



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

**Monday, April 11, 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 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: 899 7156 6713 #

Participant ID: #

Click the Zoom link below to watch and listen:

<https://us02web.zoom.us/j/89971566713>

	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 March 28, 2022.
Motion	5.	Approve Minutes of the Union Sanitary District Special Board Meeting of March 31, 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.	Boardmember Compensation for Fiscal Year 2023 <i>(to be reviewed by the Budget & Finance Committee).</i>
Motion	9.	Approve Coach, Research & Support/Principal Engineer Job Description and Salary Range <i>(to be reviewed by the Personnel Committee).</i>
Motion	10.	Consider a Resolution for the Execution and Delivery of an Installment Sale Agreement Between the District and the State Water Resources Control Board Relating to the Standby Power Generation System Upgrade Project and Approving Other Matters in Connection Therewith <i>(to be reviewed by the Engineering and Information Technology Committee).</i>
Motion	11.	Award the Construction Contract for the Force Main Corrosion Repairs Project – Phase 3 to Power Engineering Construction Co. <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.
Direction	13.	Fall 2022 Newsletter <i>(to be reviewed by the Legal/Community Affairs Committee).</i>
Information	14.	Earth Day 2022 <i>(to be reviewed by the Legal/Community Affairs Committee).</i>
Information	15.	Report on the East Bay Dischargers Authority Meeting of March 17, 2022.
Information	16.	COVID-19 Update.
Information	17.	Check Register.

- Information
18. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Personnel Committee – Wednesday, April 6, 2022, at 10:00 a.m.
 - Director Kite and Director Toy
 - b. Budget & Finance Committee – Wednesday, April 6, 2022, at 10:30 a.m.
 - Director Lathi and Director Toy
 - c. Engineering and Information Technology Committee – Friday, April 8, 2022, at 10:00 a.m.
 - Director Kite and Director Fernandez
 - d. Legal/Community Affairs Committee – Friday, April 8, 2022, at 11:00 a.m.
 - Director Lathi and Director Handley
 - e. Legislative Committee – will not meet.
-
- Information
19. General Manager’s Report. *(Information on recent issues of interest to the Board).*
-
20. 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.
-
21. Adjournment – The Board will adjourn to the next Regular Board Meeting to be held in the Boardroom on Monday, April 25, 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.



PERSONNEL COMMITTEE MEETING

Committee Members: Director Kite and Director Toy

AGENDA

Wednesday, April 6, 2022

10:00 A.M.

Alvarado Conference Room

5072 Benson Road

Union City, CA 94587

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

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 April 11, 2022:

- Approve Coach, Research & Support/Principal Engineer Job Description and Salary Range

5. Adjournment

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

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



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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA
Wednesday, April 6, 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

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 April 11, 2022:

- Boardmember Compensation for Fiscal Year 2023

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, April 8, 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 April 11, 2022:

- Consider a Resolution for the Execution and Delivery of an Installment Sale Agreement Between the District and the State Water Resources Control Board Relating to the Standby Power Generation System Upgrade Project and Approving Other Matters in Connection Therewith
 - Award the Construction Contract for the Force Main Corrosion Repairs Project – Phase 3 to Power Engineering Construction Co.
-

5. Adjournment

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

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



**LEGAL/COMMUNITY AFFAIRS
COMMITTEE MEETING**

Committee Members: Director Handley and Director Lathi

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA

Friday, April 8, 2022

11:00 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 April 11, 2022:

- Fall 2022 Newsletter
 - Earth Day 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.

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING
AUTHORITY
March 28, 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 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 Rodriguez, Collection Services Manager
Raymond Chau, Interim Technical Services Manager
Gene Boucher, Human Resources Manager
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Chris Pachmayer, Fabrication, Maintenance, and Construction Coach
Marcus Lee, Treatment and Disposal Services Coach
Michael Dunning, Environmental Compliance Team Coach
Allan Briggs, Interim Capital Improvements Projects Team Coach
Michelle Powell, Communications and Intergovernmental Relations Coordinator
May Bautista, Administrative Specialist
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF MARCH 14, 2022

It was moved by Secretary Fernandez, seconded by Director Toy, to Approve the Minutes of the Board Meeting of March 14, 2022. Motion carried with the following vote:

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

FEBRUARY 2022 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.

CONSIDER A RESOLUTION TO ACCEPT A SANITARY SEWER EASEMENT FOR TRACT 8078 – MISSION VILLAS, LOCATED AT 38569 MISSION BOULEVARD, IN THE CITY OF FREMONT

This item was reviewed by the Legal/Community Affairs Committee. Interim Technical Services Manager Chau stated Nuvera Homes will construct a residential development at 38569 Mission Boulevard, in the City of Fremont. Sanitary sewer service for the residential development will be provided by new sewer mains in the development's roadways. The roadway within Tract 8078 does not meet the City of Fremont's requirements for public streets and has been designated as private. Nuvera Homes constructed the new sewer mains within the private roadway and granted the District a sanitary sewer easement providing for access and maintenance of the new sewer mains. Staff recommended the Board consider a resolution to accept a sanitary sewer easement for Tract 8078 – Mission Villas, located at 38569 Mission Boulevard, in the City of Fremont.

It was moved by Director Handley, seconded by Director Toy, to Adopt Resolution No. 2959 Accepting a Sanitary Sewer Easement for Tract 8078 – Mission Villas, Located at 38569 Mission Boulevard, in the City of Fremont, California. Motion carried with the following vote:

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

AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT AND TASK ORDER NO. 1 WITH BLACK & VEATCH FOR THE ENERGY RESILIENCY STUDY

This item was reviewed by the Engineering and Information Technology Committee. Interim Technical Services Manager Chau stated the Energy Resiliency Study will evaluate and assess energy opportunities and systems. The purpose of Task Order No. 1 is to authorize Black and Veatch to evaluate currently available technologies that could be implemented to reduce energy costs, maximize energy production, and reduce overall dependence on outside energy sources at District facilities. The evaluation will also include three facilities operated by the East Bay Dischargers Authority (EBDA): Oro Lomo Effluent Pump Station, Marina Dechlorination Facility, and Hayward Effluent Pump Station. USD agreed to include EBDA facilities at EBDA's request. Costs for evaluation of solar and battery technologies at EBDA facilities will be tracked separately and the District will submit to EBDA for reimbursement of actual costs. Staff anticipates Black and Veatch will complete the Study by December 2022. Staff recommended the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Black and Veatch in the amount of \$255,640 for the Energy Resiliency Study.

It was moved by Director Toy, seconded by Director Handley, to Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Black and Veatch in the Amount of \$255,640 for the Energy Resiliency Study. 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 AMENDMENT NO. 1 TO TASK ORDER NO. 1 WITH CAROLLO ENGINEERS, INC. FOR THE EMERGENCY OUTFALL IMPROVEMENTS PROJECT, CATHODIC PROTECTION SYSTEM IMPROVEMENTS PROJECT, AND FY 21 GRAVITY SEWER REHABILITATION/REPLACEMENT PROJECT (PHASE VII)

This item was reviewed by the Engineering and Information Technology Committee. Interim Technical Services Manager Chau stated the purpose of the amendment is to authorize additional construction management and inspection services for the Outfall Project, Cathodic Project, and Gravity Sewer Rehabilitation/Replacement Project – Phase VII. The scope of services and fees were summarized in the Board meeting packet. The Outfall Project was originally scheduled to be completed in January of 2022. During Construction of the Outfall Project, it was discovered the portion of the existing outfall pipeline under the Alameda County Flood Control & Water Conservation District's levee road was constructed of corrugated metal pipe. The Board previously authorized Change Order No. 2 with Garney Pacific, Inc. to remove or abandon the corrugated metal pipe, install new pipe under the levee road, and connect to the outfall pipeline located on District property. Garney substantially completed the project on January 28, 2022. Carollo's construction management and inspection services extended into February 2022 to oversee the remaining field and administrative scope of work for the three projects. Staff recommended the Board authorize the General Manager to execute Amendment No. 1 to Task Order No. 1 with Carollo Engineers, Inc. in the amount of \$49,499 to provide

additional construction management services for the Emergency Outfall Improvements Project, Cathodic Protection System Improvements Project, and FY21 Gravity Sewer Rehabilitation/Replacement Project – Phase VII.

It was moved by Secretary Fernandez, seconded by Vice President Lathi, to Authorize the General Manager to Execute Amendment No. 1 to Task Order No. 1 with Carollo Engineers, Inc. in the Amount of \$49,499 to Provide Additional Construction Management Services for the Emergency Outfall Improvements Project, Cathodic Protection System Improvements Project, and FY21 Gravity Sewer Rehabilitation/Replacement Project – Phase VII. Motion carried with the following vote:

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

REVIEW AND CONSIDER APPROVAL OF POLICY NO. 2030, INVESTMENT POLICY

This item was reviewed by the Budget & Finance Committee. CFO/Business Services Manager Carlson stated staff and PFM Asset Management, LLC collaborated to update the Investment Policy to accurately reflect current government code. Pursuant to Board direction received at the meeting held March 14, 2022, staff added language to the Policy to state that, with the exception of investment in United States Treasury Obligations, no single investment category shall constitute more than 70% of the District's overall portfolio without prior Board approval. Staff recommended the Board review and consider approval of the District's Investment Policy (No. 2030) and renew delegation of authority of Treasurer to the Business Services Manager for a one-year period, per California Government Code Section 53607 as Amended by Statutes 1996, Chapter 749, Section 6.

It was moved by Director Toy, seconded by Vice President Lathi, to Approve Investment Policy No. 2030 and Renew Delegation of Authority of Treasurer to the Business Services Manager for a One-year Period per California Government Code Section 53607 as Amended by Statutes 1996, Chapter 749, Section 6. 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 provided an update on the status of the COVID-19 Emergency Order and will forward additional information to the Board as it becomes available. Staff presented options regarding virtual Board and committee meetings for the Board's consideration. Staff recommended the Board adopt a resolution authorizing the use of teleconference meetings in compliance with AB 361.

The Board directed staff to continue to follow AB 361 to conduct virtual Board and committee meetings.

It was moved by Director Handley, seconded by Secretary Fernandez, to Adopt Resolution No. 2960 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

PROVIDE DIRECTION REGARDING DISTRICT REBRANDING INITIATIVE

Executive Assistant to the General Manager/Board Clerk McEvoy stated the Board previously expressed a preference to begin the name change process in late Summer of 2022. The purpose of the direction item was to provide the Board an opportunity to reaffirm previous direction or consider moving forward with the Rebranding Initiative at an earlier date. Staff recommended the Board provide direction regarding the timeline for the District Rebranding Initiative.

Staff directed staff to prepare and present a resolution at a future meeting to proceed with the District Rebranding Initiative.

INFORMATION ITEMS:

Publication of Allogene Therapeutics, Inc. as Significant Violator in 2021

Environmental Compliance Coach Dunning stated the District is required to publish the names of all dischargers to the District's wastewater treatment plant that were in Significant Noncompliance with Environmental Protection Agency Pretreatment Regulations and/or the District's Sewer Ordinance No. 36.04 any time during the 2021 calendar year. Allogene Therapeutics, Inc. had a significant violation during calendar year 2021 and was issued a Notice of Violation N21-009 along with an administrative penalty, which has been paid. A copy of the publication that will appear in the The Argus and Tri-City Voice newspapers was 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, Legal/Community Affairs, and Engineering and Information Technology Committees met.

GENERAL MANAGER'S REPORT:

- Staff will present an item for the Board to consider rotation of officers at the May 9, 2022, Board meeting.
- Staff will reach out to the Board to schedule a Board workshop in April and another in May.
- The District has welcomed 15 new staff members since the onset of the COVID pandemic.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 5:06 p.m. to a Board Closed Session to be held virtually on Thursday, March 31, 2022, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 11th day of April 2022

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
March 31, 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
Mark Carlson, Business Services Manager/CFO
Gene Boucher, Human Resources Manager
Karen Murphy, District Counsel

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

The Union Sanitary District Board of Directors adjourned to closed session for the following:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of case: Workers' Compensation Appeals Board Case Number ADJ15237904

There was no reportable action.

ADJOURNMENT:

The special meeting was adjourned at approximately 4:25 p.m. to the next Regular Board Meeting to be held Monday, April 11, 2022, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 11th day of April, 2022

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**APRIL 11, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 8**

TITLE: **Board Member Compensation for Fiscal Year 2022/2023 (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, Business Services Workgroup Manager
Gene Boucher, Human Resources Manager

Recommendation

The Budget & Finance Committee will present their recommendation to the Board.

Discussion

Annually, the Board reviews their compensation and votes on whether to increase their compensation per meeting.

Background

California Health and Safety Code section 6489 allows for an increase in Board Member compensation of up to 5% per year. In 2000, the Board adopted Ordinance #44 stating that on January 1 of each year, Board Member compensation shall be increased by the amount of increase of the classified employees' wages for the year. The Ordinance also provided for the Board to review the compensation increase prior to it going into effect on January 1.

In March of 2018, the Board reviewed and revised Ordinance #44 and Board Policy 3040 to modify the effective date of any increase in Board Member compensation from January 1 of each year to July 1 (or at a later date as may be stipulated by the Board) to better correspond with the District's fiscal year budget cycle. The policy also provides that Board Member compensation will be reviewed annually and stipulates that "for purposes of scheduling, review

of the Director Compensation shall be conducted at a regularly scheduled Board meeting in April or May, so any changes can be included in the annual operating budget”.

The classified employee contract provided for a cost-of-living increase in 2022 of 4.2% to the base salaries. Classified staffs cost of living adjustments are set to the Bay Area Consumer Price Index (CPI) from December to December each year with a floor of 3.25% and a ceiling of 4.5%. CPI increased by approximately 4.2% from December 2020 to December 2021.

A Board compensation survey was completed by District Staff in March 2022 and is attached to this staff report for reference. Also attached is Ordinance #44.01, Policy 3040, and a summary of Board actions on this matter since 2000.

Previous Board Action

April 12, 2021 - Board voted unanimously to not increase Board member compensation for the 2021/2022 Fiscal Year.

Attachments:

History of Board Compensation Since 2000
Board Compensation Survey
Policy 3040, Board Member Compensation
Ordinance 44.01

History of Board Member Compensation 2000 – Present

Calendar Year or Fiscal Year	Board Meeting Compensation (per day of service, maximum 6/month)	Notes/Background
2000	\$100	Per State Law, Health and Safety Code 4933, 6489
2001	\$198 See Note 1 for calculation.	Per amended Health and Safety Code with Reference to Water Code, USD passed Ordinance 44 (4-1 vote on 10/23/2000) establishing new baseline of \$198/day of service using allowable escalator from Water Code. Established annual increase equal to classified employee increase per USD/Union employee contract, with provision for Board to discuss annually.
2002	\$205.92	Increase per Ordinance 44 based on 4% increase for classified employees in 2001. No action taken by Board of Directors.
2003	\$212.10	Increase per Ordinance 44 based on 3% increase for classified employees in 2002. Board agreed to take no action on Ordinance 44 (11/11/2002)
2004	\$212.10	Board voted 5-0 not to increase compensation for 2004. (11/24/2003)
2005	\$212.10	Board voted 5-0 not to increase compensation for 2005. (11/22/2004)
2006	\$212.10	Board agreed by consensus not to increase compensation for 2006. (1/9/2006)
2007	\$212.10	Board agreed by consensus not to increase compensation for 2007. (12/11/2006)
2008	\$212.10	Board agreed by consensus not to increase compensation for 2008. (12/10/2007)

Note 1: H&S and Water Codes established a method for calculating new baseline as a maximum of 5% per year since the last adjustment. The \$100 per meeting was established in 1986. Ordinance 44 was adopted in 2000. The time period for adjustment was 1986-2000, or 14 years. The new meeting fee was calculated as $\$100 \times 1.05^{14} = \198.00 .

Note 2: Changes to Policy 3040, Boardmember Compensation Limits, and Ordinance 44.01 were adopted by the Board March 23, 2018, to reflect the Board will review their own compensation annually at a regularly scheduled Board meeting in April or May, and any changes to Board compensation will be effective at the beginning of the fiscal year, or at a later date as may be stipulated by the Board.

Calendar Year or Fiscal Year	Board Meeting Compensation (per day of service, maximum 6/month)	Notes/Background
2009	\$212.10	Board voted unanimously not to increase compensation for 2009. (11/24/08)
2010	\$212.10	Board voted unanimously not to increase compensation for 2010. (11/23/2009)
2011	\$212.10	Board voted unanimously not to increase compensation for 2011. (11/22/2010)
2012	\$212.10	Board voted unanimously not to increase compensation for 2012. (11/27/2011)
2013	\$212.10	Board voted unanimously not to increase compensation for 2013. (11/26/2012)
2014	\$212.10	Board voted unanimously not to increase compensation for 2014. (11/23/2013)
2015	\$212.10	Board voted unanimously not to increase compensation for 2015. (11/10/2014)
2016	\$212.10	Board voted unanimously not to increase compensation for 2016. (12/14/2015)
2017	\$212.10	Board voted unanimously not to increase compensation for 2017. (11/14/2016)
2018	\$212.10	Board voted unanimously not to increase compensation for FY 2018/2019. (3/23/2018) See Note 2 for edits to Policy 3040 and Ordinance 44.01
2019	\$212.10	Board voted unanimously not to increase compensation for FY 2019/2020. (6/3/2019)
2020	\$212.10	Board voted unanimously not to increase compensation for FY 2020/2021. (4/13/2020)

Note 1: H&S and Water Codes established a method for calculating new baseline as a maximum of 5% per year since the last adjustment. The \$100 per meeting was established in 1986. Ordinance 44 was adopted in 2000. The time period for adjustment was 1986-2000, or 14 years. The new meeting fee was calculated as $\$100 \times 1.05^{14} = \198.00 .

Note 2: Changes to Policy 3040, Boardmember Compensation Limits, and Ordinance 44.01 were adopted by the Board March 23, 2018, to reflect the Board will review their own compensation annually at a regularly scheduled Board meeting in April or May, and any changes to Board compensation will be effective at the beginning of the fiscal year, or at a later date as may be stipulated by the Board.

2021	\$212.10	Board voted unanimously not to increase compensation for FY 2021/2022. (4/12/2021)

Note 1: H&S and Water Codes established a method for calculating new baseline as a maximum of 5% per year since the last adjustment. The \$100 per meeting was established in 1986. Ordinance 44 was adopted in 2000. The time period for adjustment was 1986-2000, or 14 years. The new meeting fee was calculated as $\$100 \times 1.05^{14} = \198.00 .

Note 2: Changes to Policy 3040, Boardmember Compensation Limits, and Ordinance 44.01 were adopted by the Board March 23, 2018, to reflect the Board will review their own compensation annually at a regularly scheduled Board meeting in April or May, and any changes to Board compensation will be effective at the beginning of the fiscal year, or at a later date as may be stipulated by the Board.

USD Survey of District Board Members Compensation and Benefits, March 2022

Agency	Stipend/Max. Compensable Mtgs		Medical Board Member/ Spouse/Family	Dental Board Member/ Spouse/Family	Life Insurance Board Member/Spouse	Pension	Deferred Comp	Car / Mileage	Cell Phone	Computers /iPads	Agency Provides Primary Benefits or Compensation	Notes
Union Sanitary District	\$212.10 per meeting/ max of one meeting per day and six meetings per month.	\$212.10	District pays up to \$1,212.07 per month for Board Member only; \$2,386.00 per month for Board Member +1; \$2,934.13 per month for Family for medical, dental, vision; allocated as follows: 100% dental, 100% vision, and balance to medical plans		District pays for coverage of \$10,000 for Board Member; \$5,000 for spouse and dependents	No	\$50/month	Mileage reimbursement for travel related to trainings / conferences	No	District provides iPads to directors	Yes, but one member serves on EBDA and is compensated by the EBDA Commission for meetings attended.	Updated 3.2022
Castro Valley Sanitary District	\$230 per meeting/ 6 meetings per month	\$230.00	Active Members of the Board of Directors may participate in the health benefits plan provided by the District as a non-PERS member through the CalPERS System, and/or Dental plan provided member pays 100% of premium cost less the amount listed in Section 4035.5 in Senate Bill 1464, Chapter 896, Chapter Date September 26, 2002.	Board member pays entire cost	No	No	No District contribution	No	No	District provides five Board Members with tablets	No	Updated
Central San	\$185 per meeting / 6 meetings per month (max \$1,110 per month)	\$185.00	Central San pays premium for up to family coverage for CalPERS core plans. Kaiser or Health New Smartcare. Maximum District contribution of \$2997.80	Central San pays premium for up to family coverage for Delta Dental PPO (maximum premium - \$195.10/month)	Central San pays premium for \$50,000/\$1,500 policy	No	No Central San contribution	As of 3/17/16, eligible for mileage reimbursement ONLY as related to conferences	No	Central San provides iPads for Directors	Yes	Updated

USD Survey of District Board Members Compensation and Benefits, March 2022

Agency	Stipend/Max. Compensable Mtgs		Medical Board Member/ Spouse/Family	Dental Board Member/ Spouse/Family	Life Insurance Board Member/Spouse	Pension	Deferred Comp	Car / Mileage	Cell Phone	Computers /iPads	Agency Provides Primary Benefits or Compensation	Notes
Contra Costa Water District	\$100 per meeting / 10 meetings per month (one meeting fee maximum paid per day)	\$100.00	District pays premium up to the Kaiser family coverage for CalPERS Kaiser, Health Net SmartCare or PERS Choice.	District pays premium for Delta Dental for family	District pays for \$10,000 policy	Yes	No District contribution	Yes	No	CCWD provides iPads for Directors	Yes	Updated
Delta Diablo	\$170 per meeting/ Approx. 20 meetings per year (One Board meeting per month plus approx. 8 Committee meetings per year.)	\$170.00	District pays premium for CalPERS Medical (HMO or PPO) up to the greater of either the Blue Shield or Kaiser HMO family rate	District pays premium for up to family coverage; Self-insured Plan	District pays premium for \$125,000/ \$2,000 policy	No	No District contribution		No	No	Yes. By Administrative Policy 4030, Board Members cannot collect benefits from another public agency, and do not. All Board Members elect to receive coverage only from the District.	No changes
Dublin San Ramon Services District	\$195 per day for each day of service to the District, up to a maximum of 10 days per month	\$195.00	District pays for premium up to \$797 (Board Member only), \$1,594 (Member + 1 Dependent), \$2,072-(Member + 2 Dependents); rates set by resolution annually	District pays premium for up to Board Member and eligible dependents	District pays for up to \$50,000 basic life insurance	No – Board members Directors are not eligible to participate in the District's CalPERS retirement program, or retiree benefits, unless they were first elected or appointed to the Board prior to July 1, 1994, in accordance with California Government Code Section 20322 (c).	The District matches Board Member contributions to 457 Plan by 25%, up to \$10 per calendar month - provided that a director voluntarily contributes at least \$20 per month, the District matches that contribution up to \$10 per month or 25% of the monthly contribution, whichever is less.	Travel to and from a destination using private automobiles is allowable at the IRS mileage rate. This applies so long as the amount so calculated does not exceed the cost of pre-purchased round-trip coach class airfare plus ground transportation that would be incurred for the same trip.	No	Yes	Yes	No changes

