



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

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

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

**Monday, March 13, 2023  
Regular Meeting - 4:00 P.M.**

Karen W. Murphy  
*Attorney*

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

1. Call to Order.

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2. Salute to the Flag.

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3. Roll Call.

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- Motion 4. Approve Minutes of the Union Sanitary District Board Meeting of February 27, 2023.

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5. Written Communications.

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6. 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.

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- Motion 7. Award the Construction Contract for the Plant Miscellaneous Improvements Project to W. M. Lyles Co. *(to be reviewed by the Engineering and Information Technology Committee)*.

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- Motion 8. Reject All Bids Received for the Cherry Street Pump Station Improvements Project *(to be reviewed by the Engineering and Information Technology Committee)*.

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- Motion 9. Authorize the General Manager to Execute an Agreement and Task Order Nos. 1 and 2 with Woodard & Curran, Inc. for the Alvarado Basin Capacity and Condition Assessment *(to be reviewed by the Engineering and Information Technology Committee)*.

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- Motion 10. Review and Consider Approval of Classified Publicly Available Pay Schedule Effective March 1, 2023 *(to be reviewed by the Personnel Committee)*.

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- Motion 11. Review and Consider Approval of Investment Policy No. 2030 *(to be reviewed by the Budget & Finance Committee)*.

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- Information 12. COVID-19 Update.

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- Information 13. Report on the East Bay Dischargers Authority Meeting of February 16, 2023.
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- Information 14. Check Register.
- 
- Information 15. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Budget & Finance Committee – Wednesday, March 8, 2023, at 12:30 p.m.
    - Director Kite and Director Toy
  - b. Engineering and Information Technology Committee – Thursday, March 9, 2023, at 11:30 a.m.
    - Director Handley and Director Lathi
  - c. Personnel Committee – Friday, March 10, 2023, at 10:00 a.m.
    - Director Fernandez and Director Toy
  - d. Legal/Community Affairs Committee – will not meet.
  - e. Legislative Committee – will not meet.
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- Information 16. General Manager’s Report. *(Information on recent issues of interest to the Board).*
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17. Other Business:
- a. Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
  - b. Scheduling matters for future consideration.
- 
18. Adjournment – The Board will then adjourn to the Mid-Year Budget Board Workshop to be held in the Boardroom on Thursday, March 16, 2023, at 4:00 p.m.
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19. Adjournment – The Board will then adjourn to the next Regular Board Meeting to be held virtually on Monday, March 27, 2023, at 4:00 p.m.
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The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager’s office at (510) 477-7503 at least 24 hours in advance of the meeting.



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**TRI-CITY WASTEWATER**

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

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

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

**AGENDA**  
**Wednesday, March 8, 2023**  
**12:30 P.M.**

Karen W. Murphy  
*Attorney*

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

1. Call to Order

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2. Roll Call

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3. Public Comment

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4. Items to be reviewed for the Regular Board meeting of March 13, 2023:

- Review and Consider Approval of Investment Policy No. 2030
- 

5. Adjournment

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

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

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

Karen W. Murphy  
*Attorney*

**ENGINEERING AND INFORMATION TECHNOLOGY  
COMMITTEE MEETING**  
Committee Members: Director Handley and Director Lathi

**AGENDA**  
**Thursday, March 9, 2023**  
**11:30 A.M.**

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

1. Call to Order

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2. Roll Call

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3. Public Comment

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4. Items to be reviewed for the Regular Board meeting of March 13, 2023:

- Award the Construction Contract for the Plant Miscellaneous Improvements Project to W. M. Lyles Co.
  - Reject All Bids Received for the Cherry Pump Station Improvements Project
  - Authorize the General Manager to Execute an Agreement and Task Order Nos. 1 and 2 with Woodard & Curran, Inc. for the Alvarado Basin Capacity and Condition Assessment
- 

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.





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Tom Handley  
Pat Kite  
Anjali Lathi  
Jennifer Toy

**PERSONNEL COMMITTEE MEETING**  
Committee Members: Director Fernandez and Director Toy

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

**AGENDA**  
**Friday, March 10, 2023**  
**10:00 A.M.**

Karen W. Murphy  
*Attorney*

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

1. Call to Order

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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.

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4. Items to be reviewed for the Regular Board meeting of March 13, 2023:

- Review and Consider Approval of Classified Publicly Available Pay Schedule Effective March 1, 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.

**MINUTES OF THE MEETING OF THE  
BOARD OF DIRECTORS OF  
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING  
AUTHORITY  
February 27, 2023**

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

STAFF: Paul Eldredge, General Manager/District Engineer  
Karen Murphy, District Counsel  
Mark Carlson, Business Services Manager/CFO  
Armando Lopez, Treatment and Disposal Services Manager  
Jose Rodrigues, Collection Services Manager  
Raymond Chau, Technical Services Manager  
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager  
Chris Pachmayer, Fabrication, Maintenance, and Construction Team Coach  
Alisa Gordon, Human Resources Manager  
Gus Carillo, Enhanced Treatment and Site Upgrade Program Coordinator  
Trieu Nguyen, IT Administrator  
Michelle Powell, Communications and Intergovernmental Relations Coordinator  
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD MEETING OF FEBRUARY 6, 2023**

It was moved by Director Handley, seconded by Secretary Toy, to Approve the Minutes of the Special Board Meeting of February 6, 2023. Motion carried with the following vote:

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

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF FEBRUARY 13, 2023**

It was moved by Vice President Fernandez, seconded by Secretary Toy, to Approve the Minutes of the Board Meeting of February 13, 2023. Motion carried with the following vote:

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

**JANUARY 2023 MONTHLY OPERATIONS REPORT**

This item was reviewed by the Budget & Finance and Legal/Community Affairs Committees. 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 TERMINATE THE EMERGENCY ACTION TO REPAIR TWO SEWER LINES IN THE CITY OF FREMONT DAMAGED BY FIBER OPTIC LINE INSTALLATION**

This item was reviewed by the Engineering and Information Technology Committee. Collection Services Manager Rodrigues stated that on September 12, 2022, the Board adopted Resolution No. 2982 declaring an emergency and authorizing the expenditure of funds to allow staff to proceed with the expeditious repair of two sewer lines in the City of Fremont. Pursuant to Public Contract Code section 22050, the Board was required to review the status of emergency action at each subsequent meeting until the emergency action was terminated and authorize continuation of the emergency action. McGuire and Hester completed the repairs on both sewer lines. Staff recommended the Board consider a resolution to terminate the emergency action to repair two sewer lines in the City of Fremont damaged by fiber optic line installation.

It was moved by Director Kite, seconded by Secretary Toy, to Adopt Resolution No. 2995 Terminating the Emergency for the Repair of Two Sewer Lines in the City of Fremont Damaged by Fiber Optic Line Installation. Motion carried with the following vote:

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

**AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT AND TASK ORDER NO. 1 WITH BROWN AND CALDWELL FOR THE DIGESTER EFFICIENCY EVALUATION**

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Chau stated Task Order No. 1 would authorize Brown and Caldwell to perform an evaluation of the District's current infrastructure to identify improvements to the Plant's heat loop system. Brown and Caldwell would also determine the feasibility of implementing gas lance mixing at Primary Digesters No. 4 through 6 and installing a storage/blending tank for providing a combined sludge feed to the primary digesters. A description of tasks to be included in the evaluation, the scope of services, and fee for Task Order No. 1 were summarized in the Board meeting packet. Staff recommended the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Brown and Caldwell in the amount of \$353,491 for the Digester Efficiency Evaluation.

It was moved by Vice President Fernandez, seconded by Director Kite, to Execute an Agreement and Task Order No. 1 with Brown and Caldwell in the Amount of \$353,491 for the Digester Efficiency Evaluation. Motion carried with the following vote:

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

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

This item was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Chau stated Lennar Homes requested a six-month extension to their Temporary Sewer Siphon Connection Agreement with the District. The Agreement allows Lennar to operate a temporary sewer siphon until a permanent gravity sewer main has been constructed. Lennar will be required to close the Hickory Street-Seawind Way intersection in Newark to disconnect the temporary sewer siphon and install the permanent gravity sewer within Seawind Way. The City has not allowed Lennar to close the aforementioned intersection due to another developer's construction activities nearby. Lennar anticipates they will begin work in March 2023. The proposed Fourth Amendment will extend the term of the Agreement of August 31, 2023. In addition, the Fourth

Amendment would require Lennar to provide an additional \$20,000 to reimburse the District for maintenance of the temporary siphon and an additional \$5,000 for administrative costs; the Fourth Amendment would also provide that all deposit amounts will be non-refundable. Staff recommended the Board execute the Fourth Amendment to the Temporary Sewer Siphon Connection Agreement with Lennar Homes of California for the Gateway Station West, Bridgeway Development in the City of Newark, in the form included in the Board meeting packet subject to minor revisions that may be approved by the General Manager in consultation with General Counsel.

It was moved by Director Handley, seconded by Secretary Toy, to Authorize the General Manager to Execute the Fourth Amendment to the Temporary Sewer Siphon Connection Agreement with Lennar Homes of California for the Gateway Station West, Bridgeway Development in the City of Newark, in the Form Included in the Board Packet Subject to Minor Revisions that may be Approved by the General Manager in Consultation with General Counsel. Motion carried with the following vote:

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

### **COVID-19 AND AB 361 UPDATE**

General Manager Eldredge provided an update regarding COVID-19 impacts on District operations and coordination efforts. District Counsel Murphy provided an update regarding AB 361 and the end of the Governor's State of Emergency Declaration effective February 28, 2023. Effective March 1, 2023, all Board meetings will be held in person at the District office.

Board meetings have been held at 4:00 p.m. since the onset of the pandemic. The return to in-person Board meetings will begin a six-month trial period for holding Board meetings at 4:00 p.m. At the end of the trial period, staff will present an item to the Board summarizing feedback received regarding the 4:00 p.m. meeting start time.

Due to the earlier start time, the Board directed staff to forgo providing meals for special meetings and workshops and to instead provide light snacks and water

### **INFORMATION ITEMS:**

#### **Check Register**

There were no questions regarding the check register.

### **COMMITTEE MEETING REPORTS:**

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

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

- General Manager Eldredge stated Work Group scorecards had been suspended since the onset of the pandemic. Since that time, the Monthly Operations report has been redesigned to include much of the same information that was previously

part of the scorecard reports. There have also been additional opportunities for Coaches and other staff to present during Board meetings. For these reasons, General Manager Eldredge proposed the Work Group Scorecards be discontinued. The Board agreed with the General Manager's recommendation.

- Alameda County Water District (ACWD) requested a member of the Board participate as a judge for their annual Water Clips video contest. The guest judge will view and score the video entries April 17 – 21 and will attend the ACWD Board meeting of May 17, 2023, when the winners will be recognized. Director Handley volunteered to participate as a judge on behalf of the District.
- General Manager Eldredge provided an update regarding the District's Environmental Outreach Representative's presentations to school sites within the District service area and the new application required for all Fremont Unified School District visitors.
- District staff will volunteer as readers for Read Across America at Delaine Eastin Elementary School in Union City.

**OTHER BUSINESS:**

There was no other business.

**ADJOURNMENT:**

The meeting was adjourned at 4:44 p.m. to the next Regular Board Meeting to be held in the Boardroom on Monday, March 13, 2023, at 4:00 p.m.

SUBMITTED:

ATTEST:

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

\_\_\_\_\_  
JENNIFER TOY  
SECRETARY

APPROVED:

\_\_\_\_\_  
ANJALI LATHI  
PRESIDENT

Adopted this 13<sup>th</sup> day of March 2023



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Karen W. Murphy  
*Attorney*

**MARCH 13, 2023  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 7**

**TITLE:** Award the Construction Contract for the Plant Miscellaneous Improvements Project to W. M. Lyles Co. *(This is a Motion Item)*

**SUBMITTED:** Paul R. Eldredge, General Manager/District Engineer  
Raymond Chau, Technical Services Work Group Manager  
Curtis Bosick, CIP Team Coach  
Derek Chiu, Assistant Engineer

**Recommendation**

Staff recommends the Board award the construction contract, including Bid Alternate A, for the Plant Miscellaneous Improvements Project to W. M. Lyles Co. in the amount of \$5,544,390.

**Discussion**

Staff has identified various equipment and facilities in need of rehabilitation, replacement, and/or repairs to improve operation and maintenance of the plant. However, the scope of work or cost for each of these improvements is not extensive enough to warrant its own standalone construction project. Therefore, these improvements were combined into a larger construction project with the intent to facilitate more favorable bids.

The Plant Miscellaneous Improvements Project (Project) was advertised for bids on December 6, 2022. The District received and opened two bids on January 26, 2023. The bid results are shown in the table below. Please refer to the attached Table 1 for a detailed breakdown of the bids.

