman. "We are happy to support Union Sanitary District and their project, which will help protect our cherished San Francisco Bay, and we look forward to accelerating investments in water infrastructure under the Bipartisan Infrastructure Law." Union Sanitary District operates a 33-acre wastewater treatment facility that serves over 357,000 customers in Fremont, Newark, and Union City. The District's Enhanced Treatment and Site Upgrade Phase 1 Projects will support implementation of the San Francisco Bay Nutrient Management Strategy by improving treatment quality for up to 33 million gallons of wastewater per day. The project will reduce 50 percent of the facility's nitrogen discharges and 90 percent of its ammonia discharges to the San Francisco Bay on an annual basis. In addition to improving water quality in the Bay, the projects are also designed to bolster the facility's resilience to wet weather events and the impacts of climate change. "This federal support is the financial cornerstone of USD's Enhanced Treatment and Site Upgrade (ETSU) Phase 1 program, a multi-year improvement project that provides significant engineering, operational and environmental benefits," said General Manager Paul Eldredge. "USD is proud to collaborate with the EPA to proactively improve water quality

in the San Francisco Bay through enhanced wastewater treatment processes and nutrient removal as we renew and replace aging infrastructure for the 21st century. The EPA's low-cost financing will help ensure modernized, reliable, cost-effective service to customers and will deliver benefits to the San Francisco Bay Area for many years to come." "I greatly appreciate our Board of Directors' foresight regarding the District's infrastructure planning as we carefully developed a long-term strategy to meet today's challenges while preparing for Fremont, Newark, and Union City's wastewater needs for the next 40 years," said Eldredge. "The Board's guidance and counsel are vital as we move forward with ETSU's essential projects." With EPA's WIFIA loan, the Union Sanitary District will save approximately \$50 million over the life of the project, which will support regional efforts to protect water quality in the San Francisco Bay. Project construction and operation are expected to create an estimated 1,630 jobs and construction is expected to be completed in 2028. "Federal support will help Union Sanitary improve water quality for thousands of Californians living in the Bay Area," Senator Alex Padilla said. "I have been proud to support this project, as it's a necessary investment in important regional infrastructure." "For decades, the

Union Sanitary District has provided first-rate wastewater collection, treatment, and disposal services throughout California's 15th Congressional District and the Eastern Bay," said Congressman Eric Swalwell. "I was proud to help support their application for a Water Infrastructure Finance and Innovation Act loan to support its Enhanced Treatment and Site Upgrade program that will upgrade and replace critical infrastructure, help manage the effects of a changing environment, and create jobs." President Biden's leadership and bipartisan Congressional action have delivered the single-largest investment in U.S. water infrastructure ever. The Bipartisan Infrastructure Law invests more than \$50 billion through EPA's highly successful water infrastructure programs. With this funding and EPA's WIFIA loans, states, Tribes, and localities have a once-in-a-lifetime opportunity to strengthen and rebuild America's water infrastructure. EPA will ensure that all communities get their fair share of this federal water infrastructure investment – especially disadvantaged communities. This funding will put Americans to work in good-paying jobs and support a thriving economy. For more information about the WIFIA program, visit: <https://www.epa.gov/wifia>. Learn more about EPA's Pacific Southwest Region.

San Leandro City Council

January 18, 2022

Recognitions:

- Mayor's Kindness Award to Jorge Monzon for helping to restore holiday cheer in the community by helping repair the Downtown San Leandro Benefit District's fiberglass nutcrackers after they were vandalized.
- Recognition of Susan Criswell, Recreation & Human Services Department, as Employee of the Quarter.
- Resolution appointing Moira Fry as District 1 Representative to the Human Services Commission for a term ending December 31, 2022. Motion unanimously adopted.
- City Manager Update:**
 - The city is in confidential negotiations with a property owner to find a potential site for a navigation center to serve homeless people.
 - Community input has been received on a police oversight ordinance proposal and discussions are underway with city labor groups. A public workshop to present feedback and get City Council direction for drafting an ordinance is planned for February 15.
 - Work continues on a mental health response team; city has been partnering with Alameda County Fire to create a new system and form of response for mental health and crisis issues in the community.
 - Work continues on details for the Steven Taylor Sanctity of Life Park. A contract for park design will be presented to the City Council for consideration on February 7.
- Public Comments:**
 - Public agencies post

information on social media, but do not dispel violent rhetoric sometimes posted by others.

- The city should deliver on the park project for Steven Taylor that was promised last spring.
- Concern about unhoused people in the community and efforts to help them.