USD Survey of District Board Members Compensation and Benefits, March 2022

Agency	Stipend/Max. Compensable Mtgs		Medical Board Member/ Spouse/Family	Dental Board Member/ Spouse/Family	Life Insurance Board Member/Spouse	Pension	Deferred Comp	Car / Mileage	Cell Phone	Computers /iPads	Agency Provides Primary Benefits or Compensation	Notes
East Bay Municipal Utility District	\$1,367 per month (effective February 1, 2020). Max. number of compensable meetings may vary but could be up to 11 per month based on committee or JPA assignments.	\$341.75	<ul style="list-style-type: none"> District pays for premium for up to Kaiser Family District pays full premium for Director only for: Sutter Health Plus HMO or HDHP Blue Cross PBC or CDHP Requires 15% premium contribution for double and family coverage Directors also receive \$915 annually for deposit into a flexible spending account 	District pays full premium for Director and eligible dependents	District pays full premium for Director and eligible dependents	Directors contribute 8.75% of their salary on a pre-tax basis and the District contributes 37.86% (as of January 2020). Directors are eligible to retire at age 54 with minimum of five years of service.	No District contribution	No – car. Yes - mileage	Yes	District provides iPads for Directors as requested (currently 4) District provides laptops for Directors as requested (currently 5) Use of personal iPad, if requested Director will receive \$50 per month stipend	Yes	Updated. Per website, BOD meets twice a month for regular Board meetings.
Fairfield-Suisun Sewer District	\$159.03 per meeting/ typically 2 meetings per month max, 6 meetings per month max during CASA conferences. Can be increased any year by Board action.	\$159.03	District pays health expense reimbursement of \$7,235.00 per calendar year (increased every January by CPI-W for SF-Oakland Metropolitan area 12 months ending in October of each year)	District pay for director and eligible dependents	No	No	No District contribution	Pay mileage and parking when attending conferences for District business	No	Yes, if participating in the paperless agenda and request a loaner iPad	No. The City provides primary benefits as the Board Members serve as the City Council.	Updated
Inland Empire Utilities Agency	\$260.00 per meeting/ 10 meetings per month	\$260.00	Agency pays highest premium amount for Medical, Delta Dental PPO and Vision	Agency pays highest premium amount for Medical, Delta Dental PPO and Vision	Agency pays premium for \$40,000 policy for Member only	No	Not eligible to contribute	Yes, mileage	Yes	Yes	Yes	Updated

USD Survey of District Board Members Compensation and Benefits, March 2022

Agency	Stipend/Max. Compensable Mtgs		Medical Board Member/ Spouse/Family	Dental Board Member/ Spouse/Family	Life Insurance Board Member/Spouse	Pension	Deferred Comp	Car / Mileage	Cell Phone	Computers /iPads	Agency Provides Primary Benefits or Compensation	Notes
Ironhouse Sanitary District	\$170 per meeting/ 6 meetings per month	\$170.00	Existing Board Members are frozen at 2012 rate of District paid premium for up to Kaiser Family; Board Member is responsible for any increase above that rate going forward for medical, dental and vision. New Board Members are covered for self only at Kaiser rate. Any increase above the rate of medical coverage, dental or vision during the first year of service or family coverage shall be paid by the Director.		No	No	Optional, if chosen to enroll, cost to District \$10/mo.	Pay mileage and parking when attending conferences for District business	No	Yes, laptops but will be providing tablets shortly	Yes	No changes
Mt. View Sanitary District	\$243.00 per meeting/ 6 meetings per month.	\$243.00	District pays up to \$1,281.21 for Board Member and family. Coverage is through PERS. (PERS requires participation in a District-sponsored retirement plan. See Deferred Comp)	No	No	No	No District contribution		No	No	Yes	Updated 3.22
Napa Sanitation District	\$240 per meeting/ 6 meetings per month	\$240.00	No	No	District pays premium for \$28,000 policy	No	No District contribution	Reimburse mileage for conferences and trainings	N/A	\$20 allowance for iPad fees	No. Two Members serve on the City Council, and one serves on the Board of Supervisors. Those entities provide primary benefits.	Updated

USD Survey of District Board Members Compensation and Benefits, March 2022

Agency	Stipend/Max. Compensable Mtgs		Medical Board Member/ Spouse/Family	Dental Board Member/ Spouse/Family	Life Insurance Board Member/Spouse	Pension	Deferred Comp	Car / Mileage	Cell Phone	Computers /iPads	Agency Provides Primary Benefits or Compensation	Notes
Oro Loma Sanitary District	\$260 per meeting/ 6 meetings per month	\$260.00	District pays premium for up to two-party highest CalPERS plan for 2021 - \$2615.72.	District pays premium for up to family coverage - Delta Dental (\$138.17/mo.)	No	No	6.32% of salary - District contribution	Mileage reimbursed per IRS rate	No, but reimbursement up to \$40/mo.	Yes, if requested by Board Member; value not to exceed \$800.	Yes, but one Member serves on East Bay Dischargers Authority (EBDA), and another serves on the Alameda County Waste Management Authority (Stop Waste Board).	Updated
Vallejo Flood and Wastewater District	City Appointees (7) \$100 per month (regardless of number of meetings held or attended) – County Appointee (1) \$100 per meeting attended max of 3 per month	\$100.00	Employee eligible for up to \$1057.73 per /month (½ of the applicable Kaiser rate, this amount varies annually) in lieu of District paid medical insurance if employee has proof of other medical insurance for employee and eligible dependents.	Delta Dental Plan of California Group 2052-0001, \$2,000 annual max per family member. Orthodontic benefits for adults and dependent children \$3,000 lifetime max per family member	Sun Life Insurance Co. \$75,000 Life/\$75,000 AD&D	CalPERS 2.7% @ age 55	No District contribution	Mileage reimbursement for travel related to trainings / conferences	Yes	Yes	No. 7 members serve on the City Council and 1 serves as a County Supervisor, whose entities provide primary benefits.	No changes. Board is not eligible for any benefits. Board meets once per month.
West County Wastewater District	Up to \$265.35 per meeting/ 6 meetings per month	\$265.35	District pays flat rate of up to \$2228.36/month for family medical; dental premium is shared 90% District/10% director.		District pays premium for \$85,000 policy for Board Member only. (Age reduction schedule applies.)	No	No District contribution	Mileage reimbursed per IRS rate	Yes	District provides tablets to directors	Yes	Updated

Union San		\$ 212.10
High		\$ 341.75
Median		\$ 212.50
Low		\$ 100.00
Average		\$ 208.75

Union Sanitary District
Policy and Procedure Manual

Effective: 4/17/18	Boardmember Compensation Limits	Policy Number 3040 Page 1 of 2
--------------------	--	-----------------------------------

Policy

Boardmembers will be compensated in accordance with Union Sanitary District Ordinance No. 44 as adopted October 23, 2000, and amended on March 26, 2018. Compensation is based upon Section 6489 of the Health and Safety Code of the State of California, effective January 1, 1987, as amended in 2000.

Purpose

To publicly state the amount of compensation received for meeting attendance by Boardmembers and to provide for future changes in compensation limits.

Definitions

Allowable meetings Defined in the "Boardmember Meetings Compensated" Policy No. 3050.1

Procedure

In accordance with Union Sanitary District Ordinance 44, as may be amended, beginning January 1, 2003, the basis for compensation will be \$212.10 for each day of service, up to six days per month maximum.

The Board will review Director Compensation on an annual basis during a regularly scheduled public meeting of the Board of Directors. Any annual increase will go into effect on July 1, or at a later date as may be stipulated by the Board. For purposes of scheduling, review of the Director Compensation shall be conducted at a regularly scheduled Board meeting in April or May so any changes can be included in the annual operating budget.

Director Compensation may be increased by no more than the lesser of: (a) the same percentage as the increase in the salaries of the classified employees as agreed to in the current union/management Memorandum of Understanding; or (b) an amount equal to five percent for each calendar year following the operative date of the last adjustment, or such other amount as may be permitted pursuant to Health and Safety Section 6489.

Management Responsibility

The General Manager will be responsible for reviewing and approving Boardmembers' time sheets for consistency with this policy, and for scheduling an annual review of the Boardmember compensation for meetings prior to July 1 each year.

Board of Directors Responsibility

The Board of Directors will annually review Ordinance 44 and Director Compensation during a regular Board meeting, in open session, and determine if any action will be taken.

Administrative Information

Supersedes Policy Dated October 1995, and previous versions and revisions dated August 7, 1992, November 26, 1990, and September 8, 1986 (Resolution 1807) November 26, 1990.

Ordinance 44 Adopted by Board of Directors October 23, 2000, and amended on March 26, 2018.

Approved by:	Board of Directors
Author/Owner:	General Manager/Human Resources Manager
Notify Person:	General Manager
Revision Frequency:	Every 3 Years
Next Review:	April 2021

ORDINANCE #44.01

Directors' Compensation

The Board of Directors of the Union Sanitary District hereby ordains as follows:

I. Effective January 1, 2003, Directors of the Union Sanitary District shall receive a stipend in the amount of \$212.10 for each day of service to Union Sanitary District as authorized by Health and Safety Code Section 6489. This compensation will be paid for no more than six (6) days of service per calendar month.

II. The Board of Directors of Union Sanitary District shall review compensation of Directors on an annual basis pursuant to Policy 3040 before July 1 of each year. Any annual increase will go into effect on July 1, or at a later date as may be stipulated by the Board.

III. Director compensation shall increase by no more than the lesser of: (a) the same percentage as any increase in the salaries of Union Sanitary District Classified Employees; or (b) an amount equal to five percent for each calendar year following the operative date of the last adjustment, or such other amount as may be permitted pursuant to Health and Safety Section 6489.

IV. The compensation of Directors set forth above will be in addition to any benefits currently provided to Directors or to be authorized and approved for sanitary district directors in the future.

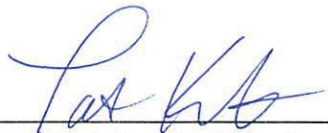
Adopted by the following vote on March 26, 2018:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None

ABSTAINED: None

ABSENT: None



President, Board of Directors
UNION SANITARY DISTRICT

ATTEST:



Secretary, Board of Directors
UNION SANITARY DISTRICT

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**APRIL 11, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 9**

TITLE: **Review and Consider Approval of Coach, Research & Support/
Principal Engineer Job Description and Salary Range (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, Business Services Workgroup Manager
Armando Lopez, T&D Workgroup Manager
Gene Boucher, Human Resources Manager

Recommendation

Review and consider the revised job description and salary range for the Research & Support/Principal Engineer.

Discussion

The District is required to obtain a permit from the Bay Area Air Quality Management District (BAAQMD) whenever constructing new or making alterations or modifications to potential sources of air contaminants or pollutants. BAAQMD considers aeration basins and nearly every other facility within the treatment plant as potential sources.

On February 11, 2021, staff submitted an ATC application to BAAQMD for the ETSU Phase 1A Aeration Basin Modifications Project. After extensive correspondence and meetings with BAAQMD staff the District received the ATC documents required on November 8, 2021. Issuance of the ATC document was contingent upon the District complying with various new and more stringent operating permit conditions.

Long term management of the air permit to operate the plant is anticipated to increase the workload for the District requiring the equivalent of 0.50 to 0.75 employees to facilitate and manage these new requirements. Staff is recommending the District add these new

responsibilities to an existing job description, staff is presenting the attached modified job description for the Boards consideration.

The Coach, Research & Support/Principal Engineer job description is being updated to:

1. Ensure knowledge, skills, and abilities of the position to ensure compliance with upcoming and future Bay Area Air Quality Management District (BAAQMD) regulations related to plant improvements and modifications.
2. Align the salary range for the increased responsibilities and workload.
3. The new pay range will be from \$146,604.10 to \$164,639.70 and from \$192,417.70 to \$216,089.74 annually which is a 12.30% increase over the previous range. The adjusted salary range is in line with the other Principal Engineer positions at the District.

Background

The Coach, Research & Support/Senior Process Engineer job description and salary range

- 1) Was last approved by the Board at the July 9, 1991, meeting.
- 2) The job description was last update in November 2008.
- 3) The position is being retitled to Coach, Research & Support/Principal Engineer from the former title to align the duties and responsibilities of the position.
- 4) The salary range is being adjusted for the increased responsibilities and workload due to the new regulations.

Previous Board Action

The Board last approved the Coach, Research & Support/Senior Process Engineer job description on July 9, 1991

Attachments:

Coach – Research & Support/Principal Engineer Job Description (updated)
Coach – Research & Support/Senior Process Engineer (Redlined)
Coach – Research & Support/Senior Process Engineer (Old)



Coach, Research & Support/Principal Engineer

Class Code:
3404

UNION SANITARY DISTRICT
Established Date: Oct 28, 2014
Revision Date: March 2022

SALARY RANGE

\$79.15 - \$103.89 Hourly
\$6,332.30 - \$8,311.14 Biweekly
\$13,719.97 - \$18,007.48 Monthly
\$164,639.70 - \$216,089.74 Annually

DESCRIPTION:

Reporting to the Manager of Treatment and Disposal Services, and working under general supervision, the Research & Support TeamCoach/Principal Engineer plays a critical role in carrying out the District's Strategic Plan and contributing to the success of the District's Mission. The Research and Support (RST) Coach supports and works effectively in a team-based organization, carrying out technical, coaching, supervisory, compliance, and project management, and administrative responsibilities.

The RST Coach plans, organizes, and directs multiple complex programs and projects related to regulatory permitting and permit negotiation, permit and process monitoring, and oversight of the Laboratory. This position ensures the treatment plant is in compliance with federal, state, and local regulations. The RST Coach provides technical and supervisory direction for the day-to-day activities of professional, technical and support staff.

The RST Coach will be the District's Air Compliance Program Manager, with responsibilities growing over the next decade due to impending and current air regulations. As program manager this position will need to monitor, federal, state, and local air regulatory agencies and keep the District informed of regulatory changes. They will be responsible for informing all groups of their reporting responsibilities, and how to ensure the District complies when audited or providing annual reports to respective regulatory agencies. Evaluate the level of effort and resources required to keep the District in compliance and request additional support in a timely manner.

This classification requires the ability to exercise a high degree of independent judgment and highly effective decision-making, communication, and interpersonal skills.

SUPERVISION EXERCISED AND RECEIVED

Receives general direction from the Manager of Treatment and Disposal Services. Exercises general direction over subordinate staff in a team-based environment. May, in times of absence, serve as the acting Manager of Treatment and Disposal Services

EXAMPLES OF DUTIES:

- Works with the TD Manager to develop and assist the RST Team to implement Strategic Plan objectives and performance measures to meet District and work group Balanced Scorecard goals; develops and applies benchmarking data and other workgroup metrics; ensures that performance measures are tracked and met; works with others to identify and implement process improvements.
- Provides technical and coaching assistance to team to effectively carry out day-to-day responsibilities.
- Ensures that the District's safety program requirements are implemented and carried out; works with staff and Environmental Health and Safety Specialist to identify and resolve safety issues; takes the lead on investigating near misses and accidents or injuries on the job; completes all necessary reports and other documentation relating to safety.
- Helps create a strong performance ethic within the workgroup and team.
- Provides facilitation, training, and problem-solving support to the team and supports team members to carry out leadership and administrative team-related responsibilities.
- Assists in preparing and implementing the team budget; forecasts additional funds needed for staffing, equipment, materials, and supplies; authorizes, monitors, and controls expenditures.
- Assists in employee selection during the hiring process; sets clear, achievable performance expectations; coaches employees to carry out their responsibilities; provides ongoing feedback on performance, both technical and interpersonal; conducts timely performance reviews and check-in meetings with employees; identifies safety and training needs and helps individuals develop training plans.
- Motivates employees, recognizes employee contributions, and maximizes individual development.
- Counsels employees on performance issues and carries out progressive discipline if necessary.
- Coordinates staff and resources to implement plans within own work group and with other groups within and outside the District, including both technical, support and organizational activities.
- Coordinates with other Coaches to develop a District-wide approach to issues.
- Plans, assigns, and reviews the work of engineering, laboratory, technical and support staff.
- Identifies critical operational and technical issues, recommends solutions, prepares, and delivers articulate and effective presentations to the Board of Directors.
- Represents the District in negotiations or meetings with staff from other utility companies, governmental agencies, and technical groups.
- Manages multiple and complex programs and projects related to the NPDES, air, and biosolids permits and monitoring; and ensure timely reporting to regulatory agencies.
- Reviews and analyzes new legislative initiatives and regulations and makes recommendations to resolve critical compliance issues impacting existing and future District operations.
- Review air permitting conditions during permit negotiations, provide feedback to ensure conditions are as reasonable and achievable as possible. Taking the permit conditions in mind, develop concurrently with affected workgroup, a tool, process,

or system to best comply with new requirements.

- Oversees sample collection for NPDES compliance and process control; reviews and evaluates plant control data and reports; works with operations staff to make process control adjustments, evaluates the effectiveness of plant process changes, and makes appropriate adjustments to assure compliance with discharge requirements and process optimization.
- Reviews plant process problems and recommends corrective actions; investigates problems and formulates and implements strategies for process and equipment improvements.
- Directs, coordinates, and participates in equipment and process testing; conducts pilot studies of sludge dewatering and disposal to develop the most cost-effective alternatives; conduct bench-scale, pilot-scale, or full-scale studies for developing new criteria for plant modifications and improvements, including odor control and VOCs emissions removal.
- Conducts or assists in the start-up of new unit processes. Investigates new processes and modifications to existing processes to improve performance and reduce operating costs.
- Evaluates waste-to-energy projects with regard to consequences of environmental pollution and develops plans to improve local energy production capabilities in areas such as cogeneration systems, conversion of wastes to energy, and methane recovery.
- Incumbents will perform any other duties that are appropriate for the scope and level of responsibility of this classification.

REQUIREMENTS:

The Coach, Research and Support/Principal Engineer must have extensive technical knowledge and experience and be able to apply this knowledge and experience in performing the duties of this classification.

Senior Engineer and Principal Engineer are alternately staffed; the R&S Coach may have technical qualification at either the Senior or Principal Engineer level.

Any combination of education and experience that would likely provide the required knowledge, skills, and abilities of Senior Engineer* is qualifying. A typical way to obtain the knowledge, skills, and abilities would be the equivalent of:

Education and Experience:

- Bachelor's degree from an accredited college or university, or its equivalent, with major coursework in civil, sanitary, or environmental engineering or a closely related field; *and* ten (10) years of increasingly responsible experience related to planning, evaluation, operation, and process engineering of large municipal wastewater treatment plants.
- Senior Engineer and Principal Engineer are alternately staffed; the RST Coach may have technical qualifications at either the Senior or Principal Engineer level.

Knowledge, Skills & Abilities:

- Fundamentals of physical, biological, and chemical wastewater treatment processes, including regulatory requirements for liquid, solids, and air process, NPDES, air emissions, and solids disposal.

- Process control principles and methods and the range of equipment used in their application.
- Civil and sanitary engineering principles, practices, and methods.
- Modern methods and techniques used in design and construction as applied to planning, design, cost estimation, construction, installation, and inspection of wastewater treatment facilities.
- Applicable federal, state, and local laws and regulatory codes relevant to wastewater system design, construction, and plant operations.
- Safety standards; project management and coordination.
- Engineering mathematics, economics, and statistical analysis; principles, practices, and techniques of supervision.
- Contract administration practices and principles.
- Pertinent safety practices, including applicable OSHA safety standards.

Skill and Ability to:

- Prepare and negotiate regulatory permits to meet requirements for NPDES, air emissions, and biosolids disposal.
- Analyze complex civil and sanitary engineering data and reports and drawing sound conclusions.
- Interpret process control tests and recommending the adjustment of plant operations accordingly.
- Conducting, evaluating, and reviewing the results of engineering investigations and studies, including cost estimates, designs, plans, and specifications for conformance with sound engineering principles and practices.
- Preparing plans, designs, sketches, estimates, and draft specifications for wastewater treatment facilities; conducting plant operations and economic studies.
- Preparing clear, concise, and accurate reports and correspondence.
- Inspect plant facilities and recognize inefficient, unusual, or dangerous operating conditions.
- Exercise sound judgment in emergency situations.
- Select, supervise, evaluate, and train staff.
- Make complex engineering computations.
- Adapt and apply new technology to the treatment of wastewater.
- Enforce District and OSHA safety precautions and standards.
- Coordinate a variety of activities both within the workgroup and with other workgroups.
- Understand and carry out oral and written instructions in English.
- Make effective oral reports and presentations.

Licenses, Certificates, or Credentials:

- Must possess a valid Class C California driver's license, have, and maintain a satisfactory driving record, and be insurable by the District to operate District vehicles.
- Must possess a SWRCB Grade IV Wastewater Treatment Plant Operator's Certificate and must be able to obtain a SWRCB Grade V (or Grade V OIT) Wastewater Plant Operator Certificate within one year of appointment to the position.

- California registration as a Professional Engineer is desirable.

Interpersonal Effectiveness:

- Ability to work effectively in a team-based organization.
- Communicate clearly and concisely, both orally and in writing.
- Deal tactfully and effectively with representatives of regulatory and other governmental agencies, contractors, customers, District staff, and peers.
- Demonstrate effective leadership, problem-solving, and two-way communication skills, including the ability to listen, explain, facilitate, ask for input, and provide recognition and encouragement.

ADDITIONAL INFORMATION

Other Requirements:

Must possess the physical characteristics to perform the critical and important duties of the class, including sufficient agility to climb stairs and ladders. May be required to be clean-shaven to wear respiratory protection equipment, as needed.

Disaster Service Worker

Employees of Union Sanitary District are, by State and Federal law, Disaster Service Workers. In the event of a declaration of emergency, any employee may be assigned activities that promote the protection of public health and safety or the preservation of lives and property, either at the District or within the local or their own community.

Approved Board of Directors: 7/8/91

Revised: 11/91; 11/2008

Position status: Unclassified, Exempt (Sup/Adm/Mgr.)

Recruitment: Internal and External



Coach, Research & Support/~~Senior Process~~Principal Engineer

Class Code:
3404

UNION SANITARY DISTRICT
Established Date: Oct 28, 2014
Revision Date: Oct 28, 2014

SALARY RANGE

~~\$68,267~~9.15 - ~~\$103,898~~9.60 Hourly
~~\$6,332.30~~5,461.13 - ~~\$8,311.14~~7,167.74 Biweekly
~~\$13,719.97~~11,832.44 - ~~\$18,007.48~~15,530.09 Monthly
~~\$164,639.70~~141,989.33 - ~~\$216,089.74~~186,361.14 Annually

DESCRIPTION:

Reporting to the Manager of Treatment and Disposal Services, and working under general supervision, the Research & Support TeamCoach/~~Senior Process~~Principal Engineer and working under general supervision, this position plays a critical role in carrying out the District's Strategic Plan and contributing to the success of the District's Mission. The Research and Support (RST) Coach supports and works effectively in a team-based organization, carrying out technical, coaching, supervisory, compliance, and project management, and administrative responsibilities.

The RST Coach plans, organizes, and directs is responsible for managing multiple complex programs and projects related to regulatory permitting and permit negotiation, permit and process monitoring, and oversight of the Laboratory. This position ensures the treatment plant is in compliance with federal, state, and local regulations; provides technical guidance to District staff and consultants; establishes interagency liaison and coordination; and supervises the day-to-day activities of professional, technical, and support staff. This classification requires a high degree of independent judgment, particularly in dealing with regulatory agencies and in carrying out the responsibilities of a Coach at the District. (See Coach class description). The RST Coach provides technical and supervisory direction for the day-to-day activities of professional, technical and support staff.

The RST Coach will be the District's Air Compliance Program Manager, with responsibilities growing over the next decade due to impending and current new air regulations. As program manager they will need to monitor, federal, state, and local air regulatory agencies and keep the District informed of regulatory changes. They will be responsible for informing all groups of their reporting responsibilities, and how to ensure the District is in compliance complies when audited or providing annual reports to respective regulatory agencies. They will also support the growing requirements being imposed as a result of because of District Construction. Evaluate the level of effort and resources required to keep the District in compliance and request additional support in a timely manner.