<b>Contractor</b>	<b>Total Contract Price (Total Base Bid plus Bid Alternate A)</b>
W.M. Lyles Co.	\$5,544,390
Disney Construction, Inc.	\$6,609,160

The Engineer's Estimate for the Project's is \$5,052,000. W. M. Lyles Co. (Lyles) was the apparent low bidder with a total price of \$5,544,390, which is 9.7% above the Engineer's Estimate. Staff is of the opinion that this bidding process was competitive based on the feedback received during the bidding period, current market conditions, and staff's analysis of the bids.

Although combining various improvements into a larger construction project does provide the advantage of economies of scale, feedback received indicates that these types of projects are typically less attractive for some contractors due to the higher overhead costs associated with managing the various scopes of work and multiple subcontractors and suppliers.

That said, staff believes that the higher bids for this project can mostly be attributed to costs associated with various structural concrete rehabilitation work throughout the plant. Additional feedback received indicates that there is a limited number of specialty contractors currently available to perform this type of work. However, staff still believes it is prudent to proceed with these repairs based on the poor condition of the concrete and the possibility that its condition could worsen. Refer to Figures 2 through 6 for photos illustrating the condition of the existing concrete.

Furthermore, staff's bid analysis indicates that Lyles' bid was lower than the other bidder because they are already mobilized onsite and working on a larger District project that accounts for much of the overhead costs and includes similar scopes of work. Accordingly, staff is recommending awarding the Project to Lyles and does not recommend delaying the construction and rebidding the project.

The Total Contract Price includes Bid Alternate A. Bid Alternate A is for providing Builder's Risk Insurance, a special type of property insurance that indemnifies against the loss of or damage to a building and equipment under construction. Bid Alternate A was in the amount of \$15,000 and staff recommends including it.

Staff has reviewed Lyles' bid and no irregularities were found. No bid protests were received. Lyles has confirmed that they will construct the Project as bid. Lyles is a General Engineering Class A Licensed contractor who is currently constructing the District's Enhanced Treatment and Site Upgrade Program – Phase 1A Aeration Basins Modifications Project.

The contractor has 550 calendar days to complete the Project from the Notice to Proceed, which puts the estimated substantial completion in September 2024. Staff plans to hire a consultant to provide construction management and inspection services for the Project.

### **Background**

Carollo Engineers, Inc. (Carollo) completed the Project's design in November 2022. The Project's scope included the following:



- Addition of safety railings and/or skylight fall protection covers on the roofs of six buildings within the WWTP.
- Replacement of the roof at the Degritter Building.
- Rehabilitation of structural concrete, coating, and/or steel for the following structures:
  - Odor Control Building Chemical Containment Area
  - Maintenance Shop Building Chemical Containment Area
  - Sludge Pump Room No. 1
  - East Primary Clarifier Building
  - Fuel Island Canopy
  - Surge Tower Staircase
  - Alvarado Influent Pump Station Flow Meter Pit
- Structural and mechanical improvements, including isolation gate replacement, to Bar Screen Channel No. 3 in the Headworks Building.
- Replacement of sodium hypochlorite piping feeding various in-plant processes.
- Replacement and modification of W4 piping at the Centrifuge Building and Odor Control Building.
- Addition of a manual hot water flushing system at the Thickener Control Building for cleaning sludge flowmeters.
- Installation of an electrical ductbank along the west side of the plant for a future plant network project.
- Addition of a new variable frequency drive for existing Reclaimed Water Pump No. 3 and replacement of existing remote base controller (RBC-2) with new programmable logic controller panel (PLC-69) in the Reclaimed Water Pump Room.
- Installation of a District-furnished SCADA view node cabinet and new backdraft dampers for the supply fans in the East Aeration Blower Building.

**Previous Board Action**

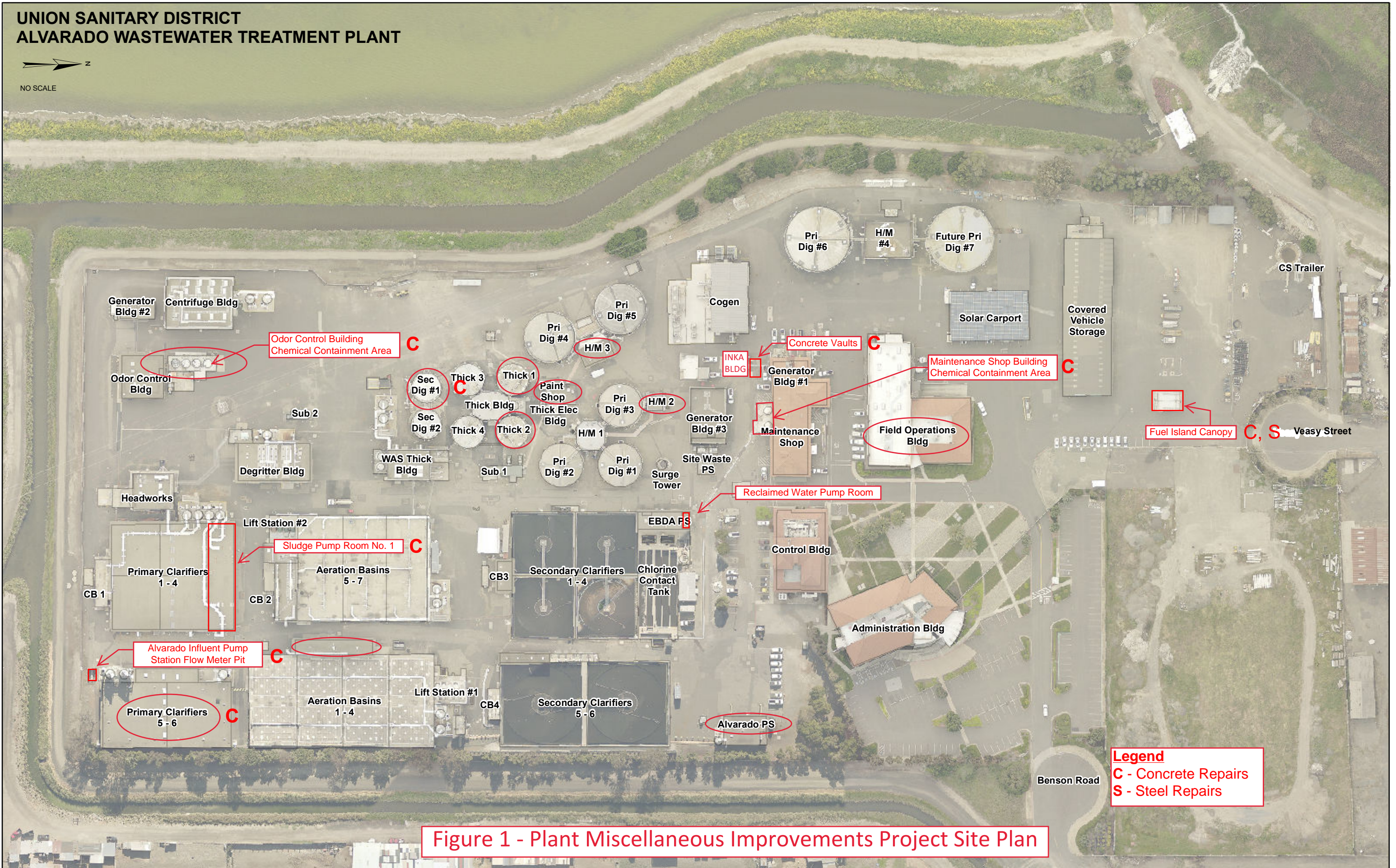
July 12, 2021 – The Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Carollo for final design services for the Project.

Attachments: Figure 1 – Site Plan  
Figures 2 through 6 – Photos of Existing Concrete  
Table 1 – Bid Tabulation Sheet  
Construction Agreement



**UNION SANITARY DISTRICT  
ALVARADO WASTEWATER TREATMENT PLANT**

NO SCALE



**Legend**  
**C** - Concrete Repairs  
**S** - Steel Repairs

**Figure 1 - Plant Miscellaneous Improvements Project Site Plan**





Figure 2 – Sludge Pump Room No. 1 – Spalled Concrete (Every three feet along wall)



Figure 3 – Sludge Pump Room No. 1 – Cracked Roof T-beam



Figure 4 – East Primary Clarifier Building – Multiple Cracked Roof T-beams





Figure 5 – Maintenance Shop Building Chemical Containment Area – Cracked and Delaminated Floors



Figure 6 – Alvarado Influent Pump Station Flow Meter Pit – Cracked Curb at Multiple Locations



**Plant Miscellaneous Improvements Project  
Table 1 - Bid Tabulation Sheet**

Plant Miscellaneous Improvements Project, Project No. 800-558  
 Bid Tabulation  
 Bid Opening: 2:30 pm, January 26, 2023  
 Engineer's Estimate: \$5,052,000 (Including Bid Alternate A)

Item	Description	Quantity	Unit	Engineer's Estimate	W.M. Lyles Co. Fresno, CA		Disney Construction Inc, Burlingame, CA	
				Total	Unit Price	Total	Unit Price	Total
1	Completion of all Work included as part of Contract Documents for Project No. 800-558, except as specified under Bid Items 2-7 and Bid Alternate A.	1	LS	\$ 3,224,000	LS	\$ 4,169,000	LS	\$ 4,340,000
2	Sodium hypochlorite system improvements	1	LS	\$ 776,000	LS	\$ 350,000	LS	\$ 600,000
3	Electrical duct bank along the west side of the plant	1	LS	\$ 662,000	LS	\$ 395,000	LS	\$ 700,000
4	Structural concrete repair, Type 2 repair	330	SF	\$ 82,000	\$ 375	\$ 123,750	\$ 400	\$ 132,000
5	Structural concrete repair, Type 3 repair	752	SF	\$ 271,000	\$ 570	\$ 428,640	\$ 830	\$ 624,160
6	Structural concrete repair: crack injection	200	LF	\$ 37,000	\$ 265	\$ 53,000	\$ 640	\$ 128,000
7	Cost for providing all shoring and bracing on all Bid Items above including but not limited to that as required by Sections 6700-6708 of the Labor Code.	1	LS	INCL.	LS	\$ 10,000	LS	\$ 5,000
<b>Total Base Bid</b>				<b>\$ 5,052,000</b>		<b>\$ 5,529,390</b>		<b>\$ 6,529,160</b>
Bid Alternate A	Builder's Risk Insurance	1	LS	INCL.	LS	\$ 15,000	LS	\$ 80,000
<b>Basis of Award - Total Base Bid Plus Bid Alternate A</b>				<b>\$ 5,052,000</b>		<b>\$ 5,544,390</b>		<b>\$ 6,609,160</b>



**AGREEMENT FOR THE CONSTRUCTION OF**  
**Plant Miscellaneous Improvements Project**

**Project No. 800-558**

THIS AGREEMENT, made and concluded, in duplicate, dated \_\_\_\_\_,  
between the UNION SANITARY DISTRICT (“District”), Union City, California, and W. M. LYLES CO.  
("Contractor"), License No. 422390.

W I T N E S S E T H :

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **Plant Miscellaneous Improvements Project (Project No. 800-558)** in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of five million five hundred forty four thousand three hundred ninety dollars (\$5,544,390) (the “Contract Price”) computed in accordance with Contractor’s accepted proposal dated January 26, 2023, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the following bid alternates that have been accepted by the District and are hereby incorporated in the Agreement: Bid Alternate A. Compensation shall be based upon the lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

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

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

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

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

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

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

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

rate.

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

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

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

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

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

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

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name

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

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

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

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

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until the Contractor submits written evidence that it

has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this agreement certifies to the District as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

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

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

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

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

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

8. Except as otherwise may be provided herein, Contractor hereby expressly guarantees for one (1) full year from the date of the substantial completion of the work under this agreement and acceptance thereof by the District, to repair or replace any part of the work performed hereunder

which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the work are, in the opinion of the District, rendered necessary as the result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from District, and without expense to District, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, District may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor and/or its sureties.

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

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

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

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

recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

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

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

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

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

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

15. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become

effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

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

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

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

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

Unless arising solely out of the active negligence, gross negligence or willful misconduct of the District or the Design Consultant, the Contractor shall indemnify, defend and hold harmless: (1) the



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

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

**W. M. LYLES CO.**

By: \_\_\_\_\_  
Tony Mueller  
Vice President, Division Manager  
P.O. Box 28130, Fresno, California 93729

**UNION SANITARY DISTRICT**

By: \_\_\_\_\_  
Jennifer Toy  
Board Secretary  
5072 Benson Road, Union City, California 94587

ATTEST:

\_\_\_\_\_  
Karen Murphy  
Attorney for Union Sanitary District



**USD** TREAT  
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est. 1918  
**TRI-CITY WASTEWATER**

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

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

Karen W. Murphy  
*Attorney*

**MARCH 13, 2023  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 8**

**TITLE:** **Reject All Bids Received for the Cherry Street Pump Station Improvements Project (*This is a Motion Item*)**

**SUBMITTED:** Paul R. Eldredge, General Manager/District Engineer  
Raymond Chau, Technical Services Work Group Manager  
Curtis Bosick, CIP Team Coach  
Thomas Lam, Associate Engineer  
Derek Chiu, Assistant Engineer

**Recommendation**

Staff recommends the Board reject all bids received for the Cherry Street Pump Station Improvements Project (Project).