Councilmember Announcements:

- Vice Mayor Ballew reminded the community the COVID-19 tests can be ordered online at www.covidtests.gov; USPS will deliver four tests free to each household.
- Councilmember Azevedo said a community cleanup is planned for 9 a.m. Saturday, January 22. Participants should meet at 3 Rings Wine & Spirits on Hesperian Boulevard.
- Simon said he is working with the Unity community group which is sponsoring a community forum to discuss possible tiny homes to house homeless people. The forum is set for March 19 at a yet-to-be-determined location.
- Councilmember Cox thanked the City Manager for the project updates and reiterated that the projects are not simple but are important and that they should be looked at thoroughly and not rushed.
- Councilmember Aguilar said he attended the January 12 meeting of the Board of Trustees of the Alameda County Mosquito Abatement District and shared updates.
- Councilmember Lopez said she spoke to the person from the Buy Nothing group that was assaulted and that the incident has been referred to the district attorney's office. She added that vigilantism is not OK in San Leandro and should not be condoned.
- Mayor Cutter emphasized that the navigation center project to serve the homeless is a priority

and is moving forward. She announced the city received an honorable mention at the U.S. Mayor's Conference for its Resilience Hubs Initiative.

Consent Calendar:

- Approve minutes of the January 4, 2022 regular City Council meeting.
- Approve minutes of the October 21, 2021 Disaster Council meeting.
- Approve a \$59,600 consulting services agreement with Freyer and Laureta, Inc. to design a sanitary sewer force main and valve vault covers; and to approve contract amendments up to 15% (or \$8,940) of the original contract amount.
- Accept work performed by Spencon Construction for curb ramp upgrades on 2021 project. Award an \$807,055 construction contract to Insituform Technologies, LLC for the Water Pollution Control Plant (WPCP) 36" secondary effluent line; and authorize the City Manager to negotiate and approve change orders up to 10% (or \$80,705) of the original contract amount. Also approve change orders up to a cumulative value not to Exceed 34% (or \$274,399) of the original contract amount.
- Approve the purchase of a multi-purpose sweeper from Municipal Maintenance Equipment for \$178,692.81 through Sourcewell, a cooperative contract purchasing agency.
- Approve the updated City of San Leandro sewer system management plan.
- Approve an animal shelter services agreement between the City of San Leandro and East Bay SPCA and increase general fund appropriations for an 18-month contract for the amount of \$435,000 to the police department.
- Execute a consultant services agreement with CSG

Consultants, Inc. for scoreboard design services in an amount not-to-exceed \$62,446.

- Execute a legal services agreement with Allen, Glaessner, Hazelwood, and Werth for legal representation associated with tort liability claims and litigation for an amount not to exceed \$250,000 and set to expire June 30, 2023; and approve change orders up to a cumulative value not to exceed 20% (\$50,000) of the original contract amount.
- Resolution finding that there is a proclaimed State of Emergency and urging that all city employees, contractors and sub- contractors receive an approved COVID-19 vaccination if they are able.
- Accept the comprehensive annual financial report for the Fiscal Year ended June 30, 2021.
- Approve the annual maintenance agreement with Tyler Technologies for Eden Financial System and Payment in the amount of \$72,180.94.
- Adopt a zoning code ordinance and miscellaneous coding amendments pertaining to multi-family and mixed-use residential development citywide.

Action Items:

- Approve the City Manager's reorganization plan and budget adjustments for Fiscal Years 2021-2022 and 2022-2023. Motion unanimously adopted.
- Adopt an ordinance prohibiting the sale of menthol cigarettes in San Leandro, effective January 1, 2023. Motion unanimously adopted.

Mayor Pauline Russo	Cutter	Aye
Vice Mayor Pete Ballew		Aye
Victor Aguilar		Aye
Bryan Azevedo		Aye
Fred Simon		Aye
Deborah Cox		Aye
Corina Lopez		Aye

Rotary Days of Service - Blood Saves Lives!

SUBMITTED BY MARGUERITE PADOVANI

Rotary District 5170, comprised of 61 community clubs, is collaborating with American Red Cross "Give Blood Drive" together with students representing Rotaract and Interact. "Rotarians strive to help, support and partner with many organizations and the American Red Cross is one of them," said Richard Flanders, District Governor, Rotary District 5170. "Give something that means something and help save lives – that is a strong

message and we as Rotarians underscore the American Red Cross mission to do just that," he added.

How you can donate:
Visit: <https://www.redcrossblood.org/>
Download the Blood Donor App link:
<https://www.redcrossblood.org/blood-donor-app.html>
Select a date, time and location that works in your schedule.

For more information on Rotary District 5170, visit: www.rotarydistrict5170.org.