~~Coach duties include planning and coordination, promoting team and individual growth and effectiveness, selecting, supervising and coaching staff, and applying quality principles to day to day operations. A Coach must have excellent interpersonal abilities; demonstrate fairness, flexibility, and integrity; help team members accomplish their goals and demonstrate accountability for their work products and behaviors. The R & S Team Coach/Process Engineer will also perform any other duties that are appropriate for its scope and level of responsibility in the organization.~~

This classification requires the ability to exercise a high degree of independent judgment and highly effective decision-making, communication, and interpersonal skills.

SUPERVISION EXERCISED AND RECEIVED

Receives general direction from the Manager of Treatment and Disposal Services. Exercises general direction over subordinate staff in a team-based environment. May, in times of absence, serve as the acting Manager of Treatment and Disposal Services

EXAMPLES OF DUTIES:

- Works with the TD Manager to develop and assist the RST Team to implement Strategic Plan objectives and performance measures to meet District and work group Balanced Scorecard goals; develops and applies benchmarking data and other work-group metrics; ensures that performance measures are tracked and met; works with others to identify and implement process improvements.
- Provides provides technical and coaching assistance to team to effectively carry out day-to-day responsibilities.
- Ensures ensures that the District's safety program requirements are implemented and carried out; works with staff and Environmental Health and Safety Specialist to identify and resolve safety issues; takes the lead on investigating near misses and accidents or injuries on the job; completes all necessary reports and other documentation relating to safety.
- Helpss create a strong performance ethic within the work-group and team.
- Providess facilitation, training, and problem-solving support to the team and supports team members to carry out leadership and administrative team-related responsibilities.
- Assistss in preparing and implementing the team budget; forecasts additional funds needed for staffing, equipment, materials, and supplies; authorizes,

monitors monitors, and controls expenditures.

- —
—
- Assists in employee selection during the hiring process; sets clear, achievable performance expectations; coaches employees to carry out their responsibilities; provides ongoing feedback on performance, both technical and interpersonal; conducts timely performance reviews and check-in meetings with employees; identifies safety and training needs and helps individuals develop training plans.
- —
—
- Motivates employees, recognizes employee contributions, and maximizes individual development.
- —
—
- Counselss employees on performance issues and carries out progressive discipline if necessary.
- —
—
- Coordinatesss staff and resources to implement plans within own work group and with other groups within and outside the District, including both technical, support and organizational activities.
- —
—
- Coordinatesss with other Coaches to develop a District-wide approach to issues.
- —
—
- Plansss, assigns, and reviews the work of engineering, laboratory, technical and support staff.
- —
—
- Identifiess critical operational and technical issues, recommends solutions, prepares, and delivers articulate and effective presentations to the Board of Directors.
- —
—
- Representss the District in negotiations or meetings with staff from other utility companies, governmental agencies, and technical groups.
- —
—
- Managesss multiple and complex programs and projects related to the NPDES, air, and biosolids permits and monitoring; and ensure timely reporting to regulatory agencies.
- Reviews and analyzes new legislative initiatives and regulations and makes recommendations to resolve critical compliance issues impacting existing and future District operations.
- —
—
- Oversees sample collection for NPDES compliance and process control; reviews and evaluates plant control data and reports; works with operations staff to make process control adjustments, evaluates the effectiveness of plant process changes,

and makes appropriate adjustments to assure compliance with discharge requirements and process optimization.

- Reviews plant process problems and recommends corrective actions; investigates problems and formulates and implements strategies for process and equipment improvements.
- Directs, coordinates, and participates in equipment and process testing; conducts pilot studies of sludge dewatering and disposal to develop the most cost-effective alternatives; conduct bench-scale, pilot-scale, or full-scale studies for developing new criteria for plant modifications and improvements, including odor control and VOCs emissions removal.
- Conducts or assists in the start-up of new unit processes. Investigates new processes and modifications to existing processes to improve performance and reduce operating costs.
- Evaluates waste-to-energy projects with regard to consequences of environmental pollution and develops plans to improve local energy production capabilities in areas such as cogeneration systems, conversion of wastes to energy, and methane recovery.
- Incumbents will perform any other duties that are appropriate for the scope and level of responsibility of this classification.

~~Serve as a technical resource, providing assistance to wastewater operations, including collecting and analyzing appropriate data related to special studies of treatment processes. Identify critical engineering issues and recommend solutions.~~

~~Oversees sample collection for NPDES compliance and process control; review daily plant operations data; and provide direction to laboratory staff in analyzing and interpreting sample test results and in taking corrective action when needed.~~

~~Rreviews and evaluates plant control data and reports; works with the Operations staff to make process control adjustments, evaluates the effectiveness of plant process changes, and makes appropriate adjustments to assure compliance with discharge requirements and process optimization. process optimization.~~

~~Direct and coordinate research projects, studies and investigations.~~

~~Review and analyze new legislative initiatives and regulations and make recommendations to resolve critical compliance issues impacting existing and future District operations. Consult and coordinate with state and regional regulatory agencies and legislators, as needed.~~

~~Reviews plant process problems and recommends corrective actions; investigates problems and formulates and implements strategies for process and equipment improvements.~~

~~Plan, assign, and review the work of professional and technical staff engaged in analyses and studies of complex and difficult wastewater operations process problems; outline the scope of work for long- and short-term projects; supervise and coordinate the collection and analysis of data; prepare reports and/or supervise the preparation of reports.~~

~~Directs, coordinates, and participates in equipment and process testing; conducts pilot studies of sludge dewatering and disposal to develop the most cost effective alternatives; conducts bench scale, pilot scale, or full scale studies for developing new criteria for plant modifications and improvements, including odor control and VOCs emissions removal.~~

~~Conducts or assists in the start-up of new unit processes. Investigates new processes and modifications to existing processes to improve performance and reduce operating costs.~~

~~Evaluates waste to energy projects with regard to consequences of environmental pollution and develop/develops plans to improve local energy production capabilities in areas such as cogeneration systems, conversion of wastes to energy, and methane recovery.~~

~~Represent the District in negotiations or conferences with staff from utilities, governmental and regulatory agencies, trade and professional associations, or technical groups; network with other POTWs to share technical information; and maintain positive working relationships.~~

~~Negotiate and administer contracts for a variety of routine and complex consulting engineering projects; schedule and approve progress payments; monitor and review progress.~~

~~Coordinate projects with District staff; review activities, status, and schedule constraints of projects; assist staff in overcoming obstacles and achieving milestones.~~

~~Coordinate activities of R & S Team with T & D work group and others within and outside the District, including regulatory agencies.~~

~~In consultation with the Laboratory Director, develop and implement policies, procedures, and Balanced Scorecard objectives and measures; and initiate improved work methods and procedures.~~

~~Assist in employee selection; determine employee safety and training needs; assess employee performance; develop and oversee the team's performance standards.~~

~~Prepare and deliver presentations to District management, the Board of Directors, and~~

~~regulatory and other governmental agencies.~~

~~Prepare, justify, and implement the team budget; monitor expenditures to ensure adherence to the approved budget and assist in overseeing the work group's financial long-term planning.~~

~~Incumbents will perform any other duties that are appropriate for the scope and level of responsibility of this classification.~~

QUALIFICATIONS REQUIREMENTS:

The Coach, Research and Support/~~Senior Process~~Principal Engineer must have extensive technical knowledge and experience and be able to apply this knowledge and experience in performing the duties of this classification.

Any combination of education and experience that would likely provide the required knowledge, skills, and abilities of Senior Engineer* is qualifying. A typical way to obtain the knowledge, skills, and abilities would be the equivalent of:

Education and Experience: ~~Any combination of education and experience that provides the knowledge, skills, and abilities of Senior Engineer* indicated below indicated below.~~
~~A typical way of gaining the knowledge, skills, and abilities is:~~

- ~~• Bachelor's degree from an accredited college or university, or its equivalent, with major coursework in civil, sanitary, or environmental engineering or a closely related field; and ten (10) years of increasingly responsible experience related to planning, evaluation, operation, and process engineering of large municipal wastewater treatment plants.~~
- ~~• Senior Engineer and Principal Engineer are alternately staffed; the RST Coach may have technical qualifications at either the Senior or Principal Engineer level.~~

Knowledge, Skills & Abilities:

~~Completion of four years' college, or its equivalent, with major coursework in civil, civil, sanitary, or environmental engineering or a closely related field; and~~

~~ten Several years of increasingly responsible experience related to planning, evaluation, operation, and process engineering of large municipal wastewater treatment plants.~~

~~*Senior Engineer and Principal Engineer are alternately staffed; the RST Coach may have technical qualifications at either the Senior or Principal Engineer level.~~

- ~~• Knowledge of:~~ Fundamentals of physical, biological, and chemical wastewater treatment processes, including regulatory requirements for liquid, solids, and air process, NPDES, air emissions, and solids disposal.
- ~~• Process control principles and methods and the range of equipment used in their application.~~
- ~~• Civil and sanitary engineering principles, practices, and methods.~~
- ~~• Modern methods and techniques used in design and construction as applied to planning, design, cost estimation, construction, installation, and inspection of wastewater treatment facilities.~~
- ~~• Applicable federal, state, and local laws and regulatory codes relevant to wastewater system design, construction, and plant operations.~~
- ~~• Safety standards; project management and coordination.~~
- ~~• Engineering mathematics, economics, and statistical analysis; principles, practices, and techniques of supervision.~~
- ~~• Contract administration practices and principles.~~
- ~~• Pertinent safety practices, including applicable OSHA safety standards.~~

Skill and Ability to:

- ~~• Prepare and negotiate regulatory permits to meet requirements for NPDES, air emissions, and biosolids disposal.~~
- ~~• Analyze complex civil and sanitary engineering data and reports and drawing sound conclusions.~~
- ~~• Interpret process control tests and recommending the adjustment of plant operations accordingly.~~

- ~~;~~~~e~~CConducting, evaluating, and reviewing the results of engineering investigations and studies, including cost estimates, designs, plans, and specifications for conformance with sound engineering principles and practices.
- ~~;~~~~p~~Preparing plans, designs, sketches, estimates, and draft specifications for wastewater treatment facilities; conducting plant operations and economic studies.
- ~~;~~~~and~~~~p~~Preparing clear, concise, and accurate reports and correspondence.
- ~~;~~~~and~~~~p~~Preparing clear, concise, and accurate reports and correspondence.
- ~~;~~~~and~~~~p~~Preparing clear, concise, and accurate reports and correspondence.
- Ability to: Inspect plant facilities and recognize inefficient, unusual, or dangerous operating conditions.
- ~~;~~~~e~~Exercise sound judgment in emergency situations.
- ~~;~~~~s~~Select, supervise, evaluate, and train staff.
- ~~;~~~~m~~Make complex engineering computations.
- ~~;~~~~a~~Adapt and apply new technology to the treatment of wastewater.
- ~~;~~~~e~~Enforce District and OSHA safety precautions and standards.
- ~~;~~~~e~~ECoordinate a variety of activities both within the work-group and with other work groups.
- ~~;~~~~u~~Understand and carry out oral and written instructions in English.
- ~~;~~~~and~~~~m~~Make effective oral reports and presentations.

Licenses, Certificates, or Credentials:

- Must possess a valid Class C California driver's license, have, and maintain a satisfactory driving record, and be insurable by the District to operate District vehicles.
- Must possess a SWRCB Grade IV Wastewater Treatment Plan Operator's Certificate and must be able to obtain a SWRCB Grade V (or Grade V OIT) Wastewater Plant Operator Certificate within one year of appointment to the position.
- California registration as a Professional Engineer is desirable.

Interpersonal Effectiveness:

- Ability to work effectively in a team-based organization.
- Communicate clearly and concisely, both orally and in writing.
- Deal tactfully and effectively with representatives of regulatory and other governmental agencies, contractors, customers, District staff, and peers.
- Demonstrate effective leadership, problem-solving, and two-way communication skills, including the ability to listen, explain, facilitate, ask for input, and provide recognition and encouragement.

ADDITIONAL INFORMATION

Other Requirements:

Must possess the physical characteristics to perform the critical and important duties of the class, including sufficient agility to climb stairs and ladders. May be required to be clean-shaven to wear respiratory protection equipment, as needed.

Disaster Service Worker

Employees of Union Sanitary District are, by State and Federal law, Disaster Service Workers.
In the event of a declaration of emergency, any employee may be assigned activities that

promote the protection of public health and safety or the preservation of lives and property, either at the District or within the local or their own community.

Approved Board of Directors: 7/8/91

Revised: 11/91; 11/2008

Position status: Unclassified, Exempt (Sup/Adm/Mgr.)

Recruitment: Internal and External

~~Interpersonal Effectiveness: Ability to work effectively in a team-based organization; communicate clearly and concisely, both orally and in writing; deal tactfully and effectively with representatives of regulatory and other governmental agencies, contractors, customers, District staff, and peers; and demonstrate effective leadership, problem-solving, and two-way communication skills, including the ability to listen, explain, facilitate, ask for input, and provide recognition and encouragement.~~

OTHER REQUIREMENTS:

~~Licenses, Certificates, or Credentials: Must possess a valid Class C California driver's license have and maintain a satisfactory driving record, and be insurable by the District to operate District vehicles. Must possess a SWRCB Grade IV Wastewater Treatment Plant Operator Certificate. Must possess a SWRCB Grade V (or Grade V OIT) Wastewater Plant Operator Certificate within one year of appointment to the position. California registration as a Professional Engineer is desirable.~~

ADDITIONAL INFORMATION:



Coach, Research & Support/Senior Process Engineer

Class Code:
3404

UNION SANITARY DISTRICT
Established Date: Oct 28, 2014
Revision Date: Oct 28, 2014

SALARY RANGE

\$65.45 - \$85.90 Hourly
\$5,236.02 - \$6,872.26 Biweekly
\$11,344.70 - \$14,889.91 Monthly
\$136,136.42 - \$178,678.86 Annually

DESCRIPTION:

Reporting to the Manager of Treatment and Disposal Services, the Research & Support Team Coach/Process Engineer is responsible for managing multiple complex programs and projects related to regulatory permitting and permit negotiation, permit and process monitoring, and oversight of the Laboratory. This position ensures the treatment plant is in compliance with federal, state, and local regulations; provides technical guidance to District staff and consultants; establishes interagency liaison and coordination; and supervises the day-to-day activities of professional, technical, and support staff. This classification requires a high degree of independent judgment, particularly in dealing with regulatory agencies and in carrying out the responsibilities of a Coach at the District. (See *Coach* class description).

Coach duties include planning and coordination, promoting team and individual growth and effectiveness, selecting, supervising and coaching staff, and applying quality principles to day-to-day operations. A Coach must have excellent interpersonal abilities; demonstrate fairness, flexibility, and integrity; help team members accomplish their goals and demonstrate accountability for their work products and behaviors. The R & S Team Coach/Process Engineer will also perform any other duties that are appropriate for its scope and level of responsibility in the organization.

EXAMPLES OF DUTIES:

Manage multiple and complex programs and projects related to the NPDES, air, and biosolids permits and monitoring; and ensure timely reporting to regulatory agencies.

Serve as a technical resource, providing assistance to wastewater operations, including collecting and analyzing appropriate data related to special studies of treatment processes. Identify critical engineering issues and recommend solutions.

Oversee sample collection for NPDES compliance and process control; review daily plant operations data; and provide direction to laboratory staff in analyzing and interpreting sample test results and in taking corrective action when needed.

Review and evaluate plant control data and reports; work with the Operations staff to make process control adjustments, evaluate the effectiveness of plant process changes, and make appropriate adjustments to assure compliance with discharge requirements and process optimization.

Direct and coordinate research projects, studies and investigations.

Review and analyze new legislative initiatives and regulations and make recommendations to resolve critical compliance issues impacting existing and future District operations. Consult and coordinate with state and regional regulatory agencies and legislators, as needed.

Review plant process problems and recommend corrective actions; investigate problems and formulate and implement strategies for process and equipment improvements.

Plan, assign, and review the work of professional and technical staff engaged in analyses and studies of complex and difficult wastewater operations process problems; outline the scope of work for long- and short-term projects;

supervise and coordinate the collection and analysis of data; prepare reports and/or supervise the preparation of reports.

Direct, coordinate, and participate in equipment and process testing; conduct pilot studies of sludge dewatering and disposal to develop the most cost-effective alternatives; conduct bench-scale, pilot-scale, or full-scale studies for developing new criteria for plant modifications and improvements, including odor control and VOCs emissions removal.

Conduct or assist in the start up of new unit processes. Investigate new processes and modifications to existing processes to improve performance and reduce operating costs.

Evaluate waste-to-energy projects with regard to consequences of environmental pollution and develop plans to improve local energy production capabilities in areas such as cogeneration systems, conversion of wastes to energy, and methane recovery.

Represent the District in negotiations or conferences with staff from utilities, governmental and regulatory agencies, trade and professional associations, or technical groups; network with other POTWs to share technical information; and maintain positive working relationships.

Negotiate and administer contracts for a variety of routine and complex consulting engineering projects; schedule and approve progress payments; monitor and review progress.

Coordinate projects with District staff; review activities, status, and schedule constraints of projects; assist staff in overcoming obstacles and achieving milestones.

Coordinate activities of R & S Team with T & D work group and others within and outside the District, including regulatory agencies.

In consultation with the Laboratory Director, develop and implement policies, procedures, and Balanced Scorecard objectives and measures; and initiate improved work methods and procedures.

Assist in employee selection; determine employee safety and training needs; assess employee performance; develop and oversee the team's performance standards.

Prepare and deliver presentations to District management, the Board of Directors, and regulatory and other governmental agencies.

Prepare, justify, and implement the team budget; monitor expenditures to ensure adherence to the approved budget and assist in overseeing the work group's financial long-term planning.

Incumbents will perform any other duties that are appropriate for the scope and level of responsibility of this classification.

QUALIFICATIONS:

Education and Experience: Any combination of education and experience that provides the knowledge, skills, and abilities indicated below. A typical way of gaining the knowledge, skills, and abilities is:

- * Completion of four years' college, or its equivalent, with major coursework in civil, sanitary, or environmental engineering or a closely related field; *and*
- * Several years of increasingly responsible experience related to planning, evaluation, operation, and process engineering of large municipal wastewater treatment plants.

Knowledge of: Fundamentals of physical, biological, and chemical wastewater treatment processes, including regulatory requirements for liquid, solids, and air process, NPDES, air emissions, and solids disposal; process control principles and methods and the range of equipment used in their application; civil and sanitary engineering principles, practices, and methods; modern methods and techniques used in design and construction as applied to planning, design, cost estimation, construction, installation, and inspection of wastewater treatment facilities; applicable federal, state, and local laws and regulatory codes relevant to wastewater system design, construction, and plant operations; safety standards; project management and coordination; engineering mathematics, economics, and statistical analysis; principles, practices, and techniques of supervision; contract administration practices and principles; pertinent safety practices, including applicable OSHA safety standards.

Skill in: Preparing and negotiating regulatory permits to meet requirements for NPDES, air emissions, and biosolids disposal; analyzing complex civil and sanitary engineering data and reports and drawing sound conclusions; interpreting process control tests and recommending the adjustment of plant operations accordingly; conducting,

evaluating, and reviewing the results of engineering investigations and studies, including cost estimates, designs, plans, and specifications for conformance with sound engineering principles and practices; preparing plans, designs, sketches, estimates, and draft specifications for wastewater treatment facilities; conducting plant operations and economic studies; and preparing clear, concise, and accurate reports and correspondence.

Ability to: Inspect plant facilities and recognize inefficient, unusual, or dangerous operating conditions; exercise sound judgment in emergency situations; select, supervise, evaluate, and train staff; make complex engineering computations; adapt and apply new technology to the treatment of wastewater; enforce District and OSHA safety precautions and standards; coordinate a variety of activities both within the work group and with other work groups; understand and carry out oral and written instructions in English; and make effective oral reports and presentations.

Interpersonal Effectiveness: Ability to work effectively in a team-based organization; communicate clearly and concisely, both orally and in writing; deal tactfully and effectively with representatives of regulatory and other governmental agencies, contractors, customers, District staff, and peers; and demonstrate effective leadership, problem-solving, and two-way communication skills, including the ability to listen, explain, facilitate, ask for input, and provide recognition and encouragement.

Licenses, Certificates, or Credentials: Must possess a valid Class C California driver's license, have and maintain a satisfactory driving record, and be insurable by the District to operate District vehicles. Must possess a SWRCB Grade IV Wastewater Treatment Plant Operator's Certificate and must be able to obtain a SWRCB Grade V (or Grade V OIT) Wastewater Plant Operator Certificate within one year of appointment to the position. California registration as a Professional Engineer is desirable.

ADDITIONAL INFORMATION:

Other Requirements: Must possess the physical characteristics to perform the critical and important duties of the class, including sufficient agility to climb stairs and ladders. May be required to be clean-shaven to wear respiratory protection equipment, as needed.

Disaster Service Worker

Employees of Union Sanitary District are, by State and Federal law, Disaster Service Workers. In the event of a declaration of emergency, any employee may be assigned activities that promote the protection of public health and safety or the preservation of lives and property, either at the District or within the local or their own community.

OTHER REQUIREMENTS:

Approved Board of Directors: 7/8/91

Revised: 11/91; 11/2008

Position status: Unclassified, Exempt (Sup/Adm/Mgr)

Recruitment: Internal and External



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**APRIL 11, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: Consider a Resolution for the Execution and Delivery of an Installment Sale Agreement between the District and the State Water Resources Control Board Relating to the Standby Power Generation System Upgrade Project and Approving Other Matters in Connection Therewith (*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 consider a Resolution for the execution and delivery of an Installment Sale Agreement (ISA) between the District and the State Water Resources Control Board (SWRCB) relating to the Standby Power Generation System Upgrade Project (Project) in the amount of \$33,435,000 and Approving Other Matters in Connection Therewith.

Discussion

The estimated reasonable total Project cost is \$33,435,000. The execution of the ISA with the SWRCB will provide State Revolving Fund (SRF) funding up to this amount with a true interest cost estimated at 0.80%. A summary of the funded Project costs included in the ISA is as follows:

Description of Cost	Total Project Cost
Construction Cost	\$21,135,320
Planning	\$210,000
Design	\$3,600,000
Construction Management	\$2,350,000
Value Engineering	\$50,000
Contingencies	\$6,089,680
Total SRF Funding	\$33,435,000

Staff will submit disbursement requests to the SWRCB monthly after processing payment to the contractor and consultants.

A good faith estimate was prepared by Fieldman Rolapp & Associates and disclosed in Exhibit A of the attached resolution.

The District's bond counsel, Stradling Yocca Carlson & Rauth (Stradling) and District counsel have reviewed and assisted with the negotiation of the attached ISA. Upon execution of the ISA and adoption of the attached resolution, Stradling and the District's counsel will prepare and provide separate opinion letters addressed to the SWRCB, confirming, among other things, that the ISA has been approved for execution.

Background

On February 14, 2022, the Board awarded the construction contract for the Project to Clark Construction Group – California, LP (Clark). Staff issued the Notice to Proceed to Clark on March 14, 2022. The construction duration of the Project is 25 months.

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.

Brown and Caldwell (BC) completed the Project's final design in November 2021. The Project's major scope items are 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's major project scope items.

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.

February 14, 2022, the Board awarded the construction contract for the Project to Clark Construction Group – California, LP in the amount of \$21,135,320.

February 28, 2022, the Board authorized the General Manager to execute Task Order No. 3 with BC in the amount of \$894,447 for providing engineering services during construction for the Project.

February 28, 2022, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Psomas in the amount of \$2,323,949 for providing engineering services during construction for the Project.