**Discussion**

The Project was initially advertised for bids on August 30, 2022. The apparent low bidder was deemed non-responsive and the second low bidder exceeded the Engineer’s Estimate by 61%. Therefore, the Board directed staff to reject all bids and re-bid the Project. The Project was readvertised for bids on November 1, 2022. Four bids were received on December 6, 2022, with the results shown in the table below with a revised Engineer’s Estimate of \$400,000. Please refer to the attached Table 1 for a detailed breakdown of the bids.

<b>Contractor</b>	<b>Total Contract Price</b>
Casey Construction, Inc. (Emerald Hills, CA)	\$641,000
GSW Construction, Inc. (San Francisco, CA)	\$721,000
Kerex Engineering, Inc. (Martinez, CA)	\$732,500
WM Lyles Co. (Fresno, CA)	\$1,169,100

Staff anticipates future residential developments in Area 4 identified in the City of Newark's General Plan (see Figure 1) will necessitate a replacement of the Cherry Street Pump Station (PS) since the station does not have the capacity to handle the additional wastewater flows of the future developments. Accordingly, improvements that were included as part of the Project's scope were intended to keep the Cherry Street PS viable for at least the next decade as staff was uncertain of the schedule for these developments.

Recently staff has become aware that a developer may be ready to proceed with a residential development in Area 4. The future Stevenson Boulevard Lift Station (LS) will replace Cherry Street PS and will be designed to handle the wastewater flows of the future Area 4 development and the current flows into Cherry Street PS. The future Stevenson Boulevard LS will pump the combined wastewater flows to the existing gravity sewer on Boyce Road that drains into the Boyce Road LS.

The developer is proposing to proceed with the design and construction of the Stevenson Boulevard LS sooner than staff had anticipated. The proposed schedule would include the predesign effort starting within the next couple of months with the new station being constructed and operational within the next 4 to 5 years. Based on this information, staff believed it was prudent to re-evaluate the Cherry Street PS project scope prior to proceeding with the award.

Due to all the bids exceeding the Engineer's Estimate by a large percentage and the relatively short duration until the Cherry Street PS will be replaced, staff is recommending that the Board reject all bids for this Project. Public Contract Code Section 20805 allows the District to reject bids at its discretion. Meanwhile, staff will continue to look at making some lesser but critical improvements to the existing pump station to improve its reliability until the new lift station is operational.

### **Background**

The District's service area consists of three gravity drainage basins. The Cherry Street PS, located at 39888 Eureka Drive in the city of Newark, is located within the Irvington Basin. It collects wastewater flows from a small tributary system of gravity sewer mains and pumps directly into the 33-diameter twin force main pipelines. The station was constructed in the 1980s and needs improvements to maintain its reliability.

Staff anticipates that future residential developments in Area 4 identified in the City of Newark's General Plan will necessitate a replacement of the Cherry Street PS, which could be part of future development projects. However, these development projects will likely take time before they are ready to be implemented and the current condition of the pump station requires rehabilitation prior to system demands increasing.

Staff conducted a consultant procurement process in March 2020 and selected Carollo to perform the professional engineering services for the Project. These services included a condition assessment of the structural, mechanical, and electrical elements of Cherry Street PS and providing final design services for the recommended improvements. The condition assessment was completed in April 2020 and the final design was completed in May 2022.

### Project Scope

- Upgrading the utility power service capacity for the pump station
- Replacement of components within the existing electrical system panel and installation of new utility power meter and transformer
- Upsizing and modifications to discharge piping for the wastewater pumps
- Minor structural concrete repairs to the wet well
- Procurement and installation of a portable standby generator

The Project was initially advertised for bids on August 30, 2022. Staff received four bids on September 27, 2022 with the results shown in the table below.

<b>Contractor</b>	<b>Total Contract Price</b>
Kerex Engineering, Inc. (Martinez, CA)	\$635,000
Casey Construction, Inc. (Emerald Hills, CA)	\$768,000
McGuire and Hester (Alameda, CA)	\$845,150
Telstar Instruments (Concord, CA)	\$1,137,839

Kerex Engineering, Inc. (Kerex) was the apparent low bidder with a total contract price of \$635,000 or 33.7% above the Engineer's Estimate. However, Kerex did not provide sufficient evidence with its bid to demonstrate that they met the experience requirements in the bid documents. Consequently, staff received a bid protest and Kerex's bid was deemed non-responsive. Casey Construction, Inc. (Casey) was the second low bidder with a total contract price of \$768,000 or 61.7% above the Engineer's Estimate. Since Casey's bid exceeded both Kerex's bid and the Engineer's Estimate by a large percentage, the Board directed staff to reject all bids and re-bid the Project.

### **Previous Board Action**

July 25, 2022 – The Board authorized the General Manager to execute Amendment No. 1 to Task Order No. 2 with Carollo in the amount of \$29,561 to provide additional design services for the Project.

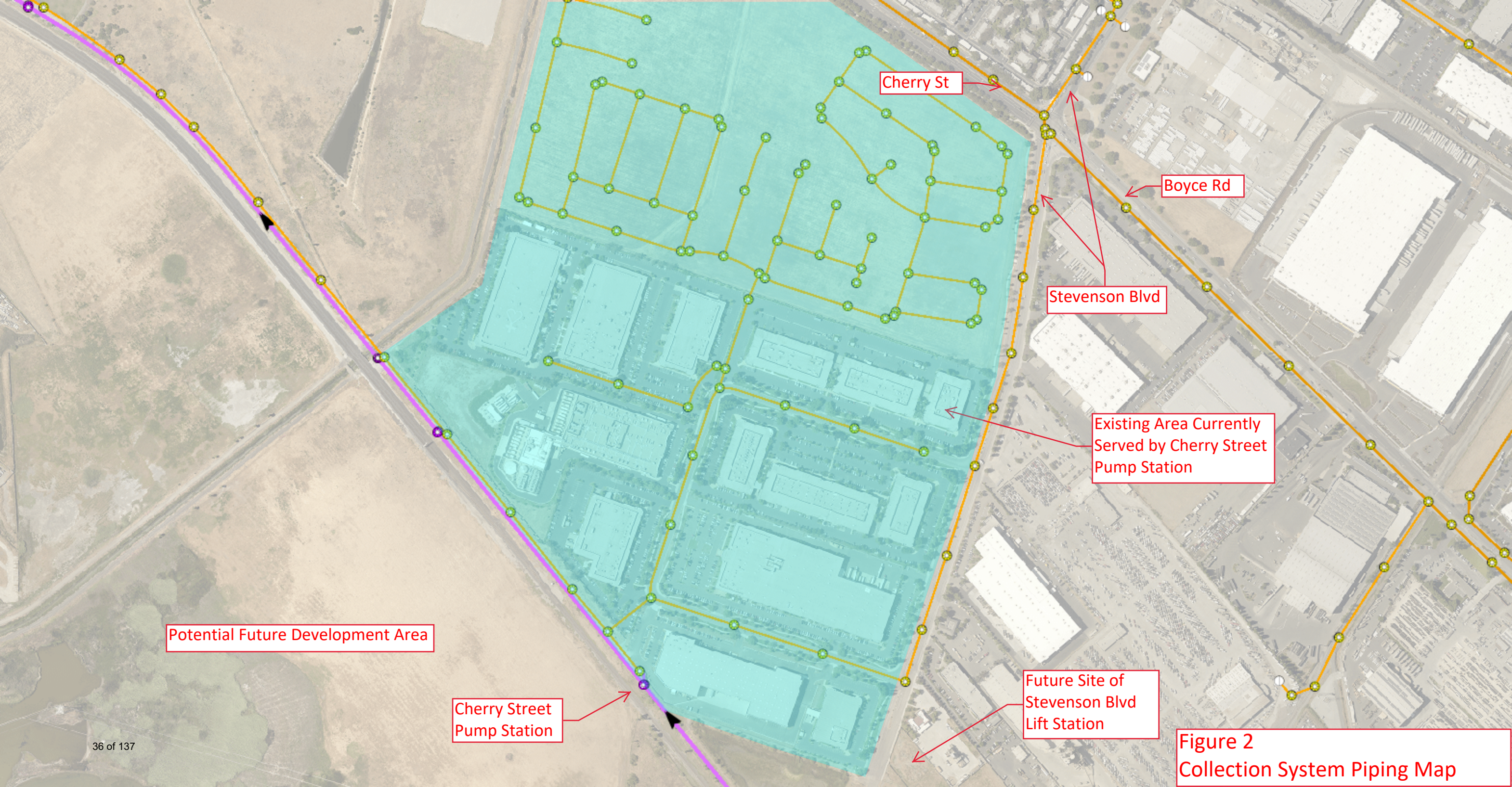
October 24, 2022 – The Board rejected all bids received for the Cherry Street Pump Station Improvements Project and authorized staff to re-bid the Project.

Attachments:      Figure 1 – City of Newark’s General Plan of Area 4  
                            Figure 2 – Collection System Piping Map  
                            Figure 3 – Cherry Street Pump Station Site Plan  
                            Figures 4 through 7 – Cherry Street Pump Station and Existing Equipment  
                            Table 1 – Bid Tabulation Sheet



**Figure 1**  
City of Newark's General Plan of Area 4





Potential Future Development Area

Cherry Street Pump Station

Cherry St

Boyce Rd

Stevenson Blvd

Existing Area Currently Served by Cherry Street Pump Station

Future Site of Stevenson Blvd Lift Station

Figure 2  
Collection System Piping Map





Existing Wetwell

Existing Electrical Equipment

Cherry Street Pump Station

Existing Valve Vault

Existing Twin Forcemain Manholes

Figure 3  
Cherry Street Pump Station  
Site Plan





Figure 4 – Cherry Street Pump Station



Figure 5 – Existing Wetwell and Pumps





Figure 6 – Existing Valve Vault And Pump Discharge Valves

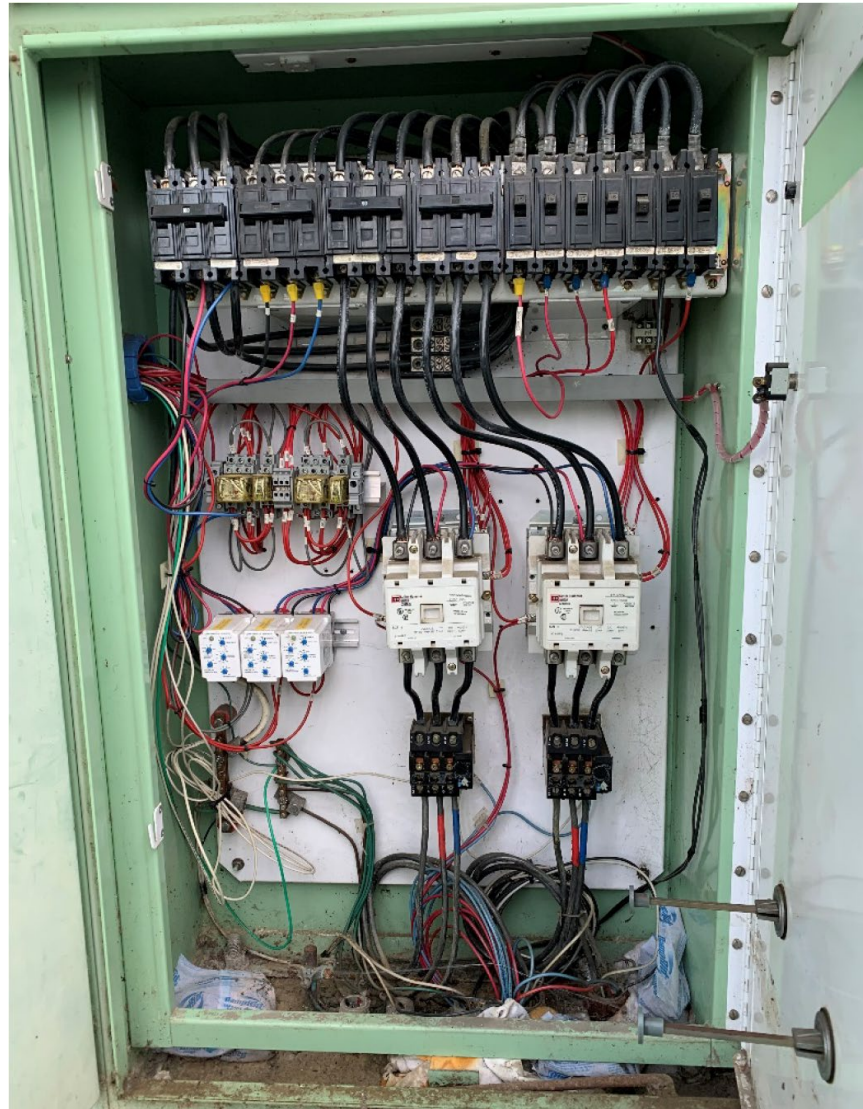


Figure 7 – Existing Electrical Equipment

**Table 1 - Bid Tabulation**  
**Cherry Street Pump Station Improvements Project, No. 800-514**

Bid Item No.	Bid Item	Unit	Estimated Quantity	Casey Construction, Inc. (Emerald Hills, CA)	GSW Construction, Inc. (San Francisco, CA)	Kerex Engineering, Inc. (Martinez, CA)	WM Lyles Co. (Fresno, CA)
				Total Bid Price			
1	Cost for completing all Work included as part of Contract Documents for Project No. 800-514, except as specified under items 2 and 3.	LS	1	\$605,000	\$667,500	\$690,000	\$1,055,500
2	Allowance for unforeseen utilities	LS	1	\$20,000	20,000	20,000	\$20,000
3	Cost for providing all shoring and bracing on all Bid Items above including but not limited to that as required by Sections 6700-6708 of the Labor Code.	LS	1	\$2,000	17,000	15,000	\$5,000
Bid Alternate A	Builder's Risk Insurance	LS	1	\$14,000	16,500	7,500	\$88,600
<b>Contract Price (Total Base Bid + Bid Alternate A) - This is the basis of award</b>				<b>\$641,000</b>	<b>\$721,000</b>	<b>\$732,500</b>	<b>\$1,169,100</b>

Engineer's Revised Estimate: \$400,000



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**TRI-CITY WASTEWATER**

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

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

Karen W. Murphy  
*Attorney*

**MARCH 13, 2023  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 9**

**TITLE:** Authorize the General Manager to Execute an Agreement and Task Order Nos. 1 and 2 with Woodard & Curran, Inc. for the Alvarado Basin Capacity and Condition Assessment (*This is a Motion Item*)

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

**Recommendation**

1. Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 in the amount of \$69,890 with Woodard & Curran, Inc. to conduct the condition assessment portion of the Alvarado Basin Capacity and Condition Assessment; and
2. Conditional on the Board's consideration and adoption of the FY 24 Special Projects budget, staff recommends the Board authorize the General Manager to execute Task Order No. 2 in the amount of \$329,450 with Woodard & Curran, Inc. to conduct the balance of the scope for the Alvarado Basin Capacity and Condition Assessment.

**Discussion**

Staff regularly assesses both the capacity and condition of the gravity sewers within the District's collection system. The goal of these assessments is to develop a long-term capital improvement program that will provide for adequate hydraulic capacity in the sewer system as well as address maintenance and structural problems. Assessments typically coincide with the completion of closed-circuit television (CCTV) inspections for each of the three drainage basins. In 2022, staff completed the planned CCTV inspections for the Alvarado Basin.

Task Order No. 1 – Condition Assessment

The purpose of Task Order No. 1 is to authorize Woodard & Curran, Inc. (W&C) to perform a condition assessment of the Alvarado Basin’s gravity sewer collection system based on the latest CCTV inspection data and other data relating to sewer pipeline assets, maintenance frequency, and service area characteristics. This assessment will include:

- Compiling/reviewing existing data and documents relevant to the assessment.
- Interviewing District staff to gather information on the planning, design, operation, and performance of the collection system.
- Identifying pipes requiring repair, rehabilitation, or replacement based on the results of the condition assessment, including relative priorities and estimated costs.
- Summarizing findings and recommendations to be included in the Alvarado Capacity and Condition Assessment Report that will be prepared under Task Order No. 2.

The scope of services and fee for Task Order No. 1 are summarized below:

<b>Task No.</b>	<b>Task Description</b>	<b>Fee</b>
1	Project Management and Coordination	\$10,400
2	Review Existing Information	\$7,610
3	Sewer Condition Assessment	\$51,880
	<b>Total Not-to-Exceed Task Order Fee</b>	<b>\$69,890</b>

All work under Task Order No. 1 is expected to be completed by winter 2023.

Task Order No. 2 – Capacity Assessment

The purpose of Task Order No. 2 is to authorize W&C to perform the balance of the scope for the Alvarado Basin Capacity and Condition Assessment. Among other things, this will include:

- Updating and expanding the hydraulic model for the Alvarado Basin collection system using the District’s latest Geographic Information System (GIS) and customer billing data. The model shall be expanded to include all pipes in the collection system.
- Calibrating the hydraulic model using the latest wet weather flow monitoring data. Wet weather flow monitoring will be conducted during the 2023-2024 wet weather season.
- Updating future flow projections for the Alvarado Basin based on the land use plans of the cities of Union City and Fremont.
- Identifying capacity deficiencies and potential solutions to correct these deficiencies.
- Developing and prioritizing capital improvement projects based on the results of the capacity and condition assessments.



- Updating a GIS map showing the approximate pollutant travel times through the Alvarado Basin collection system to the Plant or other locations in the system.
- Determining the available storage volume in the Alvarado Basin collection system and verify the critical manhole that would first experience a sanitary sewer overflow under conditions when the Alvarado Influent Pump Station may be shut down.

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

<b>Task No.</b>	<b>Task Description</b>	<b>Fee</b>
1	Project Management and Coordination	\$13,250
2	Flow Monitoring	\$94,157
3	Update Land Use Data	\$44,710
4	Modeling and Capacity Analysis	\$81,822
5	Develop CIP for Capacity Improvements	\$34,150
6	Prepare Capacity and Condition Assessment Report	\$31,663
7	Update Pollutant Travel Time Analysis	\$20,335
8	Storage Volume Modeling Analysis	\$9,363
<b>Total Not-to-Exceed Task Order Fee</b>		<b>\$329,450</b>

Task Order No. 2 will be executed on the condition that the Board considers and adopts the FY 24 Special Projects budget. All work under Task Order No. 2 is expected to be completed by winter 2024.

Staff believes the total proposed fees for Task Order Nos. 1 and 2 to be reasonable. The level of effort and fee are comparable to the Irvington Basin Capacity and Condition Assessment performed by W&C in 2020.

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

<b>Description</b>	<b>Fee</b>
Task Order No. 1 – Condition Assessment	\$69,890
Task Order No. 2 – Capacity Assessment	\$329,450
<b>Total for this Agreement</b>	<b>\$399,340</b>

**Background**

The District’s wastewater collection system consists of three major drainage basins: Alvarado, Newark, and Irvington (Figure 1: Sewer Drainage Basins Map). The Alvarado Basin is the northernmost basin of the District’s service area and includes portions of the cities of Union City and Fremont. The average dry weather flow from this basin is approximately 10 million gallons per day. The major trunk sewers in the basin convey flow to the District’s Alvarado Influent Pump

Station. From there, the flows are pumped into the District's Alvarado Wastewater Treatment Plant.

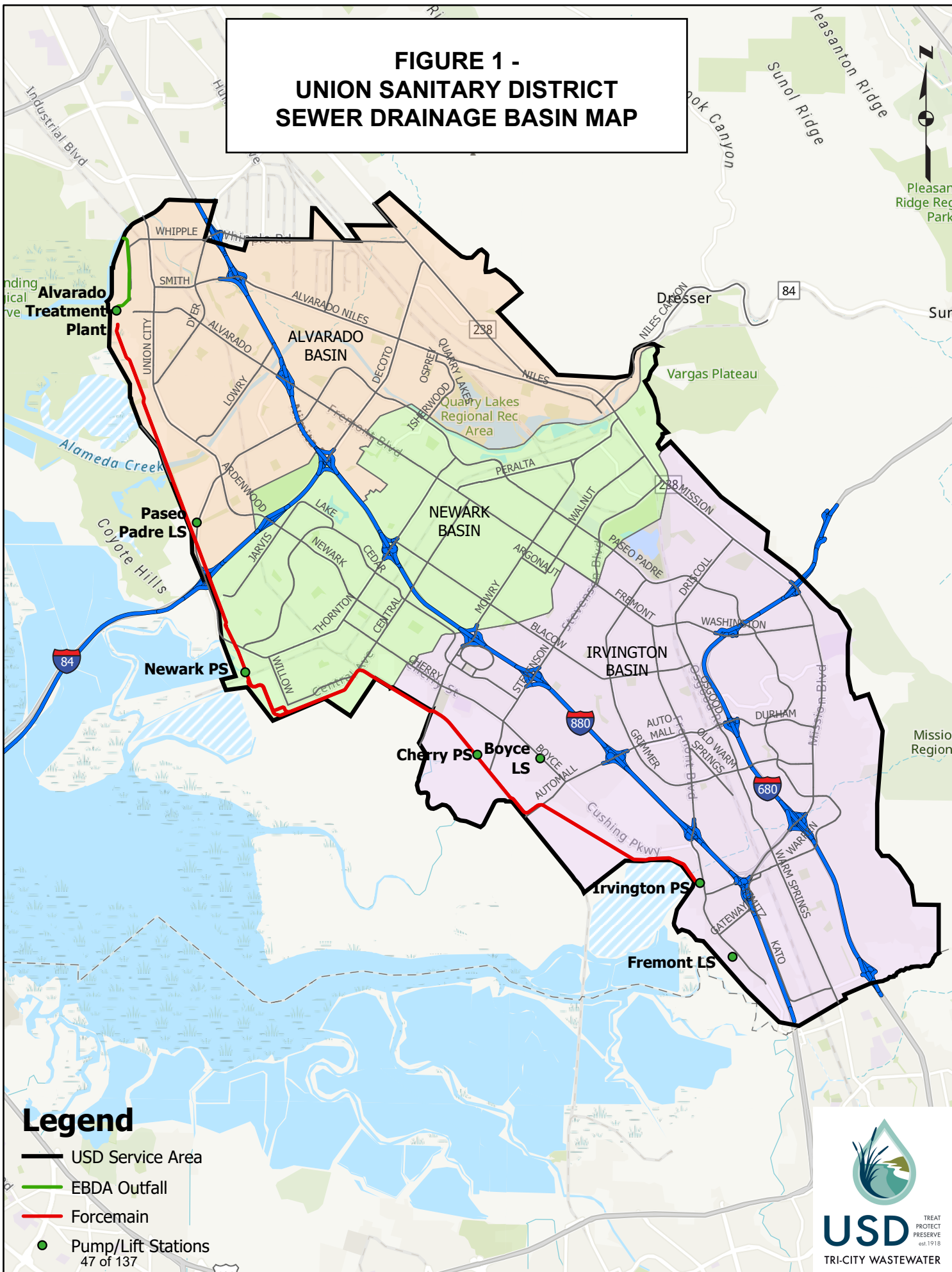
In 1997, the District performed its first capacity and condition assessment of the Alvarado Basin. Since then, this assessment has been updated twice in 2008 and 2017.

**Previous Board Action**





None

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

**FIGURE 1 -  
UNION SANITARY DISTRICT  
SEWER DRAINAGE BASIN MAP**



**Legend**

-  USD Service Area
  -  EBDA Outfall
  -  Forcemain
  -  Pump/Lift Stations
- 47 of 137



**ALVARADO BASIN CAPACITY AND CONDITION ASSESSMENT**

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

WOODARD & CURRAN, INC.

FOR

PROFESSIONAL SERVICES

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

WITNESSETH:

WHEREAS, District intends to conduct an Alvarado Basin Capacity and Condition Assessment (hereinafter referred to as Assessment), and,

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

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

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

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

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

## ARTICLE 2 - COMPENSATION

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

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

Definitions are as follows:

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

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

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

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

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

ARTICLE 3 - PERIOD OF SERVICE

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

ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

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

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

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

#### ARTICLE 5 - STANDARD OF CARE

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

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

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

#### ARTICLE 7 - SUBCONTRACTING

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



## ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

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

## ARTICLE 9 - OWNERSHIP OF DOCUMENTS

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

## ARTICLE 10 - RECORDS OF LABOR AND COSTS

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

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

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

#### ARTICLE 11 - INSURANCE

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

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

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

11.3 Comprehensive General Liability Insurance as will protect Engineer and District from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the Engineer's operations under this Agreement, which insurance shall name the District as additional insured. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence and aggregate. Such insurance will insure Engineer and District from any and all claims arising from the following:

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

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

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

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

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

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

#### ARTICLE 12 - LIABILITY AND INDEMNIFICATION

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

- 12.7 To the maximum extent permitted by law, Engineer's liability for District's damage will not exceed the aggregate compensation received by Engineer under this Agreement or the maximum amount of professional liability insurance available at the time of any settlement or judgement, which ever is greater.

#### ARTICLE 13 - INDEPENDENT CONTRACTOR

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

#### ARTICLE 14 - COMPLIANCE WITH LAWS

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

#### ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

#### ARTICLE 16 - TERMINATION OF CONTRACT

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



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

#### ARTICLE 17 - UNCONTROLLABLE FORCES

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

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

#### ARTICLE 18 - MISCELLANEOUS

18.1 A waiver by either District or Engineer of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the

event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

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

#### ARTICLE 19 - INTEGRATION AND MODIFICATION

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

#### ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

assist him/her in the performance of the Services hereunder and in accordance with Article 7.