PRE/RC/AB/KC;mb

Attachments: Figure 1 – Site Plan
Resolution
Installment Sale Agreement

**UNION SANITARY DISTRICT
ALVARADO WASTEWATER TREATMENT PLANT**

NO SCALE

Demolition of Existing Generators Nos. 5 & 6

Odor Control Building Electrical Improvements

Existing 12kv Electrical Ductbank

New Electrical Ductbank

New Standby Power Building Transformers, Diesel Fuel Tank

Demolition of Existing Generators Nos. 2 & 3

Demolition of Existing Generators Nos. 7 & 8

Future Switchgear SWGR-SE (to be constructed by ETSU Phase 1A - Aeration Basin Modifications Project)

Main Electrical Building Modifications and Location of the Plant's 12,000-volt (12kV) Switchgear

Substation No.2 Replacement

New Electrical Ductbank

Generator Bldg #2

Centrifuge Bldg

Odor Control Bldg

Sub 2

Degritter Bldg

Headworks

Primary Clarifiers 1 - 4

CB 1

Primary Clarifiers 5 - 6

Aeration Basins 1 - 4

Lift Station #1

CB 4

Secondary Clarifiers 5 - 6

Alvarado PS

CB 3

Secondary Clarifiers 1 - 4

CB 2

Aeration Basins 5 - 7

Lift Station #2

WAS Thick Bldg

Thick 1

Thick 2

Thick 3

Thick 4

Sec Dig #1

Sec Dig #2

Paint Shop

Thick Elec Bldg

Pri Dig #1

Pri Dig #2

H/M 1

Pri Dig #3

H/M 2

Pri Dig #4

H/M 3

Pri Dig #5

Cogen

Generator Bldg #3

Site Waste PS

Surge Tower

Maintenance Shop

Field Operations Bldg

Control Bldg

Administration Bldg

Generator Bldg #1

Demolition of Existing Generators Nos. 2 & 3

Solar Carport

Covered Vehicle Storage

CS Trailer

Veasy Street

Benson Road

RESOLUTION NO. _____

RESOLUTION OF THE UNION SANITARY DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT SALE AGREEMENT BETWEEN THE UNION SANITARY DISTRICT AND THE STATE WATER RESOURCES CONTROL BOARD RELATING TO THE STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT AND APPROVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Union Sanitary District (the "District"), a sanitary district duly organized and existing under and by virtue of the laws of the State of California, proposes to undertake the acquisition of a Standby Power Generation System Upgrade Project (the "Standby Power Project"); and

WHEREAS, the State of California has established its Clean Water State Revolving Fund (the "CWSRF") pursuant to Chapter 6.5 of Division 7 of the California Water Code, as required by Title VI of the federal Water Pollution Control Act; and

WHEREAS, this Board of Directors has determined that it is in the best interest of the District to enter into an installment sale agreement (the "Standby Power Project ISA") with the State Water Resource Control Board for financial assistance under the CWSRF program for the purpose of acquiring all or a portion of the Standby Power Project and to approve certain matters in connection therewith;

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

SECTION 1. The incurrence of the Standby Power Project ISA in the principal amount not to exceed \$33,435,000 to acquire all or a portion of the Standby Power Project is hereby approved. The incurrence of the Standby Power Project ISA is determined to be consistent with the District's debt policy and to the extent the incurrence of the Standby Power Project ISA is not in compliance with the District's debt policy, such noncompliance is waived.

SECTION 2. The Standby Power Project ISA in substantially the form on file with the District is hereby approved. The Manager of Technical Services or the written designee thereof (each an "Authorized Officer") is hereby individually authorized and directed to execute and deliver the Standby Power Project ISA with such changes, insertions and omissions as may be recommended by General Counsel or Stradling Yocca Carlson & Rauth, A Professional Corporation ("Bond Counsel") and approved by the Authorized Officer executing the same, said execution being conclusive evidence of such approval.

SECTION 3. The Board of Directors acknowledges that the good faith estimates required by Section 5852.1 of the California Government Code prepared by Fieldman, Rolapp & Associates, Inc. are disclosed in Exhibit A to this resolution and are available to the public at the meeting at which this resolution is approved.

SECTION 4. Each Authorized Officer or the written designee thereof and any other proper officer of the District, acting singly, is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Standby Power Project ISA and this resolution.

SECTION 5. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Standby Power Project ISA unless the context otherwise clearly requires.

SECTION 6. This Resolution shall take effect immediately upon its passage.

On motion duly made and seconded, this resolution was adopted by the following vote on April 11, 2022:

AYES:

NOES:

ABSENT:

ABSTAIN:

PAT KITE
President, Board of Directors
Union Sanitary District

Attest:

Manny Fernandez
Secretary, Board of Directors
Union Sanitary District

EXHIBIT A

Set forth below are good faith estimates of Fieldman, Rolapp & Associates, Inc., the municipal advisor, as required under Section 5852.1 of the California Government Code (the "Code"), related to the Standby Power Project:

- (a) The true interest cost relating to the Standby Power Project is estimated at 0.80%, calculated as provided in Section 5852.1(a)(1)(A) of the Code.
- (b) The finance charge relating to the Standby Power Project, including all fees and charges paid to third parties, is estimated at \$25,000.
- (c) (c) Proceeds expected to be received by the District as a result of the execution and delivery of the Standby Power Project, less the finance charge described in (b) above and any capitalized interest or reserves paid from proceeds received as a result of the execution and delivery of the Standby Power Project (if any), is equal to \$33,435,000.
- (d) The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at \$37,702,603.

The foregoing are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth above. It is the purpose of this Exhibit A to disclose the required information, which has been obtained in accordance with law.



CLEAN WATER

UNION SANITARY DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



CONSTRUCTION INSTALLMENT SALE AGREEMENT

STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT NO. C-06-8498-110

AGREEMENT NO. D2101015

PROJECT FUNDING AMOUNT: \$33,435,000
ESTIMATED REASONABLE PROJECT COST: \$33,435,000

ELIGIBLE WORK START DATE: NOVEMBER 1, 2016
ELIGIBLE CONSTRUCTION START DATE: DECEMBER 14, 2021

CONSTRUCTION COMPLETION DATE: MAY 13, 2024
FINAL REIMBURSEMENT REQUEST DATE: NOVEMBER 13, 2024
FINAL PAYMENT DATE: MAY 13, 2054
RECORDS RETENTION END DATE: MAY 13, 2060

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

AGREEMENT	1
1. AUTHORITY.....	1
2. INTENTION.....	1
3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.	1
4. PARTY CONTACTS	2
5. DEFINITIONS.....	2
EXHIBIT A – SCOPE OF WORK.....	10
A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.....	10
A.2. STANDARD PROJECT REQUIREMENTS.....	10
A.2.1 Acknowledgements.....	10
A.2.2 Reports.....	10
A.2.2.1 Progress Reports.....	10
A.2.2.2 Project Completion Report.....	11
A.2.2.3 As Needed Reports.	11
A.2.2.4 [Reserved.].....	11
A.2.2.5 DBE Reports for SRF Projects.	11
A.2.3 Signage.....	12
A.2.4 Commencement of Operations.....	12
A.3 DATES & DELIVERABLES.....	12
EXHIBIT B – FUNDING TERMS.....	14
B.1. FUNDING AMOUNTS AND REIMBURSEMENTS	14
B.1.1 Funding Contingency and Other Sources.....	14
B.1.2 Estimated Reasonable Cost.	14
B.1.3 Project Funding Amount.	14
B.1.4 [Reserved.].....	14
B. 1.5 Budget Costs.....	14
B.1.6 Contingent Disbursement.	15
B.1.7 Reimbursement Procedure.	15
B.1.8 Withholding of Disbursements.	16
B.1.9 Fraud and Misuse of Public Funds.	17
B.2 RECIPIENT'S PAYMENT OBLIGATION, PLEDGE, AND RESERVE.....	17
B.2.1 Project Costs.....	17
B.2.2 Estimated Principal Payment Due.	17
B.2.3 Interest Rate and In-Lieu of Interest Charges.....	17
B.2.4 [Reserved.].....	18
B.2.5 Obligation Absolute.....	18
B.2.6 Payment Timing.	18
B.2.7 Pledged Revenues.....	19

B.2.7.1	Establishment of Enterprise Fund and Reserve Fund.	19
B.2.7.2	Pledge of Revenues, Enterprise Fund, and Reserve Fund.	19
B.2.7.3	Application and Purpose of the Enterprise Fund.....	19
B.2.8	No Prepayment.	19
B.2.9	Reserve Fund.....	19
B.3	RATES, FEES AND CHARGES.	20
B.4	ADDITIONAL DEBT.	20
B.5	NO LIENS.....	20
EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS	21
C.1	REPRESENTATIONS & WARRANTIES.	21
C.1.1	Application and General Recipient Commitments.	21
C.1.2	Authorization and Validity.	21
C.1.3	No Violations.	21
C.1.4	No Litigation.	21
C.1.5	Property Rights.	21
C.1.6	Solvency and Insurance.....	22
C.1.7	Legal Status and Eligibility.	22
C.1.8	Financial Statements and Continuing Disclosure.	22
C.1.9	System Obligations	22
C.1.10	No Other Material Debt.	22
C.1.11	Compliance with State Water Board Funding Agreements.	22
C.2	DEFAULTS AND REMEDIES 22	22
C.2.1	Return of Funds; Acceleration; and Additional Payments.	22
C.2.2	[Reserved.].....	23
C.2.3	Judicial remedies.	23
C.2.4	Termination.	23
C.2.5	Damages for Breach of Tax-Exempt Status.	23
C.2.6	Damages for Breach of Federal Conditions.....	23
C.2.7	Remedies and Limitations.....	24
C.2.8	Non-Waiver.	24
C.2.9	Status Quo.	24
C.3	STANDARD CONDITIONS 24	24
C.3.1	Access, Inspection, and Public Records.....	24
C.3.2	Accounting and Auditing Standards; Financial Management Systems; Records Retention. ...	24
C.3.3	Amendment.	25
C.3.4	Assignability.	25
C.3.5	Audit.	25
C.3.6	Bonding.	26
C.3.7	Competitive Bidding 26	26
C.3.8	Compliance with Applicable Laws, Rules, and Requirements.....	26
C.3.9	Computer Software.	26
C.3.10	Conflict of Interest.	26
C.3.11	Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project ...	26
C.3.12	Data Management.	27
C.3.13	Disputes.	27
C.3.14	[Reserved.].....	27
C.3.15	Environmental Clearance.....	27
C.3.16	Governing Law.	27

C.3.17	Income Restrictions.	27
C.3.18	Indemnification and State Reviews.....	28
C.3.19	Independent Actor.....	28
C.3.20	Integration.	28
C.3.21	Leveraging Covenants.	28
C.3.22	No Discrimination.	29
C.3.23	No Third Party Rights.....	30
C.3.24	No Obligation of the State.....	30
C.3.25	Notice.	30
C.3.26	Operation and Maintenance; Insurance.....	32
C.3.27	Permits, Subcontracting, and Remedies.	33
C.3.28	Professionals.....	33
C.3.29	Prevailing Wages.	33
C.3.30	Public Funding.	33
C.3.31	Recipient's Responsibility for Work.....	33
C.3.32	Related Litigation.	34
C.3.33	Rights in Data.....	34
C.3.34	State Water Board Action; Costs and Attorney Fees.....	34
C.3.35	Timeliness.	34
C.3.36	Unenforceable Provision.....	34
C.3.37	Venue.....	34
C.3.38	Waiver and Rights of the State Water Board.....	34
C.4	MISCELLANEOUS STATE AND FEDERAL REQUIREMENTS.....	35
C.4.1	[Reserved.].....	35
C.4.2	State Cross-Cutters.	35
C.4.3	Federal Requirements and Cross-Cutters for SRF Funding.	35
EXHIBIT D	– SPECIAL CONDITIONS.....	41
EXHIBIT E	– PAYMENT SCHEDULE.....	42
EXHIBIT F	– TAX CERTIFICATE	43
F.1	Purpose.	43
F.2	Tax Covenant.....	43
F.3	Governmental Unit.	43
F.4	Financing of a Capital Project.	43
F.5	Ownership and Operation of Project.....	43
F.6	Temporary Period.....	43
F.7	Working Capital.	44
F.8	Expenditure of Proceeds.....	44
F.9	Private Use and Private Payments.	44
F.10	No Sale, Lease or Private Operation of the Project.	44
F.11	No Disproportionate or Unrelated Use.	45

F.12	Management and Service Contracts.	45
F.13	No Disposition of Financed Property.	45
F.14	Useful Life of Project.....	45
F.15	Payments.....	45
F.16	No Other Replacement Proceeds.....	45
F.17	No Sinking or Pledged Fund.....	46
F.18	Reserve Amount.	46
F.19	Reimbursement Resolution.	46
F.20	Reimbursement Expenditures.	46
F.21	Change in Use of the Project.....	46
F.22	Rebate Obligations.	46
F.23	No Federal Guarantee.	47
F.24	No Notices or Inquiries from IRS.	47
F.25	Amendments.....	47
F.26	Reasonable Expectations.....	47
F.27	Assignment.	47

AGREEMENT

1. AUTHORITY.

- (a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 13475 et seq. of the Water Code, and Resolution Nos. 2019-0064 and 2021-0021.
- (b) The Recipient is authorized to enter into this Installment Sale Agreement (Agreement) pursuant to Resolution No. 2842.

2. INTENTION.

- (a) The Recipient desires to receive financial assistance for and undertake work required for the wastewater construction Project according to the terms and conditions set forth in this Agreement.
- (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement, with the expectation that the Recipient shall repay all of the financial assistance to the State Water Board.
- (c) The Recipient intends to evidence its obligation to submit Payments to the State Water Board and secure its obligation with Net Revenues of its wastewater enterprise, as set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.
- (d) The Recipient intends to certify and evidence its compliance with the Tax Covenants set forth in Exhibit F.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

- (a) The Recipient hereby sells to the State Water Board and the State Water Board hereby purchases from the Recipient the Project. Simultaneously therewith, the Recipient hereby purchases from the State Water Board, and the State Water Board hereby sells to the Recipient, the Project in accordance with the provisions of this Agreement. All right, title, and interest in the Project shall immediately vest in the Recipient on the date of execution and delivery of this Agreement by both parties without further action on the part of the Recipient or the State Water Board.
- (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:
- i. The Recipient must deliver to the Division a resolution authorizing this Agreement.
 - ii. The Recipient must deliver an opinion of bond counsel and general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
- (c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Final Payment Date.
- (d) This Agreement includes the following exhibits and attachments thereto:

- i. EXHIBIT A – SCOPE OF WORK
- ii. EXHIBIT B – FUNDING TERMS
- iii. EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS
- iv. EXHIBIT D – SPECIAL CONDITIONS
- v. EXHIBIT E – PAYMENT SCHEDULE
- vi. EXHIBIT F – TAX CERTIFICATE

(e) This Agreement includes the following documents incorporated by reference:

- i. the Final Plans & Specifications, which are the basis for the construction contract to be awarded by the Recipient;
- ii. the Waste Discharge Requirement Order No. R2-2019-0017 and National Pollutant Discharge Elimination System Permit No. CA00038873;
- iii. the Recipient's Reimbursement Resolution No. 2844, dated October 22, 2018;
- iv. the Recipient's Tax Questionnaire dated December 16, 2020.
- v. the Davis-Bacon requirements found at:

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/davis-bacon_2021_cwsrf-governmental_entities_public.pdf

;

(f) This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by with the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

4. PARTY CONTACTS

State Water Board		Union Sanitary District	
Section:	Division of Financial Assistance		
Name:	Michael Parra	Name: Raymond Chau	Title: Manager of Technical Services
Address:	1001 I Street, 16th Floor	Address:	5072 Benson Road
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Union City, CA 94587
Phone:	(916) 341-5956	Phone:	(510) 477-7606
Email:	Michael.parra@waterboards.ca.gov	Email:	raymond@unionsanitary.ca.gov

The Recipient may change its contact upon written notice to the Division, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Recipient of any changes to its contact.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Bank" means the California Infrastructure and Economic Development Bank.

"Bond Funded Portion of the Project Funds" means any portion of the Project Funds which was or will be funded with Bond Proceeds.

"Bond Proceeds" means original proceeds, investment proceeds, and replacement proceeds of Bonds.

"Bonds" means any series of bonds issued by the Bank, the interest on which is excluded from gross income for federal tax purposes, all or a portion of the proceeds of which have been, are, or will be applied by the State Water Board to fund all or any portion of the Project Costs or that are secured in whole or in part by Payments paid hereunder.

"Charge In Lieu of Interest" means any fee or charge in lieu of some or all of, but not to exceed, the interest that would otherwise be owed under this Agreement, as set forth in Exhibit E.

"Code" as used in Exhibit F of this Agreement means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is identified in Exhibit A of this Agreement.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Debt Service" means, as of any date, with respect to outstanding System Obligations and, in the case of the additional debt tests in Exhibit B of this Agreement, any System Obligations that are proposed to be outstanding, the aggregate amount of principal and interest scheduled to become due (either at maturity or by mandatory redemption), together with any Charge In Lieu of Interest on this Obligation or other System Obligations to the State Water Board, calculated with the following assumptions:

a. Principal payments (unless a different subdivision of this definition applies for purposes of determining principal maturities or amortization) are made in accordance with any amortization schedule published for such principal, including any minimum sinking fund payments;

- b. Interest on a variable rate System Obligation that is not subject to a swap agreement and that is issued or will be issued as a tax-exempt obligation under federal law, is the average of the SIFMA Municipal Swap Index, or its successor index, during the 24 months preceding the date of such calculation;
- c. Interest on a variable rate System Obligation that is not subject to a swap agreement and that is issued or will be issued as a taxable obligation under federal law, is the average of LIBOR, or its successor index, during the 24 months preceding the date of such calculation;
- d. Interest on a variable rate System Obligation that is subject to a swap agreement is the fixed swap rate or cap strike rate, as appropriate, if the variable rate has been swapped to a fixed rate or capped pursuant to an interest rate cap agreement or similar agreement;
- e. Interest on a fixed rate System Obligation that is subject to a swap agreement such that all or a portion of the interest has been swapped to a variable rate shall be treated as variable rate debt under subdivisions (b) or (c) of this definition of Debt Service;
- f. Payments of principal and interest on a System Obligation are excluded from the calculation of Debt Service to the extent such payments are to be paid from amounts then currently on deposit with a trustee or other fiduciary and restricted for the defeasance of such System Obligations;
- g. If 25% or more of the principal of a System Obligation is not due until its final stated maturity, then principal and interest on that System Obligation may be projected to amortize over the lesser of 30 years or the Useful Life of the financed asset, and interest may be calculated according to subdivisions (b)-(e) of this definition of Debt Service, as appropriate.

"Deputy Director" means the Deputy Director of the Division.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"EBDA" means East Bay Dischargers Authority, a joint exercise of powers agency created pursuant to the EBDA Joint Powers Agreement.

"EBDA Joint Powers Agreement" means the East Bay Dischargers Authority Joint Powers Agreement dated February 15, 1974, as amended, and as further amended and restated by the East Bay Dischargers Authority Amended and Restated Joint Powers Agreement, dated as of July 1, 2020, as may be amended and supplemented in accordance with the terms thereof.

"Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.

"Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

"Event of Default" means the occurrence of any of the following events:

- a) Failure by the Recipient to make any payment required to be paid pursuant to this Agreement, including Payments;

- b) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- c) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
- d) Failure by the Recipient to comply with the additional debt test or reserve fund requirement, if any, in Exhibit B or Exhibit D of this Agreement;
- e) Failure to operate the System or the Project without the Division's approval;
- f) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- g) The occurrence of a material breach or event of default under any System Obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
- h) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- i) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code; or
- j) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the System or the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Final Payment Date" is the date by which all principal and accrued interest due under this Agreement is to be paid in full to the State Water Board and is specified on the Cover Page of this Agreement.

"Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds reimbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Listed Event" means, so long as the Recipient has outstanding any System Obligation subject to Rule 15c2-12, any of the events required to be reported with respect to such System Obligation pursuant to Rule 15c2-12(b)(5).

"Material Obligation" means an obligation of the Recipient that is material to this transaction, including System Obligations.

"Maximum Annual Debt Service" means the maximum amount of Debt Service due on System Obligations in a Fiscal Year during the period commencing with the Fiscal Year for which such calculation is made and within the next five years in which Debt Service for any System Obligations will become due.

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Obligation" means the obligation of the Recipient to make Payments (including Additional Payments) as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being used to fund the Project as specified in the Project Description in Exhibit A and Exhibit B and in the documents thereby incorporated by reference.

"Operations and Maintenance Costs" means (i) costs spent or incurred for maintenance and operation of the System calculated in accordance with GAAP, including (among other things) the reasonable expenses of management and repair and other expenses that are necessary to maintain and preserve the System in good repair and working order, including administrative costs of the Recipient that are charged directly or apportioned to the System, including but not limited to salaries and wages of employees, payments to the Public Employees Retirement System, overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys or engineers and insurance premiums, and including all other reasonable and necessary costs of the Recipient or charges (other than debt service payments) required to be paid by it to comply with the terms of any System Obligation; and (ii) costs allocable to the Recipient under the EBDA Joint Powers Agreement which constitute maintenance and operation costs of the EBDA calculated in accordance with GAAP; *but excluding* in all cases (a) depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature, (b) all capital charges, and (c) all amounts allocable to the Recipient under the EBDA Joint Powers Agreement for capital costs thereof, including principal and interest on any bonds, notes or other evidence of indebtedness of EBDA.

"Parity Obligation" means a debt obligation of the Recipient on parity with this Obligation. The Recipient's Parity Obligations are these:

- Installment Purchase Agreement by and between Union Sanitary District and Union Sanitary District Financing Authority, Dated as of January 1, 2020, Relating to \$64,160,000 Union Sanitary District Financing Authority Revenue Bonds, Series 2020A.
- Installment Purchase Agreement by and between Union Sanitary District and Union Sanitary District Financing Authority, Dated as of July 1, 2021, Relating to \$99,505,000 Union Sanitary District Financing Authority Revenue Bonds, Series 2021A

"Payment" means any payment due to the State Water Board from the Recipient pursuant to this Agreement.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, and may include capitalized interest.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Recipient" means Union Sanitary District.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Reimbursement Resolution" means the Recipient's reimbursement resolution identified and incorporated by reference in this Agreement.

"Reserve Fund" means the reserve fund required pursuant to Exhibit B of this Agreement.

"Revenues" means all income, rents, rates, fees, charges and other moneys derived from the ownership or operation of the System, including, without limiting the generality of the foregoing;

- (i) Rates and charges collected by the Recipient on the Alameda County, California tax roll in accordance with section 5473 of the Health and Safety Code (or any successor provisions thereto);
- (ii) All other income, rents, rates, fees, charges or other moneys derived by the Recipient through the facilities of or in the conduct or operation of the business of the System;
- (iii) The proceeds of any stand-by or availability charges, development fees and connection charges collected by the Recipient; and
- (iv) The earnings on and income derived from the investment of amounts described in clauses (i), (ii) and (iii) above from Recipient reserves;

But excluding:

- (1) Customers' deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the Recipient;
- (2) Any proceeds of taxes or assessments which are restricted by law to be used by the Recipient to pay bonds or other obligations heretofore or hereafter issued; and
- (3) Gain or loss on the sale of any capital assets as permitted hereby.

"Revenues" also include all amounts transferred from the Reserve Fund to the Enterprise Fund; income from investment of money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf. "Revenues" do not include any amounts transferred from the Enterprise Fund to the Reserve during any Fiscal Year.

"Rule 15c2-12(b)(5)" means Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

"Senior Obligation" means a debt obligation of the Recipient that is senior to this Obligation. There are no Senior Obligations.

"SRF" means the Clean Water State Revolving Fund.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board.

"Subordinate Obligation" means a debt obligation of the Recipient that is subordinate to this Obligation. The Recipient has the following Subordinate Obligations:

- WIFIA Loan Agreement (as such agreement may be amended or supplemented), dated December 2021, by and among the United States Environmental Protection Agency, the Union Sanitary District Financing Authority and the District, for the Enhanced Treatment and Site Upgrade Phase 1 Projects (WIFIA – N20104CA) (WIFIA loan).

"System" means the whole and each and every part of the wastewater collection, conveyance, treatment and disposal system of the Recipient, including all real property and buildings, including the portion thereof existing on the date hereof, and including all additions, betterments, extensions and improvements to such wastewater system or any part thereof hereafter acquired or constructed, including recycled water facilities of the Recipient and the Recipient's interest in the facilities of the EBDA pursuant to the EBDA Joint Powers Agreement and related agreements.

"System Obligation" means any obligation of the Recipient payable from the Revenues, including but not limited to this Obligation, any Parity Obligation, any Subordinate Obligation, and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.

"Useful Life" means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

"Year" means calendar year unless otherwise expressly indicated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

UNION SANITARY DISTRICT:

By: _____
Name: Raymond Chau
Title: Manager of Technical Services

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

(a) The Project is the project set forth on the Cover Page of this Agreement.

(b) The Useful Life of this Project is at least thirty (30) years.

(c) Project Purpose and Description.

The Project is for the benefit of the Recipient and has a Useful Life of at least 30 years. The purpose of the Project is to provide the Alvarado Wastewater Treatment Plant with a source of reliable back-up power in the event of a power failure.

(d) Scope of Work.

The Recipient will install a new prefabricated building and emergency standby generators and controls. The Project includes construction and installation of the following:

- A prefabricated metal building shall be sized for four generators, a standby power distribution and paralleling switchgear, generator control panels, motor control center programmable logic controllers, and other required equipment to properly run the standby generators.
- 3 new 2.5 MW generators shall be placed in the prefabricated building.
- New double-ended switchgear and enclosure to replace existing Substation No. 2.
- New aboveground diesel tank and appurtenances.
- New waste oil tank or provisions to connect to the existing underground waste oil tank.
- New transformers.
- New motor control centers.
- New fuel and water pumps.
- New underground electrical duct banks.

A.2. STANDARD PROJECT REQUIREMENTS.

A.2.1 Acknowledgements.

The Recipient shall include the following acknowledgement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California’s Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

A.2.2 Reports

A.2.2.1 Progress Reports.

(a) The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement.

(b) The Recipient must provide a progress report with each reimbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B.

(c) A progress report must contain the following information:

- i. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- ii. A description of compliance with environmental requirements;
- iii. A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- iv. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.2.2.2 Project Completion Report.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate Regional Water Board on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.2.2.4 [Reserved.]

A.2.2.5 DBE Reports for SRF Projects.

The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of

Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.2.3 Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



a.

b. "Funding for this Standby Power Generation System Upgrade Project has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."

The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

A.2.4 Commencement of Operations.

Upon Completion of Construction of the Project, the Recipient must expeditiously initiate Project operations.

A.3 DATES & DELIVERABLES.

(a) Time is of the essence.

(b) The Recipient must expeditiously proceed with and complete construction of the Project.

(c) The following dates are established as on the Cover Page of this Agreement:

- i. Eligible Work Start Date
- ii. Eligible Construction Start Date
- iii. Completion of Construction Date
- iv. Final Reimbursement Request Date
- v. Records Retention End Date
- vi. Final Payment Date

(d) The Recipient must award the prime construction contract timely.

(e) The Recipient agrees to start construction no later than February 14, 2022.

(f) The Recipient must deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date.

- (g) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final reimbursement request to the Division on or before the Final Reimbursement Request Date, unless prior approval has been granted by the Division.

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND REIMBURSEMENTS

B.1.1 Funding Contingency and Other Sources.

(a) If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.

(b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board to be applied to Payments due hereunder, if any.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project, including associated planning and design costs is thirty-three million four hundred thirty-five thousand dollars and no cents (\$33,435,000.00).

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 [Reserved.]

B. 1.5 Budget Costs.

(a) Estimated budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$26,300,000	\$26,300,000
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$1,315,000	\$1,315,000
Allowances (Soft Costs)	\$5,820,000	\$5,820,000
TOTAL	\$33,435,000	\$33,435,000

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

(b) Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.1.6 Contingent Disbursement.

(a) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

(b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

(c) Construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient.

(d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.

(e) Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

(f) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

(g) The Recipient agrees to ensure that its final reimbursement request is received by the Division no later than the Final Reimbursement Request Date. If the final reimbursement request is not received timely, the undisbursed balance of this Agreement will be deobligated.

(h) The Recipient is not entitled to interest earned on undisbursed funds.

B.1.7 Reimbursement Procedure.

Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a reimbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late reimbursement requests may not be honored.

3. The Recipient may request reimbursement of eligible construction and equipment costs consistent with budget amounts approved by the Division in the Final Budget Approval.
4. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
5. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement request. Supporting documentation (e.g., receipts) must be submitted with each reimbursement request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed reimbursement request. Reimbursement requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
6. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future disbursements.
7. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
8. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.
9. No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. as of the date costs are incurred by the Recipient.

B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Placement on the ballot or passage of an initiative or referendum to repeal or reduce the Recipient's taxes, assessments, fees, or charges levied for operation of the System or payment of debt service on System Obligations;
- (c) Commencement of litigation or a judicial or administrative proceeding related to the Project, System, or Revenues that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- (d) Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or

- federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (e) A material adverse change in the condition of the Recipient, the Revenues, or the System, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
 - (f) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
 - (g) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project or the System;
 - (h) An event requiring Notice as set forth in Exhibit C;
 - (i) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds.

All requests for reimbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

B.2 RECIPIENT'S PAYMENT OBLIGATION, PLEDGE, AND RESERVE

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.2.2 Estimated Principal Payment Due.

The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is thirty-three million four hundred thirty-five thousand dollars and no cents (\$33,435,000.00).

B.2.3 Interest Rate and In-Lieu of Interest Charges.

(a) The Recipient agrees to make all Payments according to the schedule in Exhibit E, and as otherwise set forth herein, at an interest rate of eight tenths (.80%) per annum.

(b) Interest will accrue beginning with each disbursement.

(c) In lieu of, and not to exceed, interest otherwise due under this Agreement, the Recipient agrees to pay the following charge(s), as further set forth in Exhibit E:

- an Administrative Service Charge
- a Small Community Grant Fund Charge

B.2.4 [Reserved.]

B.2.5 Obligation Absolute.

The obligation of the Recipient to make the Payments and other payments required to be made by it under this Agreement, from the Net Revenues and/or other amounts legally available to the Recipient therefor, is absolute and unconditional, and until such time as the Payments and Additional Payments have been paid in full, the Recipient must not discontinue or suspend any Payments or other payments required to be made by it hereunder when due, whether or not the Project, or any related part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

B.2.6 Payment Timing.

(a) Beginning one year after Completion of Construction, the Recipient must submit an annual Payment of the principal of the Project Funds, together with all interest accruing thereon. The Recipient must make Payments fully amortizing the total principal of the Project by the Final Payment Date. Payments are based on a standard fully amortized assistance amount with equal annual payments.

(b) The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, plus any Charge In Lieu of Interest, less the Payment. Payment calculations will be made beginning one (1) year after Completion of Construction. Exhibit E is a payment schedule based on the provisions of this Exhibit and an estimated disbursement schedule. Actual payments will be based on actual disbursements.

(c) Upon Completion of Construction and submission of necessary reports by the Recipient, the Division will prepare an appropriate payment schedule and supply the same to the Recipient. The Division may amend this schedule as necessary to accurately reflect amounts due under this Agreement. The Division will prepare any necessary amendments to the payment schedule and send them to the Recipient. The Recipient must make each Payment on or before the due date therefor. A ten (10) day grace period will be allowed, after which time a penalty in the amount of costs incurred by the State Water Board will be assessed for late payment. These costs may include, but are not limited to, lost interest earnings, staff time, bond debt service default penalties, if any, and other related costs. For purposes of penalty assessment, payment will be deemed to have been made if payment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Recipient. The interest penalty will be assessed from the payment due date.

(d) The Recipient is obligated to make all payments required by this Agreement to the State Water Board, notwithstanding any individual default by its constituents or others in the payment to the Recipient of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Recipient. The Recipient must provide for the punctual payment to the State Water Board of all amounts which become due under this Agreement and which are received from constituents or others in the payment to the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any Charge to provide payment by the Recipient under this Agreement, to enforce or to collect such Charge, or to pay over to the State Water Board any money collected on account of such Charge

necessary to satisfy any amount due under this Agreement, the State Water Board may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the State Water Board. Action taken pursuant hereto shall not deprive the State Water Board of, or limit the application of, any other remedy provided by law or by this Agreement.

(e) Each Payment must be paid in lawful money of the United States of America by check or other acceptable form of payment set forth at www.waterboards.ca.gov/make_a_payment. The Recipient must pay Payments and Additional Payments from Net Revenues and/or other amounts legally available to the Recipient therefor.

B.2.7 Pledged Revenues.

B.2.7.1 Establishment of Enterprise Fund and Reserve Fund.

In order to carry out its System Obligations, the Recipient covenants that it shall establish and maintain or shall have established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. As required in this Exhibit, the Recipient must establish and maintain a Reserve Fund.

B.2.7.2 Pledge of Revenues, Enterprise Fund, and Reserve Fund.

The Obligation hereunder shall be secured by a lien on and pledge of the Enterprise Fund, Revenues, and any Reserve Fund on parity with the Parity Obligations. The Recipient hereby pledges and grants such lien on and pledge of the Enterprise Fund, Revenues, and any Reserve Fund to secure the Obligation, including payment of Payments and Additional Payments hereunder. The Enterprise Fund, Revenues in the Enterprise Fund, and any Reserve Fund shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.

B.2.7.3 Application and Purpose of the Enterprise Fund.

Subject to the provisions of any outstanding System Obligation, money on deposit in the Enterprise Fund shall be applied and used first, to pay Operations and Maintenance Costs, and thereafter, all amounts due and payable with respect to the System Obligations in order of priority. After making all payments hereinabove required to be made in each Fiscal Year, the Recipient may expend in such Fiscal Year any remaining money in the Enterprise Fund for any lawful purpose of the Recipient.

B.2.8 No Prepayment.

Pursuant to State Water Board's Debt Management Policy, adopted on October 3, 2017, the Recipient may not prepay any portion of the principal and interest due under this Agreement without the written consent of the Deputy Director of the Division.

B.2.9 Reserve Fund.

Prior to Completion of Construction, the Recipient must establish a restricted Reserve Fund, held in its Enterprise Fund, equal to one year's Debt Service on this Obligation. The Recipient must maintain the Reserve Fund throughout the term of this Agreement. The Reserve Fund is subject to lien and pledged as security for this Obligation, and its use is restricted to payment of this Obligation during the term of this Agreement.

B.3 RATES, FEES AND CHARGES.

(a) The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are equal to the sum of (i) at least 120% of the Maximum Annual Debt Service with respect to all outstanding System Obligations senior to and on parity with the Obligation and (ii) at least 110% of the Maximum Annual Debt Service with respect to all outstanding System Obligations subordinate to the Obligation, so long as System Obligations other than this Obligation are outstanding. Upon defeasance of all System Obligations other than this Obligation, this ratio must be at least 120%, except where System Obligations are defeased pursuant to refunding obligations. For the purposes of this paragraph B.3, the Recipient's WIFIA loan shall be counted as a Parity Obligation.

(b) The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

(c) Upon consideration of a voter initiative to reduce Revenues, the Recipient must make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in this Section. The Recipient must make its findings available to the public. The Recipient's Authorized Representative must request, if necessary, the authorization of the Recipient's decision-maker or decision-making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in this Agreement and its obligation to operate and maintain the Project for its Useful Life. The Recipient must diligently pursue and bear any and all costs related to such challenge. The Recipient must notify and regularly update the State Water Board regarding the status of any such challenge.

B.4 ADDITIONAL DEBT.

(a) The Recipient's future debt that is secured by Revenues pledged herein may not be senior to this Obligation.

(b) The Recipient may issue additional parity or subordinate debt only if all of the following conditions are met:

- i. Net Revenues in the most recent Fiscal Year, excluding transfers from a rate stabilization fund, if any, adjusted to reflect increases approved by the Recipient's Board of Directors and in effect, meet the ratio for rate covenants set forth in this Exhibit with respect to any outstanding and proposed additional obligations;
- ii. The Recipient is in compliance with any reserve fund requirement of this Obligation.
- iii. For the purposes of this paragraph B.4.b, the Recipient's WIFIA loan shall be counted as a Parity Obligation.

B.5 NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, System, or Revenues except as otherwise provided or permitted by this Agreement.

EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS

C.1 REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of this Agreement by the Recipient.

C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the System, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the System or any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.9 System Obligations

The Recipient has no System Obligations other than those defined in this Agreement.

C.1.10 No Other Material Debt.

The Recipient has no Material Obligations other than System Obligations.

C.1.11 Compliance with State Water Board Funding Agreements.

The Recipient represents that it is in compliance with all State Water Board funding agreements to which it is a party.

C.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- i. return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
- ii. accelerate the payment of any principal owed under this Agreement, all of which shall be immediately due and payable;
- iii. pay interest at the highest legal rate on all of the foregoing; and
- iv. pay any Additional Payments.

C.2.2 [Reserved.]

C.2.3 Judicial remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- i. by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- ii. by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement, including but not limited to the imposition and collection of rates for the services of the System sufficient to meet all requirements of this Agreement; and
- iii. take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to collect the Payments then due or thereafter to become due, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.4 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.5 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.6 Damages for Breach of Federal Conditions.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.7 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the claims procedures provided to the Recipient under this Agreement.

C.2.8 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's Obligation to pay Payments as provided herein or shall affect or impair the right of the State Water Board to bring suit to enforce such payment. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.9 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3 STANDARD CONDITIONS

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, reimbursement requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

(a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

(b) The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

(c) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

- i. Establish an official file for the Project which adequately documents all significant actions relative to the Project;
- ii. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
- iii. Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
- iv. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and indirect costs;
- v. Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
- vi. If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.

(d) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Completion of Construction. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be in writing and directed to the contact listed in Section 4 and to the Division's Chief of Loans and Grants Administration Section.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

(a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a

certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.

(b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Policy ; and
- (c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

(a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) Recipient must continue with the responsibilities under this Agreement during any dispute.

(d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 [Reserved.]

C.3.15 Environmental Clearance.

(a) No work that is subject to CEQA or NEPA may proceed under this Agreement unless the State Water Board has provided environmental clearance. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

(b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State

Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 Leveraging Covenants.

(a) Notwithstanding any other provision hereof, the Recipient covenants and agrees that it will comply with the Tax Covenants set forth in Exhibit F of this Agreement.

(b) The Recipient covenants to furnish such financial, operating and other data pertaining to the Recipient as may be requested by the State Water Board to: (i) enable the State Water Board to cause the issuance of Bonds and provide for security therefor; or (ii) enable any underwriter of Bonds issued for the benefit of the State Water Board to comply with Rule 15c2-12(b)(5). The Recipient further covenants to provide the State Water Board with copies of all continuing disclosure documents or reports that are disclosed pursuant to (i) the Recipient's continuing disclosure undertaking or undertakings made in connection with any outstanding System Obligation, (ii) the terms of any outstanding System Obligation, or (iii) a voluntary disclosure of information related to an outstanding System Obligation. The Recipient must disclose such documents or reports to the State Water Board at the same time such documents or reports are submitted to any dissemination agent, trustee, nationally recognized municipal securities information repository, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other person or entity.

C.3.22 No Discrimination.

(a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

(b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.

(c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

(d) The Recipient's obligations under this section shall survive the term of this Agreement.

(e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(h) The Recipient, its contractors, and subcontractors must comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).

(i) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(j) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.23 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.24 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.25 Notice.

Upon the occurrence of any of the following events, the Recipient must provide notice as set forth below.

- (a) Within 24 hours of the following, the Recipient must notify the Division by phone at (916) 327-9978 and by email to Michael.parra@waterboards.ca.gov and Robert.pontureri@waterboards.ca.gov, CleanWaterSRF@waterboards.ca.gov;
 - i. The seizure of, or levy on, any Revenues securing this Agreement;
 - ii. Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) Within five (5) business days, the Recipient must notify the Division by phone at (916) 327-9978; by email to Lance.Reese@waterboards.ca.gov, Michael.parra@waterboards.ca.gov and Robert.pontureri@waterboards.ca.gov, CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project or the System or change of management or service contracts, if any, for operation of the System;
 - iii. Loss, theft, damage, or impairment to Project, the Revenues or the System;
 - iv. Failure to meet any debt service coverage test in Exhibit B of this Agreement;
 - v. Draws on the Reserve Fund;
 - vi. Listed Events and Events of Default, except as otherwise set forth in this section;
 - vii. Failure to observe or perform any covenant or comply with any condition in this Agreement;
 - viii. An offer from a public entity to purchase the Project or the System or any portion thereof, or any of the real or personal property related to or necessary for the Project;

- ix. A proceeding or action by a public entity to acquire the Project or the System by power of eminent domain;
 - x. Incurrence of a System Obligation or other Material Obligation by the Recipient; or
 - xi. A default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a System Obligation or other Material Obligation of the Recipient, any of which reflect financial difficulties.
- (c) Within ten (10) business days, the Recipient must notify the Division by phone at (916) 327-9978, by email to Michael.parra@waterboards.ca.gov and Robert.pontureri@waterboards.ca.gov, CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of the following events:
- i. Material defaults on Material Obligations, other than this Obligation;
 - ii. Unscheduled draws on material debt service reserves or credit enhancements, reflecting financial difficulties;
 - iii. Substitution of credit or liquidity providers, if any or their failure to perform;
 - iv. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the System or the Recipient's continued existence;
 - v. Circulation of a petition to repeal, reduce, or otherwise challenge the Recipient's rates for services of the System;
 - vi. Consideration of dissolution, or disincorporation, or any other event that could materially impair the Revenues;
 - vii. Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
 - viii. Rating changes on outstanding System Obligations, if any;
 - ix. Issuance of additional Parity Obligations;
 - x. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board; or
 - xi. Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) The Recipient must notify the Division promptly by phone at (916) 327-9978, by email to Michael.parra@waterboards.ca.gov and Robert.pontureri@waterboards.ca.gov, CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of any of the following events:
- i. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - ii. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;

- iii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- iv. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- v. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- vi. Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
- vii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- viii. Any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, as required by Exhibit C.4.3(xxvii);
- ix. Any events requiring notice to the Division pursuant to the provisions of this Agreement;
- x. Completion of Construction of the Project, and actual Project Completion;
- xi. The award of the prime construction contract for the Project;
- xii. Initiation of construction of the Project.

C.3.26 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the System during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System must be free and clear of all claims and liens. If such net proceeds are insufficient to reconstruct, repair, or restore the System to the extent necessary to enable the Recipient to pay all remaining unpaid principal portions of the Payments, if any, in accordance with the terms of this Agreement, the Recipient must provide additional funds to restore or replace the damaged portions of the System.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional

insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.27 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.28 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.29 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. In addition, the Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in Section 3 of this Agreement.

C.3.30 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.31 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising

Exhibit C

out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.32 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

C.3.33 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C.3.34 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.35 Timeliness.

Time is of the essence in this Agreement.

C.3.36 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.37 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.38 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4 MISCELLANEOUS STATE AND FEDERAL REQUIREMENTS

C.4.1 [Reserved.]

C.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- i. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- ii. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- iii. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- iv. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- v. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- vi. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- vii. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- viii. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- ix. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- x. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

C.4.3 Federal Requirements and Cross-Cutters for SRF Funding.

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:

- i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings,

manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

- ii. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 3 of this Agreement in all construction contracts and subcontracts.
- iii. The Recipient must comply with the signage requirements set forth in Exhibit A.
- iv. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- v. The Recipient shall comply with applicable EPA general terms and conditions found at EPA General Terms and Conditions effective November 12, 2020 or later | US EPA.
- vi. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award Management, to the State Water Board.
- vii. [Reserved.]
- viii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- ix. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- x. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- xi. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- xii. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.

Exhibit C

- xiii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- xiv. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- xv. The Recipient certifies to the best of its knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.

- xvi. The Recipient must comply with the following federal non-discrimination requirements:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - e. 40 CFR Part 7, as it relates to the foregoing.
- xvii. If the Project relates to construction of a publicly owned treatment works, where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.

- xviii. If the Project relates to construction of a publicly owned treatment works, the Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the Project that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the Recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.
- xix. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such

Exhibit C

provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- xx. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.
- xxi. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- xxii. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- xxiii. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- xxiv. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- xxv. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- xxvi. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- xxvii. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- xxviii. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- xxix. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- xxx. The Recipient certifies that no Project Funds will be used on:
- a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - b. Telecommunications or video surveillance services produced by such entities;
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - d. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

EXHIBIT D – SPECIAL CONDITIONS

Environmental:

1. The document identified below is incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 - a. The Mitigation Monitoring and Reporting Program adopted on September 27, 2021 for the Project. The Recipient must implement all mitigation measures therein.
2. The Recipient shall make no changes in the Project, construction area, or special conditions, without obtaining the appropriate and necessary prior approval from the State Water Board.

REPORTING TO THE STATE WATER BOARD

1. In the Recipient's Progress Reports/Quarterly Reports and the Project Completion Report, submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with all environmental measures identified in this Exhibit D, with separate sections clearly labeled with section titles, discussing the status of Recipients compliance with:
 - a. Mitigation Measure BIO-1 for Biological Resources
 - b. Mitigation Measures ARCH 1 – ARCH 6 for Cultural Resource

Legal:

RUSSIAN SANCTIONS

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

EXHIBIT E – PAYMENT SCHEDULE

See the attached preliminary Payment Schedule. The final Payment Schedule will be forwarded to the Recipient after all disbursements have been paid and construction of the Project has been completed.