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

#### ARTICLE 21 – INFORMATION SYSTEM SECURITY

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

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

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

#### ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

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

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

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

ARTICLE 23 - EXCEPTIONS

23.1 Replace Article 12.7 with the following:

“12.7 To the maximum extent permitted by law, Engineer’s liability for District’s damage will not exceed the aggregate compensation received by Engineer under this Agreement or the amount of professional liability insurance as required by this Agreement at the time of any settlement or judgment, which ever is greater.”

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

UNION SANITARY DISTRICT

WOODARD & CURRAN, INC.

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

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

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

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

**ALVARADO BASIN CAPACITY AND CONDITION ASSESSMENT**

TASK ORDER NO. 1

TO

AGREEMENT BETWEEN

UNION SANITARY DISTRICT

AND

WOODARD & CURRAN, INC.

FOR

PROFESSIONAL SERVICES

Dated \_\_\_\_\_

1. PURPOSE

The purpose of Task Order No. 1 is to perform a condition assessment of the District's Alvarado Basin gravity sewer collection system. This assessment shall include the following:

- Update the condition assessment of the District's Alvarado Basin gravity sewer collection system based on the latest closed-circuit television (CCTV) inspection data for sewers in the Basin.
- Identify pipes requiring repair, rehabilitation, or replacement based on the results of the condition assessment, including relative priorities and estimated costs.
- Prepare a document summarizing condition assessment results. Document shall be suitable for inclusion in the future Alvarado Basin Capacity and Condition Assessment report to be prepared under a subsequent task order.

2. PROJECT COORDINATION

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



### 3. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the cost estimate presented in Exhibit B.

#### **Task 1 – Project Management and Coordination**

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

##### **Subtask 1.1 – Meetings**

Engineer shall hold a kickoff meeting with District staff to review the scope of the Task Order and solicit relevant information related to the tasks included in the Task Order. The kickoff meeting is budgeted under Subtask 2.2. The Engineer shall also hold one additional meeting at the conclusion of the Task Order to review and discuss study results. Engineer shall prepare an agenda and minutes for each meeting. All meetings are assumed to be virtual.

##### **Subtask 1.2 – Project Management**

This subtask includes day-to-day project management activities, including schedule and budget monitoring, and invoice preparation. Engineer shall submit a brief progress memorandum to the District each month describing the work completed during the previous month and the anticipated work in the following month and summarizing the status of the project budget and schedule.

##### **Subtask 1.3 – Quality Control**

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

## **Task 2 – Review Existing Information and Interview Staff**

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

### **Subtask 2.1 – Compile and Review Existing Data and Documents.**

The District will provide available pertinent information, including the following:

- Latest District block book maps, sewer (pipes and manholes) and base map (streets, highways, railroads, water bodies, etc., as available) GIS files, including relevant attribute data, and digital orthophotography for the Alvarado Basin.
- GIS parcel files and customer billing data (MS Excel or MS Access format) by parcel.
- Reports and plans for any trunk sewer projects in the Alvarado Basin completed since the last update of the hydraulic model (and not included in the GIS files), currently under design or construction, or planned for construction soon.
- Closed-circuit television (CCTV) inspection data and maintenance history data for the Alvarado Basin (MS Excel or MS Access format).
- InfoMaster files from the District's 2016 Wastewater Collection System Preventative Maintenance Evaluation study.
- Recent flow data in electronic format for the Alvarado Pump Station, Paseo Padre Lift Station, and any other recent flow monitoring studies conducted in the Alvarado Basin.

Engineer shall review the information for applicability to the tasks in the study.

### **Subtask 2.2 – Conduct Interviews with District Staff**

Engineer shall conduct an interview session (approximately 2 hours) with selected members of the District's Technical Services and Collection Services Work Groups to obtain additional information that may not be contained in the data and documents collected in Subtask 2.1 and to identify problem areas in the Alvarado Basin based on their field experience in the collection system. The interview session shall be held in conjunction with the project kickoff meeting. The kickoff meeting attended by District staff and Engineer's project team shall be held to review the project scope and schedule and discuss key issues and the respective roles and responsibilities of all team members. Additional discussions shall also be held as necessary with District staff responsible for

maintaining the GIS and billing databases to address any questions related to use of these databases for the project.

### **Task 3 – Sewer Condition Assessment**

The purpose of this task is to update the condition assessment of the District's Alvarado Basin gravity sewer collection system based on the latest CCTV inspection data for sewers in the basin and other data relating to sewer pipeline assets, maintenance frequency, and service area characteristics. The condition assessment shall be based on National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) data standards, using Innovyze's InfoAsset Planner™ (formerly called InfoMaster) asset management/capital planning software configured for the District's data and condition assessment process. The condition assessment results shall be summarized in a document suitable for inclusion in the Alvarado Capacity and Condition Assessment report to be prepared under a subsequent task order. Engineer shall use its own license to InfoAsset Planner for this task.

#### **Subtask 3.1 – Load and Review Alvarado Basin CCTV Inspection, Cleaning Frequency and Sewer GIS Data**

Engineer shall load the CCTV inspection, cleaning frequency, and pipe inventory data records from the District's current GIS database and PACP CCTV inspection database into InfoAsset Planner. It is understood that all the latest CCTV inspection data for the Alvarado Basin has been collected in NASSCO PACP format, and only data in that format shall be used for this project. It is also understood that the District will provide the CCTV inspection data in a PACP standard exchange MS Access database format filtered only for inspections conducted for purposes of condition assessment (full inspections). It is also assumed that any completed sewer repair, rehabilitation, or replacement work conducted in the Alvarado Basin shall be reflected in the TV inspection data and that the inspected pipes can be linked to pipes in GIS based on their respective upstream and downstream manhole IDs. For the Alvarado Basin, basic data checks shall be run to identify any missing or obviously erroneous data (e.g., missing diameters or lengths, pipes with CCTV inspection dates but no data, inspection records not linked to GIS pipes, etc.). The District shall be responsible for updating the database files required to correct data errors identified as part of this task or providing corrected data in a format that can be easily updated in InfoAsset Planner as necessary. Pipes without recent CCTV inspection data shall be identified and a list provided to the District. Any needed corrections to the data will be provided by the District. Engineer shall attempt to re-load corrected data one time. After this attempt, any CCTV records that cannot be linked directly to a pipe in GIS or are otherwise incomplete shall not be used in the assessment.

### **Subtask 3.2 – Update Data Used for Consequence of Failure (COF) Factors and Rehabilitation Cost Calculations**

If needed, Engineer shall update data used to determine COF factors for the Alvarado Basin. Engineer shall use the same unit costs used for rehabilitation cost calculations as used for the Irvington Basin condition assessment unless specific changes to unit costs are provided by the District, except unit costs may be adjusted based on the ENR Construction Cost Index as appropriate.

### **Subtask 3.3 – Develop Sewer Condition Ratings and Rehabilitation Recommendations and Budgets**

Engineer shall implement an InfoAsset Planner risk model based on the Likelihood of Failure (LOF) and COF criteria and the rehabilitation decision criteria previously defined for the Irvington Basin condition assessment. The model shall be used to generate condition ratings, risk scores, and preliminary rehabilitation recommendations, priorities, and budgets for all the sewers in the Alvarado Basin that are contained in the CCTV inspection database and were inspected using NASSCO PACP standards. The ratings and rehabilitation method recommendations, priorities, and budgets shall be provided to the District for review. The District will also provide lists of any pipe segments in the Alvarado Basin where repair, rehabilitation, or replacement projects may have been completed since the last CCTV inspection cycle and therefore not reflected in the CCTV inspection data. Engineer shall flag these segments but shall not make any changes to the InfoAsset Planner data or reports.

### **Subtask 3.4 – Summarize Results**

Engineer shall prepare a draft and final document, suitable for incorporation as a chapter in the Alvarado Basin Capacity and Condition Assessment Report to be prepared under a separate task order, to summarize the results of the sewer condition assessment. The document shall also include appendices containing the relevant InfoAsset Planner reports in MS Excel format. Engineer shall also provide the InfoAsset Planner geodatabase files used for the study. It is acknowledged that direct comparison of results to the previous Alvarado Basin condition assessment completed for the 2017 Alvarado Basin Sewer Master Plan Update may not be possible because of the different methodologies used as well as changes to the Hansen cleaning areas made since that time.

#### **Assumptions:**

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

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

4. DELIVERABLES

Deliverables for this assessment are listed below:

- Meeting agenda and minutes; monthly invoices and progress reports.
- Kickoff meeting/interview agenda and minutes.
- Updated InfoAsset Planner geodatabase files.
- Draft and final condition assessment summary report chapter and appendices in both Word and .pdf formats.
- InfoAsset Planner reports in MS Excel format.

5. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The Engineer’s schedule of standard hourly rates are shown in Exhibit A and the not-to-exceed amount shall be \$69,890. A summary of the anticipated distribution of cost and manpower between tasks in shown in Exhibit B.

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

<b>Task Order / Amendment</b>	<b>Not to Exceed Amount</b>	<b>Board Authorization Required?</b>	<b>District Staff Approval</b>
Task Order No. 1 – Condition Assessment	\$69,890	No	Paul R. Eldredge
<b>Total</b>	<b>\$69,890</b>		



6. TIME OF COMPLETION

The work defined in this Task Order shall be completed in 260 calendar days after the execution of this Task Order and subject to the conditions of Article 3 of this Agreement (there are no previously executed task orders or amendments). The task order completion date therefore extends into the District's 2023/2024 fiscal year. The anticipated schedule is shown in Exhibit C.

7. KEY PERSONNEL

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

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

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

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

DISTRICT:

ENGINEER:

UNION SANITARY DISTRICT

WOODARD & CURRAN, INC.

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

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

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

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

## Municipal Standard 2023

STAFF TYPE	HOURLY RATE
Project Assistant	\$130
Drafter	\$150
Designer / Engineer 1 / Planner 1 / Technical Specialist 1	\$200
Engineer 2 / Planner 2 / Technical Specialist 2	\$225
Engineer 3 / Planner 3 / Senior Designer / Technical Specialist 3	\$250
Project Engineer 1 / Project Planner 1 / Project Technical Specialist 1	\$265
Project Engineer 2 / Project Planner 2 / Project Technical Specialist 2	\$280
Project Manager 1 / Technical Manager 1	\$300
Project Manager 2 / Technical Manager 2	\$315
SCADA Service Manager / Senior Project Manager / Senior Technical Manager	\$335
Senior Technical Leader	\$345
National Practice Leader	\$350
EXPENSES	
Travel	\$0.655 / mile
Other Direct Costs	At Cost
Subconsultants/Subcontractors	At Cost Plus 5%

### NOTES

Mileage rate will change as the federal allowable rate is modified.

# Exhibit B

Union Sanitary District - Alvarado Basin Capacity and Condition Assessment

Fee Estimate - Task Order No. 1

Tasks	Labor (1)									Total Hours	Total Labor Costs (2)	Sub Consultant Total Cost (3)	Total ODCs (4)	Total Estimated Fee
	PIC/ Technical Advisor	Project Manager	Project Engineer	Engineer Support	Sewer Improve-ments/Cost Estimating	Storage Volume Analysis	Technical Review	GIS/ Software Support	Project Assistant					
	Gisa Ju	Nuria Bertran-Ortiz	Nathan Hanson	Dylan Merlo	Glenn Hermanson	Taylor Christmas	Chris van Lienden							
Billing Classification >> 2023 Rate >>	STPL	TM2	PE1	E2	STPL	TM1	TM2	PE2	PA					
	\$345	\$315	\$265	\$225	\$345	\$300	\$315	\$280	\$130					
<b>Task 1: Project Management &amp; Coordination</b>														
1.1 - Meetings	1	2	2	2						7	\$1,985	\$0	\$100	\$2,085
1.2 - Project Management	2	8	4						8	22.0	\$5,390	\$0	\$0	\$5,390
1.3 - Quality Control (5)	1	4	2		1		1		1	10	\$2,925	\$0	\$0	\$2,925
Subtotal Task 1:	4	14	8	2	1	0	1	0	9	39	\$10,300	\$0	\$100	\$10,400
<b>Task 2: Review Existing Information</b>														
2.1 - Compile & Review Existing Information		4	10							14	\$3,910	\$0	\$0	\$3,910
2.2 - Conduct Interviews w/District staff	4	4	4							12	\$3,700	\$0	\$0	\$3,700
Subtotal Task 2:	4	8	14	0	0	0	0	0	0	26	\$7,610	\$0	\$0	\$7,610
<b>Task 3: Sewer Condition Assessment</b>														
3.1 - Load CCTV, Cleaning, and GIS Data	2	2	16	40						60	\$14,560	\$0	\$0	\$14,560
3.2 - Update COF Factors & Rehab Cost Calculations	2	2	16	24						44	\$10,960	\$0	\$0	\$10,960
3.3 - Develop Condition Ratings & Rehab Recommendations	2	2	16	40	4					64	\$15,940	\$0	\$0	\$15,940
3.4 - Summarize Results	2	4	16	16			2			40	\$10,420	\$0	\$0	\$10,420
Subtotal Task 3:	8	10	64	120	4	0	2	0	0	208	\$51,880	\$0	\$0	\$51,880
<b>TOTAL</b>	<b>16</b>	<b>32</b>	<b>86</b>	<b>122</b>	<b>5</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>9</b>	<b>273</b>	<b>\$69,790</b>	<b>\$0</b>	<b>\$100</b>	<b>\$69,890</b>

1. Additional Woodard & Curran staff may perform work on the project, based on the rate schedule in Attachment 1.
2. The individual hourly rates include salary, overhead and profit. 3% increase in billing rates assumed for work to be performed in 2024.
3. Subconsultant flow monitoring services will be billed on a lump sum basis based on percentage of completion at actual cost plus 5%.
4. Other direct costs (ODCs) such as outside reproduction, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at cost. Travel allowance for up to 3 in-person meetings is included.
5. For STAR workshop.

# Exhibit C

Union Sanitary District - Alvarado Basin Capacity and Condition Assessment

Proposed Project Schedule - Task Order No. 1

Task/Subtask	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23
<b>1 - Project Management &amp; Coordination</b>									
Meetings, Project Management, and QA/QC									
<b>2 - Review Existing Information</b>									
2.1 - Compile & Review Existing Information									
2.2 - Conduct Interviews w/District staff									
<b>3 - Sewer Condition Assessment</b>									
3.1 - Load CCTV, Cleaning, and GIS Data									
3.2 - Update COF Factors & Rehab Cost Calculations									
3.3 - Develop Condition Ratings & Rehab Recommendations									
3.4 - Summarize Results									

# ALVARADO BASIN CAPACITY AND CONDITION ASSESSMENT

TASK ORDER NO. 2

to

AGREEMENT BETWEEN

UNION SANITARY DISTRICT

AND

WOODARD & CURRAN, INC.

FOR

PROFESSIONAL SERVICES

Dated \_\_\_\_\_

## 1. PURPOSE

The purpose of Task Order No. 2 is to perform a capacity assessment of the District's Alvarado Basin gravity sewer collection system. This assessment shall include the following:

- Update and expand the hydraulic model for the Alvarado Basin collection system using the District's latest GIS and customer billing data. The model shall be expanded to include all pipes in the collection system.
- Calibrate the hydraulic model using the latest wet weather flow monitoring data. Wet weather flow monitoring shall be conducted as part of this Task Order during the 2023-2024 wet weather season.
- Update future flow projections for the Alvarado Basin based on the land use plans of the cities of Fremont and Union City.
- Identify capacity deficiencies and potential solutions to correct these deficiencies.
- Develop and prioritize capital improvement projects based on the results of the capacity and condition assessments.
- Prepare the Alvarado Basin Capacity and Condition Assessment report.
- Update the model analysis and mapping of estimated pollutant travel times through the Alvarado Basin collection system to the Alvarado Wastewater Treatment Plant (WWTP).



- Conduct an analysis to identify the critical manhole that would first experience a sanitary sewer overflow (SSO) under conditions when the Alvarado Influent Pump Station may be shut down and determine the potential storage available in the Alvarado Basin collection system under those conditions.

## 2. PROJECT COORDINATION

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

## 3. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the cost estimate presented in Exhibit B.

### **Task 1 – Project Management and Coordination**

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

#### **Subtask 1.1 – Meetings**

Progress meetings with District staff shall be held on an as-needed basis during the study. Budget for three (3) meetings is included. Engineer shall prepare an agenda and minutes for each meeting. Progress meetings are assumed to be virtual.

#### **Subtask 1.2 – Project Management**

This subtask includes day-to-day project management activities, including schedule and budget monitoring, subcontract administration, and invoice preparation. Engineer shall submit a brief progress memorandum to the District each month describing the work completed during the previous month and the anticipated work in the following month and summarizing the status of the project budget and schedule.

#### **Subtask 1.3 - Quality Control**

In compliance with its company's Quality Assurance/Quality Control (QA/QC) program, throughout the project, Engineer shall follow established QA/QC procedures for review of data, results, and deliverables prior to submittal to the District. (Note: labor effort and budget for QC review and checking are included under individual project tasks.)

## **Task 2 – Flow Monitoring**

In this task, a wet weather flow monitoring program shall be conducted in the Alvarado Basin to obtain data to verify design flow criteria and calibrate the hydraulic model. The monitoring program shall consist of fourteen (14) flow meters on major trunk sewers and three (3) rain gauges installed in the Basin for a period of sixty (60) days. The date for the start of flow monitoring shall be determined jointly by Engineer and District and shall depend on weather patterns in the 2023/24 winter season. It is anticipated that the flow meters and rain gauges shall be installed in December 2023 or January 2024. If sufficient rainfall events do not occur during the 60-day monitoring period, then the District may authorize extension of the monitoring in two-week increments by amendment to this Task Order.

### **Subtask 2.1 – Prepare Flow Monitoring Plan**

Engineer shall utilize the existing GIS and model of the existing Alvarado Basin trunk sewer system to identify proposed flow monitoring locations. Engineer shall submit the proposed flow monitoring plan for approval by the District prior to the start of flow monitoring.

### **Subtask 2.2 – Conduct Flow Monitoring**

Engineer shall subcontract with ADS Environmental Services (ADS) for conducting the flow monitoring work. The flow monitoring shall utilize depth-velocity type portable flow meters and continuous recording tipping bucket rain gauges. ADS shall be responsible for providing, installing, monitoring, and retrieving all flow and rainfall monitoring equipment, including meters and gauges, mounting devices, portable velocity meter, and equipment needed for confined space entry and traffic control. ADS will utilize a two-person crew to perform all field work in compliance with State, Federal, and local standards for confined space entry, and will provide basic traffic control including two persons, 15 cones, 2 to 3 signs and one (1) vehicle-mounted flashing arrow board. District shall provide staff support if additional traffic control or other field assistance is required and shall be responsible for any required encroachment permit fees.

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

monitoring period. The raw data will be collected wirelessly and uploaded on a daily basis to ADS's PRISM™ web data platform. ADS will provide access to PRISM for the District and Engineer to review the raw data throughout the monitoring period. ADS will analyze, edit as necessary, and finalize the data following removal of the meters.

If necessary, during the flow monitoring period, the District shall plug any inter-basin pipes in order to prevent any inter-basin flow transfers between the Newark and Alvarado Basins.

### **Task 3 – Update Land Use Data**

This task shall define the planning area and planning horizon for the Capacity Assessment and update the land use database (existing and projected land uses) for the sewer system model.

#### **Subtask 3.1 – Compile Planning Documents and Meet with City Planning Staff**

Engineer shall meet with the planning staff of the Cities of Fremont and Union City to obtain relevant planning documents and to discuss land use planning issues and the basis for the land use projections in the Alvarado Basin, and to identify areas where more specific information may be available, such as planned developments with estimated numbers of housing units. The projected timing of new development shall also be discussed with city planning staff to provide input for sewer improvement project phasing.

#### **Subtask 3.2 – Update Basin Service Area Boundary and Land Use Mapping**

Engineer shall delineate the ultimate service area boundary for the Alvarado Basin based on the discussions with Cities of Fremont and Union City staff. Engineer shall develop GIS mapping showing projected future land uses (new development and redevelopment) based on the information provided by the cities.

#### **Subtask 3.3 – Develop Model Loads**

Engineer shall compile existing data from the parcel GIS and customer billing databases and link these sources of information to develop a database that can be used as the basis for computing existing wastewater flows for the hydraulic model. The District will provide parcel GIS data in ArcGIS format and relevant information from the billing database (e.g., APN, user type, number of units, water use) in a format that can be used to link this data to the parcel GIS. Engineer shall conduct basic validation of the linked databases, e.g., to identify non-matching parcels and missing data, and generate exceptions lists for the

District to review. The District will be responsible for rectifying any discrepancies found between the databases. Engineer shall develop base wastewater flows for each parcel. The future base wastewater flows for currently vacant parcels or parcels that may be redeveloped shall be determined based on the GIS land use mapping developed in Subtask 3.2. Each parcel shall then be mapped to the receiving sewer.

Engineer shall update the table of point dischargers (large users) based on information on wastewater volume in the billing database. Through discussions with District and city planning staff, Engineer shall identify possible changes in flows for large users or potential new large users (industries or institutions). In general, large users shall include users with average flows greater than about 20,000 gallons per day.

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

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

##### **Subtask 4.1 - Update and Expand Modeled System**

Engineer shall update and expand the Alvarado Basin model developed in the 2017 Alvarado Basin Sewer Master Plan Update. The updated model shall include all District sewers in the Basin. The model network shall be recreated in InfoWorks™ ICM by importing data from the District's current sewer GIS (pipe and manhole coverages). Any completed trunk sewer projects that have not yet been incorporated into GIS shall be added to the model based on as-built drawings provided by the District.

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

##### **Subtask 4.2 – Calibrate Model**

Engineer shall calibrate the hydraulic model by comparing model simulations with actual flow monitoring data for dry and wet weather conditions. Engineer shall use calibration to dry weather flows to refine base wastewater unit flow rates, dry weather diurnal

curves, and groundwater infiltration rates. Calibration to wet weather flows shall be used to adjust parameters used for simulating rainfall-dependent infiltration/inflow flows. Engineer shall compare model results with problem areas (e.g., surcharge conditions during wet weather events) identified by District Collection Services staff. Once Engineer calibrates the model to existing conditions, it shall be ready to use for simulating design storm conditions and future scenarios.

#### **Subtask 4.3 – Conduct Model Runs for Existing Sewer System and Identify Capacity Deficiencies**

Engineer shall run the model to identify capacity deficiencies and resulting hydraulic gradeline elevations in the existing Alvarado Basin sewer system under existing and buildout dry and wet weather flow conditions. The design wet weather event shall be defined based on the same methodology as used for the previous Newark and Irvington Basin Sewer Master Plan Updates.

#### **Subtask 4.4 – Identify Potential Solutions for Capacity Deficiencies and Refine Solutions Model**

Based on the model runs, Engineer shall develop potential solutions to the identified capacity deficiencies. Solutions may include upsizing or paralleling existing sewers or diverting flow to other trunk sewers with excess capacity. The solutions model shall be refined to include these solutions, and the model shall be run to verify that the proposed solutions shall effectively correct the capacity deficiencies.

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

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

##### **Subtask 5.1 – Develop Sewer Improvement Projects**

Engineer shall develop recommended sewer improvement projects to address the capacity deficiencies identified in Task 4.

##### **Subtask 5.2 – Develop Cost Estimates**

Engineer shall review the unit cost criteria developed for the previous basin master plans. Needed adjustments or refinements to the cost criteria shall be discussed with District staff. Engineer shall update the cost criteria as needed based on recent cost data provided by the District and/or from Engineer's database of construction bids. Using the



updated cost criteria, Engineer shall develop preliminary opinions of probable construction costs and estimated capital costs for each of the recommended capacity improvement projects.

### **Subtask 5.3 - Determine Project Groupings and Priorities**

In conjunction with District staff, Engineer shall group the recommended capacity improvement projects into priorities for construction. Prioritization criteria shall include such factors as the severity of existing problems (e.g., percent capacity), the relative risk associated with potential failure (e.g., sewage backup or overflow), the timing of future development to be served by the project, etc. The capacity project groupings and priorities shall later be reviewed in conjunction with recommended rehabilitation projects based on the condition assessment to develop an overall recommended sewer system CIP for the Alvarado Basin.

### **Task 6 – Prepare Capacity and Condition Assessment Report**

The Engineer shall prepare a Capacity and Condition Assessment Report. This will be a brief report summarizing the findings and recommendations of the study, supplemented by an appendix with supporting information such as flow data tables and plots, model output, and project cost estimates. It is anticipated that the report shall be approximately 50 pages in length, and shall summarize the changes to land uses, design flows, model results, and recommended CIP projects and costs since the 2017 Master Plan Update. The Report shall incorporate the sewer condition assessment conducted as part of Task Order No. 1. It is assumed the condition assessment chapter's final changes shall be limited to formatting edits.

#### **Subtask 6.1 - Prepare Draft Report**

One (1) digital copy of the Draft Capacity and Condition Assessment Report shall be prepared and delivered to the District for review.

#### **Subtask 6.2 - Prepare Final Report**

Engineer shall review and incorporate District comments on the Draft Capacity and Condition Assessment Report into the final document. Five (5) hard copies and one (1) digital copy of the Final Report, two (2) sets of abbreviated appendices (not including the Model Results appendix), and one (1) full set of appendices shall be delivered to the District.

### **Task 7 – Update Pollutant Travel Time Analysis**

In this task, Engineer shall update the map showing approximate pollutant travel times in the Alvarado Basin wastewater collection system to the District's WWTP. Engineer shall update the Alvarado Basin part of the GIS map which the District staff uses to look up the travel time for any location in the system.