California CWSRF Payment Schedule

Principal is paid over: 30 Years

Project No. 8498-110 - Union Sanitary District

Interest rate: 0.80000%

Agreement: D2101015 - based on Actual + Projected Disbursements

Standby Power Generation System Upgrade Project

Ref Num	Due Date	Date Received	Principal Payment	Interest Rate%	Interest Payment	Total P and I Payment	Total Payment	Ending Balance	CPI Interest
1	5/13/2025		883,308.98	0.800	204,536.90	1,087,845.88	1,087,845.88	28,055,761.02	0.00
2	5/13/2026		1,013,187.65	0.800	248,528.12	1,261,715.77	1,261,715.77	31,538,503.37	0.00
3	5/13/2027		1,009,407.74	0.800	252,308.03	1,261,715.77	1,261,715.77	30,529,095.63	0.00
4	5/13/2028		1,017,483.00	0.800	244,232.77	1,261,715.77	1,261,715.77	29,511,612.63	0.00
5	5/13/2029		1,025,622.87	0.800	236,092.90	1,261,715.77	1,261,715.77	28,485,989.76	0.00
6	5/13/2030		1,033,827.85	0.800	227,887.92	1,261,715.77	1,261,715.77	27,452,161.91	0.00
7	5/13/2031		1,042,098.47	0.800	219,617.30	1,261,715.77	1,261,715.77	26,410,063.44	0.00
8	5/13/2032		1,050,435.26	0.800	211,280.51	1,261,715.77	1,261,715.77	25,359,628.18	0.00
9	5/13/2033		1,058,838.74	0.800	202,877.03	1,261,715.77	1,261,715.77	24,300,789.44	0.00
10	5/13/2034		1,067,309.45	0.800	194,406.32	1,261,715.77	1,261,715.77	23,233,479.99	0.00
11	5/13/2035		1,075,847.93	0.800	185,867.84	1,261,715.77	1,261,715.77	22,157,632.06	0.00
12	5/13/2036		1,084,454.71	0.800	177,261.06	1,261,715.77	1,261,715.77	21,073,177.35	0.00
13	5/13/2037		1,093,130.35	0.800	168,585.42	1,261,715.77	1,261,715.77	19,980,047.00	0.00
14	5/13/2038		1,101,875.39	0.800	159,840.38	1,261,715.77	1,261,715.77	18,878,171.61	0.00
15	5/13/2039		1,110,690.40	0.800	151,025.37	1,261,715.77	1,261,715.77	17,767,481.21	0.00
16	5/13/2040		1,119,575.92	0.800	142,139.85	1,261,715.77	1,261,715.77	16,647,905.29	0.00
17	5/13/2041		1,128,532.53	0.800	133,183.24	1,261,715.77	1,261,715.77	15,519,372.76	0.00
18	5/13/2042		1,137,560.79	0.800	124,154.98	1,261,715.77	1,261,715.77	14,381,811.97	0.00
19	5/13/2043		1,146,661.27	0.800	115,054.50	1,261,715.77	1,261,715.77	13,235,150.70	0.00
20	5/13/2044		1,155,834.56	0.800	105,881.21	1,261,715.77	1,261,715.77	12,079,316.14	0.00
21	5/13/2045		1,165,081.24	0.800	96,634.53	1,261,715.77	1,261,715.77	10,914,234.90	0.00
22	5/13/2046		1,174,401.89	0.800	87,313.88	1,261,715.77	1,261,715.77	9,739,833.01	0.00
23	5/13/2047		1,183,797.11	0.800	77,918.66	1,261,715.77	1,261,715.77	8,556,035.90	0.00
24	5/13/2048		1,193,267.48	0.800	68,448.29	1,261,715.77	1,261,715.77	7,362,768.42	0.00
25	5/13/2049		1,202,813.62	0.800	58,902.15	1,261,715.77	1,261,715.77	6,159,954.80	0.00
26	5/13/2050		1,212,436.13	0.800	49,279.64	1,261,715.77	1,261,715.77	4,947,518.67	0.00
27	5/13/2051		1,222,135.62	0.800	39,580.15	1,261,715.77	1,261,715.77	3,725,383.05	0.00
28	5/13/2052		1,231,912.71	0.800	29,803.06	1,261,715.77	1,261,715.77	2,493,470.34	0.00
29	5/13/2053		1,241,768.01	0.800	19,947.76	1,261,715.77	1,261,715.77	1,251,702.33	0.00
30	5/13/2054		1,251,702.33	0.800	10,013.62	1,261,715.95	1,261,715.95	0.00	0.00
			33,435,000.00		4,242,603.39	37,677,603.39	37,677,603.39		0.00

EXHIBIT F – TAX CERTIFICATE

F.1 Purpose.

The purpose of this Exhibit F is to establish the reasonable expectations of the Recipient regarding the Project and the Project Funds, and is intended to be and may be relied upon for purposes of Sections 103, 141 and 148 of the Code and as a certification described in Section 1.148-2(b)(2) of the Treasury Regulations. This Exhibit F sets forth certain facts, estimates and circumstances which form the basis for the Recipient's expectation that neither the Project nor the Bond Funded Portion of the Project Funds is to be used in a manner that would cause the Obligation to be classified as "arbitrage bonds" under Section 148 of the Code or "private activity bonds" under Section 141 of the Code.

F.2 Tax Covenant.

The Recipient agrees that it will not take or authorize any action or permit any action within its reasonable control to be taken, or fail to take any action within its reasonable control, with respect to the Project which would result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code.

F.3 Governmental Unit.

The Recipient is a state or local governmental unit as defined in Section 1.103-1 of the Treasury Regulations or an instrumentality thereof (a "Governmental Unit") and is not the federal government or any agency or instrumentality thereof.

F.4 Financing of a Capital Project.

The Recipient will use the Project Funds to finance capital expenditures it has incurred or will incur for the construction, reconstruction, installation or acquisition of the Project in accordance with the terms of this Agreement. Such expenditures shall not have previously been financed with the proceeds of any other issue of indebtedness, except for interim financing by the Recipient the date of maturity, prepayment or redemption of which is within thirty (30) days of the date of disbursement of Project Funds under this Agreement. All Project Funds shall be allocated to expenditures by the Recipient within thirty (30) days of the date of disbursement, including (if at all) Project Funds allocated to repay interim financing of the Recipient. For purposes of this Section F.4, "interim financing" means notes, commercial paper, loans, lines of credit and other forms of short-term borrowing.

F.5 Ownership and Operation of Project.

The Recipient exclusively owns and, except as provided in Section F.12 hereof, operates the Project.

F.6 Temporary Period.

The Recipient reasonably expects that at least eighty-five percent (85%) of the Bond Funded Portion of the Project Funds will be allocated to expenditures for the Project within three (3) years of the earlier of the effective date of this Agreement or the date the Bonds are issued ("Applicable Date"). The Recipient has incurred, or reasonably expects that it will incur within six (6) months of the Applicable Date, a substantial binding obligation (i.e., not subject to contingencies within the control of the Recipient or a related party) to a third party to expend at least five percent (5%) of the Bond Funded Portion of the Project Funds on Project Costs. The completion of acquisition, construction, improvement and equipping of the Project and the allocation of the Bond Funded Portion of the Project Funds to Project Costs will proceed with due diligence.

F.7 Working Capital.

No operational expenditures of the Recipient or any related entity are being, have been or will be financed or refinanced with Project Funds.

F.8 Expenditure of Proceeds.

The Bond Funded Portion of the Project Funds shall be used exclusively for the following purposes: (i) Reimbursement Expenditures (as defined in Section F.20 below), (ii) Preliminary Expenditures (as defined in Section F.20 below) in an aggregate amount not exceeding twenty percent (20%) of the Bond Funded Portion of the Project Funds, (iii) capital expenditures relating to the Project originally paid by the Recipient on or after the date hereof, (iv) interest on the Obligation through the later of three (3) years after the Applicable Date or one (1) year after the Project is placed in service, and (v) initial operating expenses directly associated with the Project in the aggregate amount not more than five percent (5%) of the Bond Funded Portion of the Project Funds.

F.9 Private Use and Private Payments.

No portion of the Project Funds or the Project is being, has been or will be used in the aggregate for any activities that constitute a Private Use (as defined below). No portion of the principal of or interest with respect to the Payments will be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or will be derived from payments in respect of property used for a Private Use. "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than a Governmental Unit. The leasing of the Project or the access by or the use of the Project by a person or entity other than a Governmental Unit on a basis other than as a member of the general public shall constitute a Private Use. Use by or on behalf of the State of California or any of its agencies, instrumentalities or subdivisions or by any local Governmental Unit and use as a member of the general public will be disregarded in determining whether a Private Use exists. Use under an arrangement that conveys priority rights or other preferential benefits is generally not use on the same basis as the general public. Arrangements providing for use that is available to the general public at no charge or on the basis of rates that are generally applicable and uniformly applied do not convey priority rights or other preferential benefits. For this purpose, rates may be treated as generally applicable and uniformly applied even if (i) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (ii) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates. An arrangement that does not otherwise convey priority rights or other preferential benefits is not treated, nevertheless, as general public use if the term of the use under the arrangement, including all renewal options, is greater than 200 days. For this purpose, a right of first refusal to renew use under the arrangement is not treated as a renewal option if (i) the compensation for the use under the arrangement is redetermined at generally applicable, fair market value rates that are in effect at the time of renewal; and (ii) the use of the financed property under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business.

F.10 No Sale, Lease or Private Operation of the Project.

The Project (or any portion thereof) will not be sold or otherwise disposed of, in whole or in part, to any person who is not a Governmental Unit prior to the final maturity date of the Obligation. The Project will not be leased to any person or entity that is not a Governmental Unit prior to the final maturity date of the Obligation. Except as permitted under Section F.12 hereof, the Recipient will not enter any contract or arrangement or cause or permit any contract or arrangement to be entered with persons or entities that are not Governmental Units if that contract or arrangement would confer on such persons or entities any right to use the Project on a basis different from the right of members of the general public. The contracts or arrangements contemplated by the preceding sentence include but are not limited to management contracts, take or pay contracts or put or pay contracts, and capacity guarantee contracts.

F.11 No Disproportionate or Unrelated Use.

No portion of the Project Funds or the Project is being, has been, or will be used for a Private Use that is unrelated or disproportionate to the governmental use of the Project Funds.

F.12 Management and Service Contracts.

The Recipient represents that, as of the date hereof, it is not a party to any contract, agreement or other arrangement with any persons or entities engaged in a trade or business (other than Governmental Units) that involve the management or operation of property or the provision of services at or with respect to the Project that does not comply with the standards of the Treasury Regulations, Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39 and IRS Notice 2014-67, or Revenue Procedure 2017-13, as applicable. The Recipient represents that it will not be party to any such contract, agreement or arrangement with any person or entity that is not a Governmental Unit for the management of property or the provision of services at or with respect to the Project, while the Obligation (including any obligation or series thereof issued to refund the Obligation, as the case may be) is outstanding, except: (a) with respect to any contract, agreement or arrangement that does not constitute "private business use" of the Project under Code §141(b), or (b) with respect to any contract, agreement or arrangement that complies with (i) Revenue Procedure 97-13, 1997-1 C.B. 632, as amended by Revenue Procedure 2001-39, 2001-2 C.B. 38, and as amplified by Notice 2014-67, with respect to contracts entered into before August 18, 2017 and not materially modified or extended after August 18, 2017, or (ii) Revenue Procedure 2017-13, with respect to contracts entered into or materially modified or extended on or after August 18, 2017, or (c) with respect to any contract, agreement or arrangement that does not give rise to use of the Bond Funded Portion of the Project Funds or the Project by a non-Governmental Unit of more than the amount of such non-qualified use permitted by the Code, or (d) in the event that the Recipient receives an opinion of counsel, satisfactory to the State Water Board and the Bank and expert in the issuance of state and local government bonds the interest on which is excluded from gross income under Section 103 of the Code ("Nationally-Recognized Bond Counsel"), that such contract, agreement or arrangement will not adversely affect the exclusion of the interest on the Obligation from gross income for federal income taxation purposes.

F.13 No Disposition of Financed Property.

As of the date hereof, the Recipient does not expect to sell or otherwise dispose of any portion of the Project, in whole or in part, prior to the final maturity date of the Obligation.

F.14 Useful Life of Project.

As of the date hereof, the Recipient reasonably expects that the economic useful life of the Project, commencing at Project Completion, will be at least equal to the term of this Agreement, as set forth in Exhibit A hereto.

F.15 Payments.

Payments generally are expected to be derived from assessments, taxes, fees, charges or other current Revenues of the Recipient in each year, and such current Revenues are expected to equal or exceed the Payments during each payment period. Any amounts accumulated in a sinking fund or bona fide debt service fund to pay Payments (whether or not deposited to a fund or account established by the Recipient) will be disbursed to pay Payments within thirteen months of the initial date of accumulation or deposit. Any such fund used for the payment of Payments will be depleted once a year except for a reasonable carryover amount not exceeding the greater of earnings on such fund or one-twelfth of the Payments in either case for the immediately preceding year.

F.16 No Other Replacement Proceeds.

The Recipient will not use any of the Bond Funded Portion of the Project Funds to replace or substitute other funds of the Recipient that were otherwise to be used to finance the Project or which are or will be used to acquire securities, obligations or other investment property reasonably expected to produce a yield that is materially higher than the yield on the Bonds.

F.17 No Sinking or Pledged Fund.

Except as set forth in Section F.18 below, the Recipient will not create or establish any sinking fund or pledged fund which will be used to pay Payments on the Obligation within the meaning of Section 1.148-1(c) of the Treasury Regulations. If any sinking fund or pledged fund comes into being with respect to the Obligation before the Obligation has been fully retired which may be used to pay the Payments, the Recipient will invest such sinking fund and pledged fund moneys at a yield that does not exceed the yield on the Bonds.

F.18 Reserve Amount.

The State Water Board requires that the Recipient maintain and fund a separate account in an amount equal to one (1) year of debt service with respect to the Obligation (the "Reserve Amount") as set forth in Exhibit B. The Recipient represents that the Reserve Amount is and will be available to pay debt service with respect to the Obligation, if and when needed. The Reserve Amount consists solely of revenues of the Recipient and does not include any proceeds of any obligations the interest on which is excluded from gross income for federal income tax purposes or investment earnings thereon. The aggregate of the Reserve Amount, up to an amount not exceeding the lesser of (i) ten percent of the aggregate principal amount of the Obligation, (ii) the maximum annual debt service with respect to the Obligation, or (iii) 125 percent of the average annual debt service with respect to the Obligation, will be treated as a reasonably required reserve fund.

F.19 Reimbursement Resolution.

The "reimbursement resolution" adopted by the Recipient is incorporated herein by reference.

F.20 Reimbursement Expenditures.

Reimbursements are disallowed, except as specifically authorized in Exhibit B or Exhibit D of this Agreement. To the extent so authorized, a portion of the Bond Funded Portion of the Project Funds may be applied to reimburse the Recipient for Project Costs paid before the date hereof, so long as the Project Cost was (i) not paid prior to sixty (60) days before the Recipient's adoption of a declaration of official intent to finance the Project, (ii) not paid more than eighteen (18) months prior to the date hereof or the date the Project was placed-in-service, whichever is later, and (iii) not paid more than three (3) years prior to the date hereof (collectively, "Reimbursement Expenditures"), unless such cost is attributable to a "preliminary expenditure." Preliminary expenditure for this purpose means architectural, engineering, surveying, soil testing and similar costs incurred prior to the commencement of construction or rehabilitation of the Project, but does not include land acquisition, site preparation and similar costs incident to the commencement of acquisition, construction or rehabilitation of the Project. Preliminary expenditures may not exceed 20% of the Bond Funded Portion of the Project Funds.

F.21 Change in Use of the Project.

The Recipient reasonably expects to use all of the Bond Funded Portion of the Project Funds and the Project for the entire stated term to maturity of the Obligation. Absent an opinion of Nationally-Recognized Bond Counsel to the effect that such use of the Bond Funded Portion of the Project Funds will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code, the Recipient will use the Bond Funded Portion of the Project Funds and the Project solely as set forth in this Agreement.

F.22 Rebate Obligations.

If the Recipient satisfies the requirements of one of the spending exceptions to rebate specified in Section 1.148-7 of the Treasury Regulations, amounts earned from investments, if any, acquired with the Bond Funded Portion of the Project Funds will not be subject to the rebate requirements imposed under Section 148(f) of the Code. If the Recipient fails to satisfy such requirements for any period, it will notify the State Water Board and the Bank immediately and will comply with the provisions of the Code and the Treasury Regulations at such time, including the payment of any rebate amount calculated by the State Water Board or the Bank.

F.23 No Federal Guarantee.

The Recipient will not directly or indirectly use any of the Bond Funded Portion of the Project Funds in any manner that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code, taking into account various exceptions including any guarantee related to investments during an initial temporary period until needed for the governmental purpose of the Bonds, investments as part of a bona fide debt service fund, investments of a reasonably required reserve or replacement fund, investments in bonds issued by the United States Treasury, investments in refunding escrow funds or certain other investments permitted under the Treasury Regulations.

F.24 No Notices or Inquiries from IRS.

Within the last 10 years, the Recipient has not received any notice of a final action of the Internal Revenue Service that determines that interest paid or payable on any debt obligation of the Recipient is or was includable in the gross income of an owner or beneficial owner thereof for federal income tax purposes under the Code.

F.25 Amendments.

The provisions in this Exhibit may be amended, modified or supplemented at any time to reflect changes in the Code upon obtaining written approval of the State Water Board and the Bank and an opinion of Nationally-Recognized Bond Counsel to the effect that such amendment, modification or supplement will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code.

F.26 Reasonable Expectations.

The Recipient warrants that, to the best of its knowledge, information and belief, and based on the facts and estimates as set forth in the tax covenants in this Exhibit, the expectations of the Recipient as set forth in this Exhibit are reasonable. The Recipient is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in the provisions in this Exhibit.

F.27 Assignment.

The Recipient consents to any pledge, sale, or assignment to the Bank or a trustee for the benefit of the owners of the Bonds, if any, at any time of any portion of the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the State Water Board, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement to Payments (but excluding the State Water Board's rights to Additional Payments and to notices, opinions and indemnification under each Obligation).

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**APRIL 11, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: **Award the Construction Contract for the Force Main Corrosion Repairs Project – Phase 3 to Power Engineering Construction Co. (*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 award the construction contract for the Force Main Corrosion Repairs Project – Phase 3 (Project) to Power Engineering Construction Co. (Power Engineering) in the amount of \$1,063,672. Funds for the project have been budgeted in the Renewal and Replacement Fund.

Discussion

The Project was advertised for bids on March 1, 2022. Five bids were received on March 24, 2022, with the results shown in the table below. Please refer to the attached Table 1 for a detailed breakdown of the bids.

Contractor	Total Base Bid Amount	Total of Bid Alternates A and B	Total Contract Price
Power Engineering Construction Co. Alameda, CA	\$1,063,672	\$125,083	\$1,188,755
McGuire and Hester Alameda, CA	\$1,126,550	\$88,000	\$1,214,550
Cratus, Inc. San Francisco, CA	\$1,193,500	\$114,000	\$1,307,500

Contractor	Total Base Bid Amount	Total of Bid Alternates A and B	Total Contract Price
W.R. Forde Associates, Inc. Richmond, CA	\$1,247,000	\$99,000	\$1,346,000
Con-Quest Contractors, Inc. San Francisco, CA	\$1,335,500	\$84,000	\$1,419,500

The Engineer's Estimate for the Project's Total Base Bid is \$1,045,000. The bids ranged from 1.8% to 27.8% above the Engineer's Estimate. The Total Contract Price is the sum of the Total Base Bid Amount and the Total of Bid Alternates A and B, and it was used to determine the lowest responsive and responsible bidder.

The construction contract will include only the Total Base Bid amount, while the prices for Bid Alternates A and B will be available for incorporation during the construction phase. The two bid alternates account for different repair details for the Project's three blow off manholes. Depending on the extent of the corrosion damage discovered during construction, staff can direct the contractor to change the repair detail per the bid alternate prices or to negotiate a different cost at staff's discretion.

Staff reviewed the apparent low bid submitted by Power Engineering and found no irregularities. No bid protests were received by the District. Power Engineering has confirmed that they will construct the Project as bid. Power Engineering is a General Engineering Class A licensed contractor who has successfully completed numerous similar repair projects for Central Costa County Sanitary District, San Francisco Public Utilities Commission, and Silicon Valley Clean Water. Staff contacted these agencies and received positive comments.

The contractor has 160 calendar days to complete project construction, which places the estimated substantial completion in October 2022. Staff plans to hire a consultant to provide construction management and inspection services for the Project as well as the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project, since both projects will be constructed during the same period.

Background

The District operates and maintains the transport system that consists of three pump stations and three lift stations and approximately 12.5 miles of twin force main pipelines. The transport system conveys wastewater from the Irvington and Newark drainage basins to the Alvarado Wastewater Treatment Plant.

Force main facilities include 78 manholes along the pipeline alignment. The attached Figures 1 and 2 show the pipeline alignment from the Irvington Pump Station to the Newark Pump Station,

and from the Newark Pump Station to the Plant, respectively. Of the 78 manholes, 46 of them provide access into the force main pipelines via a manway inside the manholes, and each manway is sealed with a blind flange. At the other 32 manholes, appurtenances such as air release valves or blow off valves are connected to the blind flanges.

The air release valves are located at the higher elevations of the force main pipelines to allow air from the pipelines to vent in order to maintain the full hydraulic capacity of the pipelines. The blow off valves are located at the lower elevations of the force main pipelines to allow staff to drain the wastewater from the pipelines when there is a need to remove as much wastewater as possible, typically for a long-term outage for maintenance or construction activities. This does not happen very often but if there is a need to do so, staff will need to set up pumps and hoses to connect the blow off valves to the closest sanitary sewer manhole.

These facilities were installed over 40 years ago, as part of the original force main construction. Over time, the presence of groundwater, moisture, and the buildup of hydrogen sulfide gas in these force main manholes have caused many of the manways, blind flanges, and appurtenances to become corroded. This corrosion is of primary concern, as failure of any single element could precipitate a leak from the force main pipeline.

In 2011, the District conducted a condition assessment of the force main equipment located in the Irvington Valve Box, Newark Influent and Effluent Valve Boxes, and Alvarado Influent Valve Box. These valve boxes are part of the transport system that delivers wastewater to the Plant and primarily house large diameter cement mortar coated steel piping, knife gate valves, and flanged coupling adaptors (FCAs). The assessment found the existing FCAs were experiencing corrosion and recommended them for replacement. The assessment also recommended refurbishment or replacement of the valves. In 2012, the District completed two phases of the Force Main Improvements Project to replace corroded FCAs, and to rehabilitate and replace knife gate valves on the force main pipelines located within the valve boxes.

In 2004, the District's Force Main Study included a condition assessment of the interior and exterior of the buried force main piping that was constructed of reinforced concrete pipe. The study found the piping to be in good condition and recommended an internal inspection every 10 years and an external inspection every 20 years. In 2016, the District hired Woodard & Curran (formerly RMC Water and Environment) to conduct the internal inspection of the force main piping as it is taken out of service for the District's Force Main Corrosion Repairs Project.

Force Main Corrosion Repairs Projects

During the summer of 2015, staff performed visual inspection inside all 78 force main manholes, and conducted non-destructive testing on elements with the worst corrosion conditions. In the fall of 2015 through the spring of 2016, staff hired Carollo Engineers to review and evaluate the data collected during the inspections and testing; as a result, they recommended that all corroded elements within the 78 manholes be rehabilitated or replaced. Staff hired West Yost Associates to complete preliminary design services in the fall of 2016, and West Yost completed this work while outlining a plan to accomplish the repairs in several phases.

Phase 1 of the Force Main Corrosion Repairs Project addressed repairs in the manholes on the eastern force main between the Newark Pump Station and the Plant, and construction was completed in October 2017.

Phase 2 of the Force Main Corrosion Repairs Project addressed repairs in the manholes on the western force main between the Newark Pump Station and the Plant, and construction was completed in August 2018.

Phase 3 of the Force Main Corrosion Repairs Project will address repairs in the manholes on the western force main between the Irvington Pump Station and the Newark Pump Station. The Project will also include the repairs to the concrete structure of an access manhole located on the Cargill Salt property. In late 2018, the Phase 3 project was put on hold due to the developer's Force Main Relocation Project in Newark. With the completion of the relocated force main pipelines, the construction of the Phase 3 Project can proceed in spring and summer 2022. Figures 3 through 8 are photos of the corrosion damage that will be addressed during the Project.

Previous Board Action

January 23, 2017, the Board authorized the General Manager to execute Task Order No. 2 with West Yost Associates in the amount of \$113,464 to provide design services for the Force Main Corrosion Repairs Project – Phase 1.

June 12, 2017, the Board awarded the construction contract for the Force Main Corrosion Repairs Project – Phase 1 to Cratus, Inc. in the amount of \$821,000.

July 10, 2017, the Board authorized the General Manager to execute Task Order No. 3 with West Yost Associates in the amount of \$33,085 to provide design support services during the construction of the Force Main Corrosion Repairs Project – Phase 1.

October 9, 2017, the Board authorized the General Manager to execute Task Order No. 4 with West Yost Associates in the amount of \$62,248 to provide design services for the Force Main Corrosion Repairs Project – Phase 2.

December 4, 2017, the Board accepted the construction of the Force Main Corrosion Repairs Project – Phase 1 from Cratus, Inc.

March 26, 2018, the Board awarded the contract for the Force Main Corrosion Repairs Project – Phase 2 to Cratus, Inc in the amount of \$931,800.

October 8, 2018, the Board accepted the construction of the Force Main Corrosion Repairs Project – Phase 2 from Cratus, Inc.