#### **Subtask 7.1 – Update Pollutant Travel Times for the Alvarado Basin**

Engineer shall use the updated all pipe network of the Alvarado Basin to estimate the travel time from up to about 60 originating locations in the basin (representing a range of distances to the drainage basin model outfall) by injecting a pollutant 'plug' inflow and determining the time to reach the outfall of the drainage basin or any lift stations located within the basin. This method shall use the InfoWorks ICM Quality module to simulate a pollutant wave traveling downstream during a typical dry day. This approach utilizes the pollutant wave speed (celerity) combined with the hydraulic 'flood' wave to estimate travel times of an injected pollutant. As travel time is impacted by time of day, a sensitivity analysis shall be conducted to assess the variation in pollutant travel times. The analysis shall assume the pollutant is non-conservative and remains in solution (i.e., no sediment deposition). Based on the extracted pollutant travel times for each model run, these results shall be compiled into a GIS dataset.

#### **Subtask 7.2 – Update Web-Based GIS Map and ArcGIS Online (AGOL) Application**

Engineer shall update the GIS map displaying pollutant travel times and associated hydraulic data. The updates shall be limited to the Alvarado Basin. The map shall be color-coded per travel time ranges and include suitable background layers such as street base mapping, and sewer pipes, manholes, and pump stations. The customized GIS map shall be uploaded to AGOL, and the District's custom web application tool shall be updated utilizing the GIS map, including pop-up boxes displaying travel time and associated hydraulic data. The web app tool shall be updated using ArcGIS JavaScript, and shall undergo internal testing and testing by District staff. The map tool shall then be deployed within the District's GIS platform (and/or host web app using AGOL).

### **Task 8 – Storage Volume Modeling Analysis**

In this task, Engineer shall use the Alvarado Basin sewer model developed in previous tasks to analyze the dynamics of the system if the Alvarado Influent Pump Station were to shut down or throttle flows to purposely allow a surcharge to build in the collection system. The following shall be examined and reported on:

- The manhole IDs and corresponding rim elevations of the manholes that would experience an SSO if the Alvarado Influent Pump Station shut down or throttled flow.
- The amount of storage (million gallons) that the collection system upstream of the pump station can store before the overflow occurs.
- The corresponding water surface elevation (WSE) in the pump station junction/influent boxes at the time of overflow.
- A table of WSEs at the influent junction boxes and corresponding storage (in million gallons) in the collection system.

The Total Storage Calculation Tool within InfoWorks ICM shall be utilized to determine storage volume below the rim elevation of the first SSO and provide relevant graphics.

#### Assumptions

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

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

#### 4. DELIVERABLES

Deliverables for this assessment are listed below:

- Meeting agenda and minutes; monthly invoices and progress reports.
- Flow monitoring data (MS Excel format).
- GIS mapping of the Alvarado Basin service area and projected land uses.
- Updated model database and associated GIS files (pipes, manholes, and subareas).
- Descriptions and estimated costs of recommended capacity improvement projects.

- Draft and Final Capacity and Condition Assessment Reports.
- GIS layers attributed with pollutant travel time results.
- Updated AGOL web application that displays travel times for locations within the Alvarado Basin collection system to the WWTP.
- Graphs depicting the amount of manhole and pipe storage available up until the point of an SSO.
- GIS figures showing the pipes that are completely surcharged, partially surcharged, and not surcharged at the point of a SSO, along with other indicators such as the lowest manhole rim elevation and the location of each pump station.
- Table summarizing critical manhole IDs, rim elevations, total storage available and influent pump station junction box WSE.
- Table of WSEs at the influent junction boxes and corresponding storage (in million gallons).

5. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The Engineer’s schedule of standard hourly rates are shown in Exhibit A and the not-to-exceed amount shall be \$329,450. A summary of the anticipated distribution of cost and manpower between tasks in shown in Exhibit B.

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

<b>Task Order / Amendment</b>	<b>Not to Exceed Amount</b>	<b>Board Authorization Required?</b>	<b>District Staff Approval</b>
Task Order No. 1 – Condition Assessment	\$69,890	No	Paul R. Eldredge
Task Order No. 2 – Capacity Assessment	\$329,450	Yes	Paul R. Eldredge
<b>Total</b>	<b>\$399,340</b>		

6. TIME OF COMPLETION

The work defined in this Task Order shall be completed in 15 months after the execution of this Task Order (assuming execution occurs in late August or early September 2023) and subject to the conditions of Article 3 of this Agreement. This project duration assumes the flow meters are installed no later than early January 2024 and removed no later than early March 2024, with delivery of final data by the end of March. The project duration may have to be extended if the flow monitoring period goes beyond March 2024. The project completion date therefore extends into the District's 2024/2025 fiscal year. The anticipated schedule is shown in Exhibit C.

7. KEY PERSONNEL

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

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

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

In WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 2 as of \_\_\_\_\_ and therewith incorporated it as part of the Agreement.

DISTRICT:

ENGINEER:

UNION SANITARY DISTRICT

WOODARD & CURRAN, INC.

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

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

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

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

## Municipal Standard 2023

STAFF TYPE	HOURLY RATE
Project Assistant	\$130
Drafter	\$150
Designer / Engineer 1 / Planner 1 / Technical Specialist 1	\$200
Engineer 2 / Planner 2 / Technical Specialist 2	\$225
Engineer 3 / Planner 3 / Senior Designer / Technical Specialist 3	\$250
Project Engineer 1 / Project Planner 1 / Project Technical Specialist 1	\$265
Project Engineer 2 / Project Planner 2 / Project Technical Specialist 2	\$280
Project Manager 1 / Technical Manager 1	\$300
Project Manager 2 / Technical Manager 2	\$315
SCADA Service Manager / Senior Project Manager / Senior Technical Manager	\$335
Senior Technical Leader	\$345
National Practice Leader	\$350
EXPENSES	
Travel	\$0.655 / mile
Other Direct Costs	At Cost Plus
Subconsultants/Subcontractors	At Cost Plus 5%

### NOTES

Mileage rate will change as the federal allowable rate is modified.



# Exhibit B

## Union Sanitary District - Alvarado Basin Capacity and Condition Assessment

## Fee Estimate - Task Order No. 2

Tasks	Labor (1)										Total Hours	Total Labor Costs (2)	Sub Consultant Total Cost (3)	ODCs (4)	Total Estimated Fee
	PIC/ Technical Advisor	Project Manager	Project Engineer	Engineer Support	Sewer Improvements/Cost Estimating	Storage Volume Analysis	Technical Review	GIS/ Software Support	Project Assistant						
	Gisa Ju	Nuria Bertran-Ortiz	Nathan Hanson	Dylan Merlo	Glenn Hermanson	Taylor Christmas	Chris van Lienden								
Billing Classification >> 2023 Rate >>	STPL	TM2	PE1	E2	STPL	TM1	TM2	PE2	PA						
	\$345	\$315	\$265	\$225	\$345	\$300	\$315	\$280	\$130						
<b>Task 1: Project Management &amp; Coordination</b>															
1.1 - Meetings	3	6	6	6						21	\$5,954	\$0	\$100	\$6,054	
1.2 - Project Management	2	12	4						12	30.0	\$7,197	\$0	\$0	\$7,197	
1.3 - Quality Control (5)										0	\$0	\$0	\$0	\$0	
Subtotal Task 1:	5	18	10	6	0	0	0	0	12	51	\$13,150	\$0	\$100	\$13,250	
<b>Task 2: Flow Monitoring</b>															
2.1 - Prepare Flow Monitoring Plan	2	8	8							18	\$5,330	\$0	\$0	\$5,330	
2.2 - Conduct Flow Monitoring (6)		4	4	16						24	\$6,009	\$82,818	\$0	\$88,827	
Subtotal Task 2:	2	12	12	16	0	0	0	0	0	42	\$11,339	\$82,818	\$0	\$94,157	
<b>Task 3: Update Land Use Data</b>															
3.1 - Compile Planning Documents & Meet with Staff		16	16	8						40	\$11,080	\$0	\$0	\$11,080	
3.2 - Update Service Area Boundary & Land Use Mapping		4	8	16						28	\$6,980	\$0	\$0	\$6,980	
3.3 - Develop Model Loads	4	16	40	40			2			102	\$26,650	\$0	\$0	\$26,650	
Subtotal Task 3:	4	36	64	64	0	0	2	0	0	170	\$44,710	\$0	\$0	\$44,710	
<b>Task 4: Modeling and Capacity Analysis</b>															
4.1 - Update & Expand Modeled System		8	24	40						72	\$17,880	\$0	\$0	\$17,880	
4.2 - Calibrate Model	4	24	40	60			10			138	\$37,283	\$0	\$0	\$37,283	
4.3 - Conduct Model Runs & Identify Capacity Deficiencies	2	8	8	16						34	\$9,200	\$0	\$0	\$9,200	
4.4 - Identify Potential Solutions & Refine Solutions Model	4	8	24	32						68	\$17,460	\$0	\$0	\$17,460	
Subtotal Task 4:	10	48	96	148	0	0	10	0	0	312	\$81,822	\$0	\$0	\$81,822	
<b>Task 5: Develop Capacity Improvements CIP</b>															
5.1 - Develop Sewer Improvement Projects	4	16	24	24	8					76	\$21,572	\$0	\$0	\$21,572	
5.2 - Develop Cost Estimates		8	8	8	8					32	\$9,478	\$0	\$0	\$9,478	
5.3 - Develop Project Groupings & Priorities	2	4	4							10	\$3,101	\$0	\$0	\$3,101	
Subtotal Task 5:	6	28	36	32	16	0	0	0	0	118	\$34,150	\$0	\$0	\$34,150	
<b>Task 6: Prepare Capacity and Condition Assessment Report</b>															
6.1 - Prepare Draft Report	4	16	32	24			4		4	84	\$22,746	\$0	\$0	\$22,746	
6.2 - Prepare Final Report	2	8	8	8					8	34	\$8,416	\$0	\$500	\$8,916	
Subtotal Task 6:	6	24	40	32	0	0	4	0	12	118	\$31,163	\$0	\$500	\$31,663	
<b>Task 7: Update Pollutant Travel Time Analysis</b>															
7.1 - Update Pollutant Travel Time for Alvarado Basin		4	8	30			4			46	\$11,734	\$0	\$0	\$11,734	
7.2 - Update GIS Map & ArcGIS Online Application		2	8					20		30	\$8,601	\$0	\$0	\$8,601	
Subtotal Task 7:	0	6	16	30	0	0	4	20	0	76	\$20,335	\$0	\$0	\$20,335	
<b>Task 8: Storage Volume Modeling Analysis</b>															
Conduct Storage Volume Analysis & Prepare Deliverables		4				24	2			30	\$9,363	\$0	\$0	\$9,363	
Subtotal Task 8:	0	4	0	0	0	24	2	0	0	30	\$9,363	\$0	\$0	\$9,363	
<b>TOTAL</b>	<b>33</b>	<b>176</b>	<b>274</b>	<b>328</b>	<b>16</b>	<b>24</b>	<b>22</b>	<b>20</b>	<b>24</b>	<b>917</b>	<b>\$246,033</b>	<b>\$82,818</b>	<b>\$600</b>	<b>\$329,450</b>	

1. Additional Woodard & Curran staff may perform work on the project, based on the rate schedule in Attachment 1.
2. The individual hourly rates include salary, overhead and profit. 3% increase in billing rates assumed for work to be performed in 2024.
3. Subconsultant flow monitoring services will be billed on a lump sum basis based on percentage of completion at actual cost plus 5%.
4. Other direct costs (ODCs) such as outside reproduction, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at cost. Travel allowance for up to 3 in-person meetings is included.
5. Labor effort and budget for QC review and checking are included under individual project tasks.
6. Flow monitoring assumes 14 meters and 3 rain gauges installed for 2 months during the 2023/24 winter season.

# Exhibit C

Union Sanitary District - Alvarado Basin Capacity and Condition Assessment

Proposed Project Schedule - Task Order No. 2

Task/Subtask	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24
<b>1 - Project Management &amp; Coordination</b>															
Meetings, Project Management, and QA/QC															
<b>2 - Flow Monitoring</b>															
2.1 - Prepare Flow Monitoring Plan															
2.2 - Conduct Flow Monitoring															
<b>3 - Update Land Use Data</b>															
3.1 - Compile Planning Documents & Meet with Staff															
3.2 - Update Service Area Boundary & Land Use Mapping															
3.3 - Develop Model Loads															
<b>4 - Modeling and Capacity Analysis</b>															
4.1 - Update & Expand Modeled System															
4.2 - Calibrate Model															
4.3 - Conduct Model Runs & Identify Capacity Deficiencies															
4.4 - Identify Potential Solutions & Refine Solutions Model															
<b>5 - Develop Capacity Improvements CIP</b>															
5.1 - Develop Sewer Improvement Projects															
5.2 - Develop Cost Estimates															
5.3 - Develop Project Groupings & Priorities															
<b>6 - Prepare Capacity and Condition Assessment Report</b>															
6.1 - Prepare Draft Report															
6.2 - Prepare Final Report															
<b>7 - Update Pollutant Travel Time Analysis</b>															
7.1 - Update Pollutant Travel Time for Alvarado Basin															
7.2 - Update GIS Map & ArcGIS Online Application															
<b>8 - Storage Volume Analysis</b>															
Conduct Storage Volume Analysis & Prepare Deliverables															



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

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

Karen W. Murphy  
Attorney

**MARCH 13, 2023**  
**BOARD OF DIRECTORS MEETING**  
**AGENDA ITEM # 10**

**TITLE:** Review and Consider Approval of Classified Publicly Available Pay Schedule Effective March 1, 2023 *(This is a Motion Item)*

**SUBMITTED:** Paul R. Eldredge, General Manager/District Engineer  
Alisa Gordon, Human Resources Manager

**Recommendation**

Consider and approve the March 1, 2023 Classified Employee Pay Schedule which will be posted and retained in accordance with CalPERS requirements.