October 22, 2018, the Board authorized the General Manager to execute Task Order No. 6 with West Yost Associates in the amount of \$59,533 to provide design services for the Force Main Corrosion Repairs Project – Phase 3.

PRE/RC/AB/AB;mb

Attachments: Figures 1 and 2 – Location Maps
Figure 3 through 8 - Photos
Table 1 – Bid Tabulation Sheet
Agreement



⊕

Access Manhole

⊕

Access/Blow Off Combination

△

ARV

○

Blow Off

●

Rating 1

●

Rating 2

●

Rating 3

●

Not Inspected

LS

Lift Station

PS

Pump Station

—

Twin 33" Force Mains

—

Twin 39" Force Mains

Notes:

1. Rating 1 requires immediate attention.
2. Rating 2 requires repair in 2-3 years.
3. Rating 3 requires repair after 3 years or place on PM schedule.

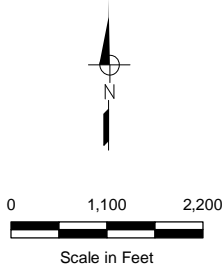


Figure 1

Irvington Pump Station to Newark Pump Station

Manhole Condition Ratings

Union Sanitary District
Force Main Manhole Corrosion Repairs



Legend

⊕ Access Manhole

⊕ Access/Blow Off Combination

△ ARV

○ Blow Off

● Rating 1

● Rating 2

● Rating 3

● Not Inspected

LS Lift Station

PS Pump Station

WWTP Alvarado Treatment Plant

— Twin 33" Force Mains

— Twin 39" Force Mains

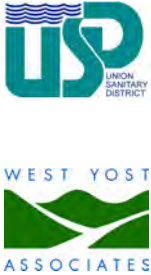
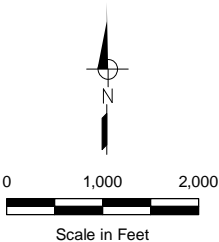


Figure 2

Newark Pump Station to Alvarado Treatment Plant Manhole Condition Ratings

Union Sanitary District
Force Main Manhole Corrosion Repairs

Figures 3 – 8 (Photos)



Figure 3 – Manway at Cargill Salt Fields North Access Manhole



Figure 4 – Blind Flange at Boyce Road Access Manhole



Figure 5 – Valve at Automall ARV Manhole



Figure 6 – Blowoff Tube at Cherry Street Blowoff Manhole



Figure 7 – ARV Piping at Cargill ARV Manhole



Figure 8 – Cargill Salt Fields North Access Manhole

Table 1 - Bid Tabulation Sheet

FORCE MAIN CORROSION REPAIRS PROJECT - PHASE 3 (PROJECT NO. 800-516)
Bid Tabulation Sheet - March 24, 2022

Bid Item No.	Bid Item	Unit of Measurement	Estimated Quantity	Engineer's Estimate		POWER ENGINEERING CONSTRUCTION CO.		MCGUIRE AND HESTER		CRATUS, INC.		W.R. FORDE ASSOCIATES, INC.		CON-QUEST CONTRACTORS, INC.	
				Unit Price	Total Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price
1	Mobilization/Demobilization	LS	1	\$ 44,500.00	\$ 44,500.00	\$ 52,500.00	\$ 52,500.00	\$ 47,000.00	\$ 47,000.00	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
2	Cost for providing all shoring and bracing on all Bid Items above including but not limited to that as required by Sections 6700-6708 of the Labor Code	LS	1	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 250.00	\$ 250.00	\$ 3,000.00	\$ 3,000.00	\$ 160,000.00	\$ 160,000.00	\$ 20,000.00	\$ 20,000.00
3	Repar Option A1 for Access Manways	EA	11	\$ 37,680.00	\$ 414,480.00	\$ 36,272.00	\$ 398,992.00	\$ 31,200.00	\$ 343,200.00	\$ 50,000.00	\$ 550,000.00	\$ 31,000.00	\$ 341,000.00	\$ 33,000.00	\$ 363,000.00
4	Repar Option A2 for Access Manways	EA	1	\$ 42,680.00	\$ 42,680.00	\$ 54,373.00	\$ 54,373.00	\$ 46,400.00	\$ 46,400.00	\$ 57,000.00	\$ 57,000.00	\$ 35,000.00	\$ 35,000.00	\$ 49,000.00	\$ 49,000.00
5	Repar Option B1 for ARV Manholes	EA	2	\$ 42,300.00	\$ 84,600.00	\$ 39,339.00	\$ 78,678.00	\$ 37,600.00	\$ 75,200.00	\$ 58,000.00	\$ 116,000.00	\$ 31,000.00	\$ 62,000.00	\$ 42,000.00	\$ 84,000.00
6	Repar Option B2 for ARV Manholes	EA	2	\$ 46,300.00	\$ 92,600.00	\$ 54,432.00	\$ 108,864.00	\$ 52,500.00	\$ 105,000.00	\$ 63,000.00	\$ 126,000.00	\$ 35,000.00	\$ 70,000.00	\$ 57,000.00	\$ 114,000.00
7	Repar Option B3 for ARV Manholes	EA	1	\$ 30,000.00	\$ 30,000.00	\$ 41,970.00	\$ 41,970.00	\$ 42,000.00	\$ 42,000.00	\$ 63,000.00	\$ 63,000.00	\$ 30,000.00	\$ 30,000.00	\$ 42,000.00	\$ 42,000.00
8	Repar Option C1 for Blow Off Manholes	EA	2	\$ 39,000.00	\$ 78,000.00	\$ 33,283.00	\$ 66,566.00	\$ 29,000.00	\$ 58,000.00	\$ 38,000.00	\$ 76,000.00	\$ 28,000.00	\$ 56,000.00	\$ 34,000.00	\$ 68,000.00
9	Repar Option D1 for Blow Off Manholes	EA	1	\$ 32,000.00	\$ 32,000.00	\$ 41,389.00	\$ 41,389.00	\$ 29,000.00	\$ 29,000.00	\$ 38,000.00	\$ 38,000.00	\$ 28,000.00	\$ 28,000.00	\$ 40,000.00	\$ 40,000.00
10	Implement Biological Control Measures/BMPs and Site Restoration	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 91,352.00	\$ 91,352.00	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00	\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00
11	Groundwater Dewatering Inside Manholes	GAL	50,000	\$ 0.10	\$ 5,000.00	\$ 0.27	\$ 13,500.00	\$ 1.50	\$ 75,000.00	\$ 0.03	\$ 1,500.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
12	Sewage Force Main Dewatering	GAL	700,000	\$ 0.10	\$ 70,000.00	\$ 0.04	\$ 28,000.00	\$ 0.29	\$ 203,000.00	\$ 0.04	\$ 28,000.00	\$ 0.20	\$ 140,000.00	\$ 0.25	\$ 175,000.00
13	Apply Chemical Injection Grout Inside Manhole	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 20,421.00	\$ 20,421.00	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 23,000.00	\$ 23,000.00
14	Abandon Existing Force Main Manhole	EA	1	\$ 14,000.00	\$ 14,000.00	\$ 27,874.00	\$ 27,874.00	\$ 33,000.00	\$ 33,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 22,500.00	\$ 22,500.00
15	Cargill Salt Fields - North Access Manhole	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 39,193.00	\$ 39,193.00	\$ 38,000.00	\$ 38,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00
	10% Contingency				\$ 95,000.00										
	Total Base Bid			(EE Rounded Down)	\$ 1,045,000.00		\$ 1,063,672.00		\$ 1,126,550.00		\$ 1,193,500.00		\$ 1,247,000.00		\$ 1,335,500.00
Percent Under/Over Engineer's Estimate							1.8%		7.8%		14.2%		19.3%		27.8%
	Bid Alternates		Quantity			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A	Repair Option C2 for Blow Off Manholes		2			\$ 41,095.00	\$ 82,190.00	\$ 29,000.00	\$ 58,000.00	\$ 38,000.00	\$ 76,000.00	\$ 33,000.00	\$ 66,000.00	\$ 26,000.00	\$ 52,000.00
B	Repair Option D2 for Blow Off Manholes		1			\$ 42,893.00	\$ 42,893.00	\$ 30,000.00	\$ 30,000.00	\$ 38,000.00	\$ 38,000.00	\$ 33,000.00	\$ 33,000.00	\$ 32,000.00	\$ 32,000.00
	Total of Bid Alternates A and B						\$ 125,083.00		\$ 88,000.00		\$ 114,000.00		\$ 99,000.00		\$ 84,000.00
	Total Contract Price (Total Base Bid + Total of Bid Alternates A and B)						\$ 1,188,755.00		\$ 1,214,550.00		\$ 1,307,500.00		\$ 1,346,000.00		\$ 1,419,500.00

The award is based on the responsive and responsible bidder with the lowest Total Contract Price.

AGREEMENT FOR THE CONSTRUCTION OF

Force Main Corrosion Repairs Project – Phase 3 Project No. 800-516

THIS AGREEMENT, made and concluded, in duplicate, dated _____, between the **UNION SANITARY DISTRICT** ("District"), Union City, California, and **POWER ENGINEERING CONSTRUCTION CO.** ("Contractor"), License No. 488215.

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: **Force Main Corrosion Repairs Project – Phase 3 (Project No. 800-516)** 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 **One Million Sixty-Three Thousand Six Hundred Seventy-Two Dollars (\$1,063,672.00)** (the "Contract Price") computed in accordance with Contractor's accepted proposal dated March 24, 2022, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum does not include Bid Alternates A and B. However, the bid alternate prices must be held throughout the duration of the project. 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.

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:
_____.

POWER ENGINEERING CONSTRUCTION CO.

By: _____
David Mik
President
1501 Viking Street, Suite 200, Alameda, CA 94501

UNION SANITARY DISTRICT

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

ATTEST:

Karen W. Murphy
Attorney for Union Sanitary District

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**APRIL 11, 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 and Discussion Regarding the Transition to In-Person Meetings (*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 and discuss the transition to in-person meetings.

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, January 24, 2022, February 14, 2022, February 28, 2022, March 14, 2022, and March 28, 2022, authorizing the use of teleconference meetings. At the Board meeting of March 28, 2022, the Board directed staff to continue scheduling teleconference meeting for committees and to phase-in in-person meetings for the Board for the months of April and May and revisit in-person meetings at the first Board meeting in June. During the phase-in, meetings would continue to be held via teleconference although Board members could attend in-person. The attached resolution includes and

reaffirms the findings required by AB 361 to allow the District to continue to hold 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

3/28/22 Board Meeting – The Board adopted Resolution No. 2960, authorizing the use of teleconference meetings in compliance with AB 361 and directed staff to continue scheduling teleconference meetings for committees and to phase in in-person Board meetings.

3/14/22 Board Meeting – The Board adopted Resolution No. 2958, authorizing the use of teleconference meetings in compliance with AB 361.

2/28/22 Board Meeting – The Board adopted Resolution No. 2957, authorizing the use of teleconference meetings in compliance with AB 361.

2/14/22 Board Meeting – The Board adopted Resolution No. 2954, authorizing the use of teleconference meetings in compliance with AB 361.

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, the Omicron variant, which is even more transmissible than the Delta variant, and a new Omicron sub-variant; 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, on February 14, 2022, the Board adopted Resolution No. 2954, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on February 28, 2022, the Board adopted Resolution No. 2957, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on March 14, 2022, the Board adopted Resolution No. 2958, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on March 28, 2022, the Board adopted Resolution No. 2960, 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 at a regular meeting of the Board of Directors on this 11th day of April, 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

**APRIL 11, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 13**

TITLE: Fall 2022 Newsletter (*This is a Direction Item*)

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

Recommendation

Staff recommends the Board discuss and provide feedback regarding potential newsletter content topics and confirm continued use of the current newsletter design template and mailing specifications until new District branding is incorporated.

Discussion

The Board provided direction at a previous meeting that the District would use a new design for its newsletter beginning in Autumn 2017. The design template consists of 80-pound cover-weight paper folded to 8.5 x 11 and individually addressed with no tabs.

The Board agreed in a subsequent workshop to continue use of the design template and mailing specifications until new District branding is incorporated.

In previous years, the courtesy annual rate notice was usually combined with Budget in Brief to fill Page 2. Page 3 can accommodate 2 to 3 articles, plus USD's social media information. The back page is generally one topic but could accommodate 2 shorter articles.

2022 Potential Newsletter Topics List

Page 1:

- Enhanced Treatment and Site Upgrade Program Update

Interior Pages:

- ETSU Financing information: WIFIA Award and Bond Sale, USD Efforts to obtain SRF funding
- Description and process for lining pipes
- Digester 7 feature article
- Wipes labeling legislation news

- Recycled/reclaimed water information for residents, feasibility study partnership with ACWD
- Environmental tips: Brief pollution prevention messages (FOG, Wipes, Meds, what to keep out of drains, etc.)
- Did You Know? Facts about USD (Dental, FOG, and Restaurant programs, etc.)
- Like us on Facebook; follow us @usdtweets

Background

As a cost-savings measure in 2017, the Board agreed to enter into a multi-year contract for printing services, using a layout created with the Board as its consistent design. The contract was for three years with the option to renew for two additional years. The contract was extended for one year for the Autumn 2020 newsletter and one final year for the Autumn 2021 newsletter.

Previous Board Action

July 28, 2021, the Board provided feedback on the Draft Fall 2021 newsletter and continued use of the current design template.

July 14, 2017, the Board awarded the multi-year service contract for printing and mailing of the District's Annual Newsletter.

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

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

TITLE: Earth Day 2022 (*This is an Information Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Interim Technical Service Work Group Manager
Michael Dunning, Environmental Compliance Team Coach

Recommendation

Information only.

Discussion

On Saturday, April 23, 2022, the District's Environmental Compliance team will participate in the Earth Day event hosted by the City of Fremont and Washington Hospital. The event will be held at the Downtown Event Center & Plaza, at 3500 Capitol Ave, Fremont from 11:00 a.m. to 3:00 p.m.

Environmental Compliance staff will share information with the public related to Pollution Prevention, including the use of less toxic products at home, reducing discharge of grease to the sewers, and proper disposal of mercury-containing devices and unused medications.

Grease scrapers and various handouts related to the reduction of Fats, Oil, and Grease, Integrated Pest Management, and Green Business will be made available to the public at the event. For children, staff will hand out rulers and erasers. Additionally, reusable tote bags and Pollution Prevention Pledge magnets will be given to residents.

The District will be placing an advertisement in the Tri-City Voice and The Argus announcing the City of Fremont and Washington Hospital's Earth Day celebration. The advertisements will appear prior to the event, April 12, 2022 in the Tri-City Voice and April 15, 2022 in the Argus.

Background

None.

Previous Board Action

None.

PRE/RC/MD:dp

Attachment: USD's Earth Day Advertisement
 City of Fremont and Washington Hospital's Earth Day Advertisement



Protect Your Bay On Earth Day



Visit Union Sanitary District's Booth At Fremont's Earth Day Celebration

Saturday, April 23, 2022 – 11 a.m. to 3 p.m.

Downtown Event Center & Plaza
3500 Capitol Avenue

StopFOG With A FREE Grease Scraper!

Learn how to prevent expensive repairs and protect the environment by keeping Fats, Oil and Grease (FOG) out of your sewer.

FREE Thermometer Exchange

USD will trade your mercury thermometer for a non-hazardous version at no charge. We will also recycle other mercury-containing devices for you.

For more information, call USD at (510) 477-7636
or visit www.unionsanitary.ca.gov

Protecting The Tri-Cities and San Francisco Bay

WASHINGTON HOSPITAL AND CITY OF FREMONT PRESENT

GO GREEN *with us in 2022!*

Join us as we celebrate Earth Day
and increase environmental awareness in our community.

Saturday, April 23, 2022
11 a.m. to 3 p.m.



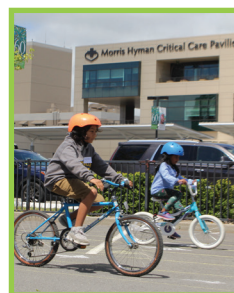
NEW LOCATION:

Downtown Event Center & Plaza
3500 Capitol Ave., Fremont



FREE Residential Drop-off:

- Confidential document shredding
- Syringes and needles (in approved containers)
- Condiments & Packaged Utensils Drive (Collection of unused sealed utensil packs and condiments like ketchup, mustard, etc.)
- Mercury thermometer exchange
- Donate eyeglasses



For Families & Children:

- Free basic bike tune-ups
- Food trucks
- Farmer's market
- Bike rodeo
- Eco-tainment
- Earth Day art
- Games & activities



Learn About:

- Recycling & waste reduction
- Saving energy at home
- Local sustainability programs
- Eco-friendly gardening & composting
- Healthy eating

Special Thanks To:

MED-Project
Medication Education & Disposal

IRON MOUNTAIN
The Leader in Records & Information Management

CENTRIPEDAL
BIKES



Event Partners:



For everyone's safety, COVID-19 protocols will be in place.
Go to our website(s) for details.

www.whhs.com/green • www.Fremont.gov/earthday



**Summary of the EBDA Commission Meeting
Thursday, March 17, 2022, at 9:30 a.m.**

- Commissioners Andrews, Cutter, Duncan, Johnson, and Toy were present. This meeting was conducted telephonically and the dial-in information for the meeting was provided in the agenda.
- Commissioner Toy moved to approve the Commission Meeting Minutes of February 17, 2022; List of Disbursements for February 2022; and Treasurer's Report for February 2022. The motion was seconded by Commissioner Johnson and carried 5-0.
- The Commission unanimously approved the reports from the Managers Advisory, Regulatory Affairs, Financial Management, and Operations & Maintenance Committees. The following items were discussed:
- **Resolution Authorizing Remote Teleconference Meetings Pursuant to AB 361**
Commissioner Toy moved to approve the resolution. The item was seconded by Commissioner Duncan and carried unanimously 5-0, by roll call vote.

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

Noes: None

Absent: None

Abstain: None

- **Cargill Mixed Sea Salt Brine Project Presentation**
A presentation was given by Cargill's Don Brown and Tim Oolman and EBDA's General Manager on the proposed Cargill Project, including drivers and objectives. A recording of the presentation and the slides are available on the EBDA website.
- **General Managers Report**
The General Manager (GM) shared a link to the application materials for the Bruce Wolfe Memorial Scholarship. In addition, the GM noted that the federal budget includes \$5M in EPA grants for climate resilience projects that benefit disadvantaged communities in the SF Bay Area, and another \$24M for Water Quality Improvement Fund grants. Lastly, the GM reminded everyone that Form 700 filings are due on April 1.
- **Managers Advisory Committee (MAC)**
The GM updated the Commission on the biosolids management project, which was discussed by the MAC.

- **Financial Management Committee**

The GM reported that the Financial Management Committee reviewed the list of disbursements, and treasurer's reports and recommended approval of the items. The Financial Management Committee also reviewed the Authority's pension fund and preliminary budget considerations for FY 2022/2023.

- **Operations and Maintenance Committee**

The O&M Manager discussed the status of EBDA facilities and provided updates on the OLEPS pump motor rebuild. The O&M Manager noted that the Skywest recycled water system provided just over one million gallons during the month of February. The GM informed the Commission that staff had its first positive case of COVID-19 and reported a successful recovery and no on-site transmission.

- **Resolution Fixing the Employer's Contribution Under the Public Employee's Medical and Hospital Care Act**

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

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

Noes: None

Absent: None

Abstain: None

- **Items from Commission and Staff**

Commissioner Duncan asked that future Cargill MSS Project discussions include San Lorenzo stakeholders. Commissioner Andrews announced a Keep Hayward Clean and Green event taking place on Saturday, March 26 at Mt. Eden Park.

- **Adjournment**

Chair Cutter adjourned the meeting at 11:24 a.m.

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**APRIL 11, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 16**

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
03/19/2022-04/01/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180278	3/24/2022	143	800494.5	GARNEY PACIFIC INC	EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$332,313.29	\$332,313.29
180321	3/24/2022	143	800524.2	WESTERN WATER	CENTRIFUGE BUILDING IMPROVEMENTS	\$162,758.00	\$306,714.00
	3/24/2022	143	800524.3		CENTRIFUGE BUILDING IMPROVEMENTS	\$143,956.00	
180309	3/24/2022	110	28142	SYNAGRO WEST LLC	FEB 2022 BIOSOLIDS DISPOSAL	\$102,686.78	\$102,686.78
180266	3/24/2022	143	800531.3	CASEY CONSTRUCTION INC	GRAVITY SEWER REHAB/REPLACEMENT	\$78,969.70	\$78,969.70
180368	3/31/2022	143	220100	OVERAA	PRIMARY DIGESTER NO. 7	\$56,558.25	\$56,558.25
180336	3/31/2022	150	20708	CAROLLO ENGINEERS	SITE SCREENING FOR BIOSOLIDS MGNT	\$5,400.00	\$44,642.52
	3/31/2022	143	20586		PRIMARY DIGESTER NO. 7	\$33,439.02	
	3/31/2022	143	20710		EMERGENCY OUTFALL, CATHODIC PROTECTION IMPROVEMENTS, GR	\$5,803.50	
180261	3/24/2022	143	11435999	BROWN & CALDWELL CONSULTANTS	COGEN REPLACEMENT & VENTILATION STUDY	\$11,444.90	\$30,944.38
	3/24/2022	143	11427882		COGEN REPLACEMENT & VENTILATION STUDY	\$19,499.48	
180275	3/24/2022	173	207222701	EARTHCAM INC	PRIMARY DIGESTER NO. 7 - CAMERA	\$450.00	\$25,478.58
	3/24/2022	173	127226545		ANNUAL SUBSCRIPTION 01/10/22 - 01/09/23	\$25,028.58	
180383	3/31/2022	170	3331	VISTAM INC	SWITCHBOARD 3 ELECTRICAL TESTING	\$24,904.49	\$24,904.49
180351	3/31/2022	143	201180092	HAZEN AND SAWYER	HEADWORKS DEGRITTING STUDY	\$23,155.00	\$23,155.00
180257	3/24/2022	113	1316	B R FROST COMPANY INC	LIQUID CLEANING SERVICES	\$18,350.00	\$18,350.00
180259	3/24/2022	111	20220318	CHRISTINE BORBECK	BORBECK PAYOUT	\$18,193.79	\$18,193.79

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2022-04/01/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180274	3/24/2022	173	30449554	DOCUSIGN INC	ANNUAL SUBSCRIPTION 01/10/22 - 01/09/23	\$15,015.78	\$15,015.78
180358	3/31/2022	170	469907	LUBRICATION ENGINEERS INC	SERVICE: OIL CONSOLIDATION	\$15,000.00	\$15,000.00
180283	3/24/2022	110	9017743734	KEMIRA WATER SOLUTIONS INC	48,380 LBS FERROUS CHLORIDE	\$7,504.06	\$14,962.37
	3/24/2022	110	9017744157		48,240 LBS FERROUS CHLORIDE	\$7,458.31	
180366	3/31/2022	110	3000084203	OLIN CORPORATION	4779.771 GALS SODIUM HYPOCHLORITE	\$3,726.69	\$14,919.29
	3/31/2022	110	3000084218		4777.155 GALS SODIUM HYPOCHLORITE	\$3,724.66	
	3/31/2022	110	3000084220		4788.286 GALS SODIUM HYPOCHLORITE	\$3,733.33	
	3/31/2022	110	3000087193		4789.931 GALS SODIUM HYPOCHLORITE	\$3,734.61	
180354	3/31/2022	110	9017745374	KEMIRA WATER SOLUTIONS INC	48,120 LBS FERROUS CHLORIDE	\$7,394.25	\$14,733.59
	3/31/2022	110	9017745079		47,860 LBS FERROUS CHLORIDE	\$7,339.34	
180258	3/24/2022	144	317204	BMI IMAGING SYSTEMS	DOCUMENT SCANNING PROJECT	\$13,546.38	\$13,546.38
180315	3/24/2022	110	470003598	USP TECHNOLOGIES	2964 GALS HYDROGEN PEROXIDE	\$13,249.08	\$13,249.08
180265	3/24/2022	143	20435	CAROLLO ENGINEERS	PLANT MISCELLANEOUS IMPROVEMENTS	\$6,006.05	\$12,394.79
	3/24/2022	143	20466		PRIMARY DIGESTER NO. 8 FEASIBILITY STUDY	\$6,388.74	
180337	3/31/2022	173	197419	CDW GOVERNMENT LLC	12 VSAN ADMIN SWITCHES	\$12,256.57	\$12,256.57
180327	3/31/2022	110	4071036120220318	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 03/17/22-BENSON ROAD	\$11,694.17	\$11,778.35
	3/31/2022	110	4071038120220318		SERV TO: 03/17/22-BENSON ROAD	\$84.18	

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2022-04/01/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180262	3/24/2022		281360	BURKE, WILLIAMS & SORENSON LLP	FORCE MAIN RELOCATION - JAN 2022	\$1,630.72	\$11,415.04
	3/24/2022		281359		ETSU - JAN 2022	\$1,464.32	
	3/24/2022	143	281358		CIP - JAN 2022	\$1,464.32	
	3/24/2022		281361		STANDBY POWER PROJECT - JAN 2022	\$499.20	
	3/24/2022		281357		GENERAL LEGAL - JAN 2022	\$6,356.48	
180250	3/24/2022		70065	3T EQUIPMENT COMPANY INC	6 PIPE PATCH KITS WINTER	\$3,408.89	\$11,362.96
	3/24/2022		70063		8 PIPE PATCH KITS WINTER	\$3,535.14	
	3/24/2022		70064		7 PIPE PATCH KITS WINTER	\$4,418.93	
180298	3/24/2022	110	3000083301	OLIN CORPORATION	4748.397 GALS SODIUM HYPOCHLORITE	\$3,702.23	\$11,259.73
	3/24/2022	110	3000081198		4898.369 GALS SODIUM HYPOCHLORITE	\$3,819.16	
	3/24/2022	110	3000081208		4794.723 GALS SODIUM HYPOCHLORITE	\$3,738.34	
180323	3/31/2022		70075	3T EQUIPMENT COMPANY INC	8 PIPE PATCH KITS WINTER	\$6,944.03	\$6,944.03
180324	3/31/2022	170	60947	ABC FIRE PROTECTION INC	ABC ANNUAL FIRE EXTINGUISHER SERVICE	\$6,717.81	\$6,717.81
180371	3/31/2022	110	1622901	POLYDYNE INC	42,520 LBS CLARIFLOC WE-539	\$6,338.43	\$6,338.43
180341	3/31/2022	123	404078	CORE & MAIN LP	2 PLUGS	\$3,986.73	\$5,921.54
	3/31/2022	170	424404		2 SPOOLS	\$1,934.81	
180320	3/24/2022	143	2048429	WEST YOST ASSOCIATES	FORCE MAIN CORROSION REPAIRS PROJECT PHASE 3	\$5,820.00	\$5,820.00

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2022-04/01/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180279	3/24/2022	111	9211691770	GRAINGER INC	ASTD PARTS & MATERIALS	\$13.35	\$5,335.34
	3/24/2022	170	9216501719		ASTD PARTS & MATERIALS	\$46.49	
	3/24/2022		9210576352		ASTD PARTS & MATERIALS	\$1,553.77	
	3/24/2022	111	9216172792		ASTD PARTS & MATERIALS	\$215.74	
	3/24/2022		9211691796		7 DC POWER SUPPLIES	\$2,076.74	
	3/24/2022		9217040717		ASTD PARTS & MATERIALS	\$1,429.25	
180299	3/24/2022	110	892820220308	PACIFIC GAS AND ELECTRIC	SERV TO 03/01/2022 HAYWARD MARSH	\$56.01	\$5,209.46
	3/24/2022	170	140120220311		SERV TO 03/03/22 IRVINGTON PS	\$2,645.84	
	3/24/2022	170	013720220311		SERV TO 03/06/22 BOYCE RD PS	\$2,507.61	
180343	3/31/2022	143	109H2	DCM CONSULTING INC	ALAMEDA CREEK-FORCEMAIN CROSSING GEOTECH	\$4,988.50	\$4,988.50
180302	3/24/2022	122	101436	PRIME MECHANICAL SERVICE INC	SERVICE CALL: BLDG 70	\$4,327.94	\$4,772.94
	3/24/2022	122	101468		SERVICE CALL	\$445.00	
180379	3/31/2022	150	48640	SLOAN SAKAI YEUNG & WONG LLP	SPECIAL COUNSEL SERVICES	\$1,380.00	\$4,657.62
	3/31/2022	132	48641		SPECIAL COUNSEL SERVICES	\$3,277.62	
180385	3/31/2022	143	200508	WOODARD & CURRAN INC	IRVINGTON BASIN RCP REHABILITATION	\$4,315.00	\$4,315.00
180359	3/31/2022	113	2202E51	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$1,495.00	\$4,190.00
	3/31/2022	113	2203146		LAB SAMPLE ANALYSIS	\$2,419.00	
	3/31/2022	113	2203399		LAB SAMPLE ANALYSIS	\$241.00	
	3/31/2022	113	2202928A		LAB SAMPLE ANALYSIS	\$35.00	

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2022-04/01/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180349	3/31/2022	170	96424978	H & E EQUIPMENT SERVICES INC	EQUIPMENT RENTAL 02/23/2022 - 03/22/22	\$3,346.30	\$3,346.30
180284	3/24/2022		30555	LEVEL 10 CONSTRUCTION	REFUND # 45441	\$3,300.00	\$3,300.00
180373	3/31/2022	141	20220303	QUADIENT INC	POSTAGE BY PHONE - TMS 8060344	\$3,000.00	\$3,000.00
180348	3/31/2022	170	9222064793	GRAINGER INC	ASTD PARTS & MATERIALS	\$113.68	\$2,979.75
	3/31/2022	122	9223451825		ASTD PARTS & MATERIALS	\$55.20	
	3/31/2022		9223890238		ASTD PARTS & MATERIALS	\$2,758.18	
	3/31/2022	122	9222166143		ASTD PARTS & MATERIALS	\$52.69	
180369	3/31/2022	143	220100E	OVERAA	PRIMARY DIGESTER NO. 7 - ESCROW PYMT	\$2,976.75	\$2,976.75
180290	3/24/2022	111	74642496	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$23.80	\$2,877.09
	3/24/2022		73803208		ASTD PARTS & MATERIALS	\$64.62	
	3/24/2022	170	74822564		ASTD PARTS & MATERIALS	\$176.31	
	3/24/2022		74641267		ASTD PARTS & MATERIALS	\$1,066.47	
	3/24/2022		74797386		CREDIT: ASTD PARTS & MATERIALS	\$-28.80	
	3/24/2022	122	74826751		ASTD PARTS & MATERIALS	\$526.22	
	3/24/2022	121	74061687		ASTD PARTS & MATERIALS	\$949.72	
	3/24/2022	170	74813127		ASTD PARTS & MATERIALS	\$70.53	
	3/24/2022		74818656		ASTD PARTS & MATERIALS	\$28.22	
180308	3/24/2022		31611	STEELWAVE	REFUND # 45435	\$2,500.00	\$2,500.00

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2022-04/01/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180353	3/31/2022	170	598625	INSTRUMART	1 PH PROBE	\$630.24	\$2,460.95
	3/31/2022	170	598626		1 PH PROBE	\$610.24	
	3/31/2022	170	598632		2 PH PROBES	\$1,220.47	
180365	3/31/2022	173	73045	NETWRIX CORPORATION	AUDITOR FOR SHAREPOINT SUBSCRIPTION	\$2,453.40	\$2,453.40
180318	3/24/2022	123	13506	VON EUW TRUCKING	SPOILS DUMP FEES	\$2,443.75	\$2,443.75
180260	3/24/2022	121	223292	BRENNTAG PACIFIC INC	3828 LBS SODIUM HYDROXIDE	\$2,291.35	\$2,291.35
180381	3/31/2022		7412	TRALIAN HOLDINGS, LLC	HARASSMENT PREVENTION CBT	\$2,261.50	\$2,261.50
180282	3/24/2022	141	GJMB359	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - MAR 22	\$624.34	\$2,162.15
	3/24/2022	141	GJVB736		OFF-SITE STORAGE AND SERVICE - MAR 22	\$1,537.81	
180316	3/24/2022	143	21012	V&A CONSULTING ENGINEERS	CATHODIC PROTECTION IMPROVEMENTS	\$2,104.50	\$2,104.50
180345	3/31/2022	143	172536	ESA	SEA LEVEL RISE STUDY UPDATE	\$2,088.75	\$2,088.75
180339	3/31/2022		141845216	COLORADO WASHINGTON INC COMCAST OF	FIBER INTERNET BACKUP - MAR 2022	\$2,040.87	\$2,040.87
180305	3/24/2022	110	22022404	S&S TRUCKING	GRIT HAULING 02/14 & 02/18/2022	\$1,965.07	\$1,965.07
180322	3/24/2022	143	5173	WORKSMART AUTOMATION INC	CALCIUM THIOSULFATE CHEMICAL TANK	\$1,915.50	\$1,915.50
180254	3/24/2022	120	15619	AMERICAN DISCOUNT SECURITY	02/01/22 - 02/28/22 GUARD AT DISTRICT	\$1,695.75	\$1,695.75
180384	3/31/2022	113	8807808935	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$335.37	\$1,536.71
	3/31/2022	113	8807787730		LAB SUPPLIES	\$254.04	
	3/31/2022	113	8807811566		LAB SUPPLIES	\$608.27	
	3/31/2022		8807799731		LAB SUPPLIES	\$339.03	

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2022-04/01/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180330	3/31/2022	130	16230527	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-DZOAN.T , WK END 03/05/22	\$1,527.92	\$1,527.92
180255	3/24/2022	130	16225590	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-DZOAN.T , WK END 02/26/22	\$1,334.24	\$1,334.24
180344	3/31/2022		6963	ENERGY CHOICE INC	ASTD COGEN PARTS	\$519.98	\$1,294.99
	3/31/2022		6962		ASTD COGEN PARTS	\$775.01	
180311	3/24/2022	170	417701189	TERMINIX COMMERCIAL	FEB PEST CONTROL	\$1,113.00	\$1,253.00
	3/24/2022	170	417701188		PEST CONTROL	\$140.00	
180285	3/24/2022	173	24729	LOOKINGPOINT INC	ANNUAL LOOKINGPOINT SUPPORT AGREEMENT	\$1,225.00	\$1,225.00
180271	3/24/2022	170	20220228	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$1,181.07	\$1,181.07
180272	3/24/2022		20220225	DALE HARDWARE INC	02/22 - ASTD PARTS & MATERIALS	\$1,117.80	\$1,117.80
180331	3/31/2022		259000099650	ARAMARK	UNIFORM LAUNDERING & RUGS	\$311.78	\$1,080.18
	3/31/2022		259000099655		UNIFORM LAUNDERING SERVICE	\$768.40	
180328	3/31/2022	170	5264844	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$1,035.52	\$1,035.52
180332	3/31/2022		17874154	AT&T	SERV: 02/10/22 - 03/09/22	\$984.53	\$984.53
180252	3/24/2022	170	9986947456	AIRGAS NCN	CYLINDER RENTAL	\$871.91	\$871.91
180304	3/24/2022	120	02C0036018380	NESTLE WATERS NO. AMERICA READYREFR	WATER SERVICE 02/07/22 - 03/06/22	\$782.62	\$782.62
180325	3/31/2022	170	9123091339	AIRGAS NCN	3 CY ARGON	\$768.48	\$768.48
180289	3/24/2022	113	2202928	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$533.00	\$748.00
	3/24/2022	113	2202A91		LAB SAMPLE ANALYSIS	\$215.00	

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2022-04/01/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180335	3/31/2022	173	4038936413	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$422.83	\$738.73
	3/31/2022	173	4038937327		MTHLY MAINTENANCE BASED ON USE	\$315.90	
180376	3/31/2022	170	306866	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$721.48	\$721.48
180364	3/31/2022	122	230422	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$485.98	\$718.56
	3/31/2022	121	230420		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$232.58	
180256	3/24/2022	122	259000095855	ARAMARK	ASTD DUST MOPS, WET MOPS & TERRY	\$56.01	\$705.34
	3/24/2022		259000095895		UNIFORM LAUNDERING SERVICE	\$341.90	
	3/24/2022		259000095874		UNIFORM LAUNDERING & RUGS	\$307.43	
180386	3/31/2022		32647	PIK YEE YUEN	REFUND # 45451	\$700.00	\$700.00
180303	3/24/2022	122	26304	R & S ERECTION OF S ALAMEDA	SERVICE: VEHICLE GATE REPAIR	\$669.76	\$669.76
180268	3/24/2022	132	220414687	CLAREMONT BEHAVIORAL SERVICES	APR 2022 EAP PREMIUMS	\$639.40	\$639.40
180362	3/31/2022	170	46000	METROMOBILE COMMUNICATIONS INC	METRO MOBILE ANNUAL RADIO SERVICE	\$602.34	\$602.34
180291	3/24/2022	170	220350	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE - MAR 2022	\$599.08	\$599.08
180346	3/31/2022	170	905284844	EVOQUA WATER TECHNOLOGIES	DI WATER SYSTEM	\$552.73	\$552.73
180355	3/31/2022	170	384226	KLEEN BLAST ABRASIVES	BLASTING MATERIALS	\$538.26	\$538.26
180342	3/31/2022	143	3559838	DAILY JOURNAL CORPORATION	AD: FORCE MAIN CORROSION REPAIRS PROJECT PHASE 3	\$505.00	\$505.00
180253	3/24/2022		31593	ALL STAR PLUMBING	REFUND # 45433	\$500.00	\$500.00
180270	3/24/2022		31612	COLON'S PLUMBING INC	REFUND # 45434	\$500.00	\$500.00
180294	3/24/2022		29291	MR & MRS DEMOLITION	REFUND # 45445	\$500.00	\$500.00

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2022-04/01/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180295	3/24/2022		30450	GOPI NADARAJAN	REFUND # 45436	\$500.00	\$500.00
180296	3/24/2022		20934	RESHMI NAHEED	REFUND # 44436	\$500.00	\$500.00
180300	3/24/2022		32641	POWER PLUMBING & ROOTER	REFUND # 44434	\$500.00	\$500.00
180329	3/31/2022		32646	AMIGO ROOTER & PLUMBING	REFUND # 45460	\$500.00	\$500.00
180333	3/31/2022		30354	BETTERBUILT BUILDERS	REFUND # 45455	\$500.00	\$500.00
180356	3/31/2022		32652	LARRIETA SANITATION CONST	REFUND # 45458	\$500.00	\$500.00
180363	3/31/2022		32622	ARIF MOHAMED	REFUND # 45456	\$500.00	\$500.00
180370	3/31/2022		32624	PACIFIC PLUMBING & SEWER SERV	REFUND # 45459	\$500.00	\$500.00
180372	3/31/2022		31622	POWER PLUMBING & ROOTER	REFUND # 45457	\$500.00	\$500.00
180380	3/31/2022		31605	STREAMLINE PLUMBING & DRAIN	REFUND # 45461	\$500.00	\$500.00
180280	3/24/2022	123	2338674	HANSON AGGREGATES INC	5.40 TONS 1/2 MAX HMA TYPE A-R	\$498.94	\$498.94
180360	3/31/2022		74972076	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$479.40	\$479.40
180306	3/24/2022	170	8701633358C	SEW-EURODRIVE INC	CR: CENTRIFUGE INCLINED CONVEYOR GB PARTS	\$-1.58	\$467.81
	3/24/2022		8701798220		1 MOTOR	\$1,295.07	
	3/24/2022	170	8701632738C		CR: CENTRIFUGE INCLINED CONVEYOR GB PARTS	\$-689.51	
	3/24/2022	170	8701633357C		CR: CENTRIFUGE INCLINED CONVEYOR GB PARTS	\$-136.17	
180287	3/24/2022		5299932	MALLORY SAFETY AND SUPPLY LLC	ASTD CAL GAS	\$452.03	\$452.03
180267	3/24/2022	150	94311	CITYLEAF INC	PLANT MAINTENANCE - MAR 2022	\$344.43	\$344.43
180361	3/31/2022	170	75158475	MCMASTER SUPPLY INC	4 LARGE CELL BATTERY	\$337.50	\$337.50

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2022-04/01/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180286	3/24/2022	120	20220321	MATTHEW LUBINA	EXP REIMB: CS TEAM RECOGNITION & SAFETY	\$324.49	\$324.49
180301	3/24/2022		172912	PREFERRED ALLIANCE INC	FEB 2022 SERVICE FEE	\$320.76	\$320.76
180340	3/31/2022	132	74628197	CONCENTRA MEDICAL CENTERS	1 NEW HIRE PHYSICAL	\$316.00	\$316.00
180347	3/31/2022	170	9213592745	GRAINGER INC	1 VACUUM	\$306.99	\$306.99
180334	3/31/2022	170	20220324	STATE OF CALIFORNIA	HAZARDOUS WASTE GENERATOR FEE RETURN 2021	\$276.25	\$276.25
180276	3/24/2022		6964	ENERGY CHOICE INC	ASTD COGEN PARTS	\$270.04	\$270.04
180367	3/31/2022	132	2202442	OPTIMUM TECHNOLOGIES LLC	AT HOME EMPLOYEE PORTAL	\$268.00	\$268.00
180292	3/24/2022	120	1061767	MISSION COMMUNICATIONS LLC	ANNUAL MANHOLE MONITOR SERVICE PACKAGE RNWL	\$252.84	\$252.84
180273	3/24/2022	173	554278	DLT SOLUTIONS, LLC	AWS CLOUD STORAGE - JAN 2022	\$228.49	\$228.49
180374	3/31/2022		8201113708	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: M. DELTORO	\$225.00	\$225.00
180293	3/24/2022		8230709	MOTION & FLOW CONTROL PRODUCTS	ASTD PARTS & MATERIALS	\$223.75	\$223.75
180312	3/24/2022		2221057	TOTAL FILTRATION SERVICES INC	10 FILTERS	\$213.03	\$213.03
180352	3/31/2022		32668	HP COMMUNICATIONS INC	REFUND # 45473	\$200.00	\$200.00
180307	3/24/2022	141	20220228	SPOK INC	MAR 2022 PAGER SERVICE	\$177.91	\$177.91
180277	3/24/2022		1000685910	ENVIRONMENTAL EXPRESS	ASTD LAB SUPPLIES	\$169.28	\$169.28
180281	3/24/2022		604658040	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$154.92	\$154.92
180310	3/24/2022	173	20220317	RUFUS TAI	EXP REIMB: CISCO MODELING LAB	\$149.25	\$149.25
180288	3/24/2022	170	771036044	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - FEB 2022	\$139.72	\$139.72
180350	3/31/2022		3R2081	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS	\$132.14	\$132.14

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2022-04/01/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180319	3/24/2022	113	8807743234	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$119.02	\$119.02
180375	3/31/2022		117074	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE APR 2022	\$112.00	\$112.00
180326	3/31/2022	170	9123561626	AIRGAS NCN	ASTD PARTS & MATERIALS	\$106.15	\$106.15
180377	3/31/2022	170	85340220220321	SAN FRANCISCO WATER DEPT	SERVICE 02/18/2022 - 03/21/22	\$84.18	\$84.18
180378	3/31/2022		20220328	JENNIFER SIO-KWOK	EXP REIMB: LEADERSHIP SCHOOL TRAINING SUPPLIES	\$84.08	\$84.08
180357	3/31/2022	110	20220328	ARMANDO LOPEZ	EXP REIMB: FLOWERS GRILLO	\$80.00	\$80.00
180314	3/24/2022	141	432673	ULTRAEX LLC	COURIER SVCS: 1 BOARDMEMBER DELIVERY - 02/23/22	\$55.43	\$55.43
180251	3/24/2022	130	11631	A.S.I. CYBER CONCEPTS	E-WASTE RECYCLING	\$50.00	\$50.00
180313	3/24/2022	122	147836	TRI-SIGNAL INTEGRATION INC	FIRE PROTECTION SERVICE AGREEMENT	\$50.00	\$50.00
180382	3/31/2022	136	98XW53102	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 03/05/22	\$36.00	\$36.00
180264	3/24/2022	132	567642	STATE OF CALIFORNIA	1 NEW HIRE FINGERPRINT	\$32.00	\$32.00
180269	3/24/2022	132	20220322	JUSTIN COLEMAN	REIMB LIVESCAN PRE-EMPLOYMENT	\$26.60	\$26.60
180297	3/24/2022	120	20220321	SHAWN NESGIS	EXP REIMB: CS TEAM RECOGNITION	\$25.65	\$25.65
180263	3/24/2022	132	20220323	ISAIAH CAETANO	REIMB LIVESCAN PRE-EMPLOYMENT	\$25.00	\$25.00
180317	3/24/2022		9900728434	VERIZON WIRELESS	WIRELESS SERV 02/02/22-03/01/22	\$21.08	\$21.08
180338	3/31/2022	122	326561	CENTERVILLE LOCKSMITH	1 KEY	\$3.88	\$3.88

**UNION SANITARY DISTRICT
CHECK REGISTER
03/19/2022-04/01/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
Invoices:					Checks:		
Credit Memos :			4	-856.06			
\$0 - \$1,000 :			107	35,782.11	\$0 - \$1,000 :	71	26,186.26
\$1,000 - \$10,000 :			67	218,706.19	\$1,000 - \$10,000 :	41	124,660.53
\$10,000 - \$100,000 :			16	390,305.19	\$10,000 - \$100,000 :	22	493,090.64
Over \$100,000 :			4	741,714.07	Over \$100,000 :	3	741,714.07
Total:			198	1,385,651.50	Total:	137	1,385,651.50

News Feature | March 22, 2022

Ambitious Federal Wastewater Sampling Plan Hits Privacy, Logistical Issues In Curbing COVID-19



By [Peter Chawaga](#)



The Centers For Disease Control And Prevention (CDC) and individual states have relied increasingly on wastewater sampling data to determine the prevalence of COVID-19 throughout the country. And while the current administration would like to accelerate this reliance, there have been some roadblocks that demonstrate just how sensitive and critical these data are.

“There’s just one problem with the Biden administration’s plan to monitor the nation’s sewage in the hopes of preventing the next pandemic: Many states are not yet on board,” *Politico* reported. “Lackluster participation leaves gaping holes in what public officials intend to be a comprehensive early warning system for infectious diseases, rendering the country vulnerable to the next Covid-19 variant or public health crisis.”

Wastewater sampling has proven to be one of the best tools available for tracking COVID-19 case spikes and the rise of new variants. The CDC recently added wastewater analysis data to its national pandemic tracking dashboard and researchers have discovered mysterious coronavirus strains by studying it.

“Untreated wastewater contains a myriad of harmful bacteria — such as *E. coli* and salmonella — and viruses, including the coronavirus,” per the *San Antonio Express-News*. “Testing such water can provide early-warning signs of new strains of the coronavirus before an outbreak.”

But despite the potential of analyzing this data, public officials in some places are struggling to collect it.

“State health officials and wastewater experts told *Politico* that sewage surveillance operations in some areas have grappled with privacy concerns and logistical challenges, such as figuring out how to coordinate dozens of treatment plants routinely sending in sewage samples to a handful of labs and standardizing processing protocols,” according to *Politico*.

While challenges remain in establishing a network of national data, wastewater scientists remain optimistic that this effort could be a gamechanger in adapting to the wide spread of coronavirus.

“Such a tool, they say, would be instrumental in protecting public health,” *Politico* added.