**Discussion**

The Publicly Available Pay Schedule, which was mandated by CalPERS in August 2011, is designed to:

1. Ensure consistency between CalPERS employers.
2. Enhance the disclosure and transparency of public employee compensation.

The "Publicly Available Pay Schedule" (CCR 570.5) must:

- Be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws; and
- Identify the position title for every employee position; and
- Show the pay rate for each identified position in a single amount or as multiple amounts within a range; and
- Indicate the time base (i.e., bi-weekly, monthly, etc.); and

- Be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website; and
- Indicate an effective date and date of any revisions; and
- Be retained by the employer and available for public inspection for not less than five (5) years.

**Background**

The salary changes contained in the attached document include:

1. The adjustments made to the Classified employee pay ranges effective March 1, 2023, as per the Memorandum of Understanding dated February 26, 2019- December 31, 2026 between Union Sanitary District and SEIU Local 1021.

**Previous Board Action:**

03/14/2022 Board Meeting – Approval of Classified Publicly Available Pay Schedule Effective March 1, 2022.

**Attachment:**

Classified Publicly Available Pay Schedule effective March 1, 2023.

**Union Sanitary District**  
**Classified Employees Salary Schedule**  
**Effective March 1, 2023**

Position Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Accounting Technical Specialist		51.1282	53.6846	56.3689	59.1873	62.1467
Accounting Technician I	1	41.3160	43.3818	45.5509	47.8284	50.2198
Accounting Technician II	2	45.4473	47.7196	50.1056	52.6109	55.2414
Administrative Specialist I	1	40.3842	42.4035	44.5236	46.7498	49.0873
Administrative Specialist II	2	42.5096	44.6351	46.8669	49.2102	51.6707
Assistant Storekeeper		39.2690	41.2324	43.2941	45.4588	47.7317
Chemist I	1	55.5661	58.3444	61.2616	64.3247	67.5409
Chemist II	2	58.3445	61.2617	64.3248	67.5410	70.9181
Collection System Trainer		55.3257	58.0920	60.9966	64.0464	67.2487
Collection System Worker I	1	43.5462	45.7235	48.0097	50.4102	52.9306
Collection System Worker II	2	47.9010	50.2961	52.8109	55.4514	58.2240
Communications & Intergovernmental Relations Coordinator		59.9494	62.9467	66.0942	69.3988	72.8687
Construction Inspector I	1	48.5472	50.9746	53.5233	56.1995	59.0094
Construction Inspector II	2	53.4018	56.0719	58.8755	61.8193	64.9102
Construction Inspector III	3	55.5380	58.3149	61.2306	64.2922	67.5068
Control Systems Specialist		59.8322	62.8238	65.9650	69.2632	72.7278
Customer Service Fee Analyst		46.1475	48.4549	50.8776	53.4215	56.0926
EC Outreach Representative		57.2714	60.1350	63.1418	66.2988	69.6138
EC Specialist/Outreach		61.2804	64.3444	67.5617	70.9397	74.4867
Engineering Assistant/Plan Checker		59.5418	62.5189	65.6449	68.9271	72.3735
Engineering Technician I	1	46.8420	49.1841	51.6433	54.2255	56.9367
Engineering Technician II	2	51.5262	54.1025	56.8076	59.6480	62.6304
Engineering Technician III	3	56.6789	59.5128	62.4885	65.6129	68.8936
Environmental Compliance Inspector I	1	45.8620	48.1551	50.5629	53.0910	55.7456
Environmental Compliance Inspector II	2	51.5959	54.1757	56.8845	59.7287	62.7151
Environmental Compliance Inspector III	3	57.2714	60.1350	63.1418	66.2988	69.6138
Environmental Compliance Inspector IV	4	61.2804	64.3444	67.5617	70.9397	74.4867
Fleet Mechanic I	1	46.2603	48.5733	51.0019	53.5520	56.2296
Fleet Mechanic II	2	51.8115	54.4021	57.1222	59.9783	62.9773
Instrument Tech/Electrician		56.9830	59.8322	62.8238	65.9650	69.2632
Janitor		31.4104	32.9810	34.6300	36.3615	38.1796

**Union Sanitary District  
Classified Employees Salary Schedule  
Effective March 1, 2023**

Position Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Laboratory Director		69.1136	72.5693	76.1978	80.0077	84.0080
Lead Collection System Worker		52.6911	55.3257	58.0920	60.9966	64.0464
Maintenance Assistant		19.8794	20.8734	21.9171	23.0129	24.1636
Mechanic I	1	47.5113	49.8868	52.3812	55.0002	57.7503
Mechanic II	2	53.2128	55.8735	58.6671	61.6005	64.6805
Painter		48.8294	51.2709	53.8344	56.5262	59.3525
Planner/Scheduler I	1	54.5483	57.2757	60.1395	63.1465	66.3038
Planner/Scheduler II	2	58.6579	61.5908	64.6704	67.9039	71.2992
Plant Operations Trainer		65.8093	69.0998	72.5548	76.1825	79.9916
Plant Operator I	1	44.6484	46.8808	49.2249	51.6861	54.2704
Plant Operator II	2	50.3331	52.8497	55.4922	58.2668	61.1801
Plant Operator III	3	58.7583	61.6962	64.7810	68.0201	71.4211
Receptionist		35.3119	37.0775	38.9314	40.8779	42.9218
Storekeeper I	1	49.6541	52.1369	54.7437	57.4809	60.3549
Storekeeper II	2	52.1367	54.7436	57.4808	60.3549	63.3725
Utility Worker		38.6969	40.6318	42.6634	44.7965	47.0363

Approved By:

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Anjali Lathi, President  
Board of Directors





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Paul R. Eldredge  
*General Manager/  
District Engineer*

Karen W. Murphy  
*Attorney*

**MARCH 13, 2023  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 11**

**TITLE:** **Review and Consider Approval of Investment Policy 2030 (*This is a Motion Item*)**

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

**Recommendation**

Review and consider approval of the District’s Investment Policy (No. 2030) and renewal of delegation of authority of Treasurer to the Business Services Manager for a one-year period, per CA Govt. Code Section 53607 as amended by Stats. 1996, Ch. 749, Sec. 6.

The authority of the Board to invest funds of the District, may be delegated for a one-year period to the Treasurer, who shall thereafter assume responsibility and make a monthly report to the Board. Subject to review, the Board may renew the delegation of authority pursuant to this section each year.

**Discussion**

Staff and PFM Asset Management, LLC have been collaborating on updating the Investment Policy to accurately reflect language in the current government Code. Other than minor administrative updates, substantive changes to the Policy since the last update are a result of Senate Bill 1489, also known as the Local Government Omnibus Act of 2022.

This bill made a number of changes to Code, including several that impact the investment of public funds and the reporting practices of public agencies. Changes made to Code section 53601, the section of Code that governs the investment of public funds, include language stating that an investment’s term or remaining maturity shall be measured from the settlement date to final maturity rather than the trade date, and, that a security purchased in accordance with Code section 53601 shall not have a forward settlement date exceeding 45 days from the time of investment. Previously, Code was silent on both items. To address these Code changes, the following edits were made to the District’s Investment Policy:

**B. Maximum Maturities**

USD will not invest in securities maturing more than five (5) years from the date of ~~trade~~ settlement, unless the Board of Directors has by resolution granted authority to make such an investment at least three months prior to the date of investment.

[Senate Bill 1489, approved in September 2022, also known as the Local Government Omnibus Act of 2022, made a number of changes that impact the investment of public funds and the reporting practices of public agencies. Changes made to Code section 53601 included language stating that an investment's term or remaining maturity shall be measured from the settlement date to final maturity, and, that a security purchased in accordance with Code section 53601 shall not have a forward settlement date exceeding 45 days from the time of investment.](#)

**Background**

The District Investment Policy (No. 2030) requires review and approval by the Board of Directors on an annual basis. The Policy was last presented in March 2022.

In December 2018, the District retained the services of PFM Asset Management LLC to serve as the District's investment advisory agent.

**Previous Board Action**

03/28/2022 Board Meeting – Approval of Updates to Policy 2060 Debt Management Policy.

**Attachments**

Policy 2060 Debt Management Policy – Redline version

Policy 2060 Debt Management Policy – Cleanline version

Union Sanitary District  
Policy and Procedure Manual

Effective Date:	Investment Policy	Policy Number 2030
March 202 <del>32</del>		Page 1 of 14

**I. INVESTMENT POLICY**

**A. Purpose**

The purpose of the Union Sanitary District’s (“USD”) Investment Policy is to establish clear guidelines, objectives, policies and understanding for the Board of Directors, USD management, responsible employees, citizens and third parties for the investment of certain USD funds. USD funds invested shall provide sufficient cash flow to meet current and expected operating expenses and to fund capital requirements as described in USD’s Capital Improvement Program and Financial Plan USD shall review this policy as least once annually and may change its policies as investment objectives change.

**B. Objectives**

The objectives of this investment policy are, in order of priority:

1. To assure ongoing compliance with all Federal, State and local laws governing the investment of public funds;
2. To ensure safety of invested funds;
3. To maintain sufficient liquidity to meet cash flow needs for all operating requirements which might be reasonably anticipated without requiring a sale of securities;
4. Maintain a diversified investment portfolio to avoid incurring unreasonable risks regarding specific security types or individual financial institutes; and to maximize the average rate of return consistent with the primary objectives of safety and liquidity.

**C. Prudence**

The Prudent Investor Standard shall be used by investment officials and shall be applied in the context of managing an overall portfolio. The prudent investor standard states:

*When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.*

Staff acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.

**D. Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

**II. OPERATIONS AND PROCEDURAL MATTERS**

**A. Scope**

This investment policy applies to all financial assets and investment activities of USD except proceeds of debt issued under an indenture and USD's Deferred Compensation Plan managed by a third-party administrator and invested by individual participants; and USD's retiree medical trust held with CalPERS (the CERBT Trust) and pension assets held with CalPERS since the assets of both plans are managed by CalPERS.

Proceeds of debt issuance shall be invested in accordance with the general investment philosophy of USD as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

**B. Delegation of Authority**

1. Authority to manage USD's investment program is derived from the California Government Code Sections 53600 et seq., and USD's Charter.
2. With the approval of the Board of Directors, USD may engage the services of an external investment advisor to assist in the management of USD's investment portfolio in a manner consistent with USD's objectives. Such external investment advisors may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such discretion will be subject to oversight and other restrictions which are to be described in a written agreement. Such advisor must be registered under the Investment Advisers Act of 1940.
3. In accordance with Government Code Section 53607, the Board of Directors delegates to the General Manager/Treasurer, or their designee, the authority to invest, sell or exchange securities. This delegation of authority must be reviewed, and if still applicable, renewed on an annual basis. The Board shall receive a monthly report of the transactions conducted on its behalf.

**C. Internal Controls**

The General Manager/Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

As part of the annual financial audit, USD's external auditor will perform a review of investment transactions to verify compliance with policies and procedures.

**D. Delivery vs. Payment**

All investment transactions of USD shall be conducted using standard delivery- vs.- payment procedures.

**E. Safekeeping of Securities**

To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by USD shall be held in safekeeping by a third-party bank trust department, acting as agent for USD under the terms of a custody agreement executed by the bank and by USD. The only exception to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and (iii) money market mutual funds since the purchased securities are not deliverable. Evidence of each of these investments will be held by USD.

**F. Qualifications and Selection of Broker/Dealers**

USD shall purchase investments with security broker/dealers based on their reliability; trustworthiness; and their expertise in public cash management. Brokers/dealers must be registered with the state and provide upon request other information to determine their creditworthiness and trustworthiness such as proof of Financial Industry Regulatory Authority (FINRA) registration. A list of security brokers/dealers USD is doing business with will be provided to the Board of Directors with the monthly investment report. A copy of the current USD investment policy will be provided to all security broker/dealers doing business with USD. It shall be the policy of USD to purchase securities only from authorized institutions or firms.

For transactions initiated through an external investment advisor, the investment advisor may use their own list of approved broker/dealers and financial institutions, which it will maintain and review periodically.

### III. PERMITTED INVESTMENT AND PORTFOLIO RISK MANAGEMENT

#### A. Authorized Investments

All investments shall be made in accordance with Sections 53600 et seq. of the Government Code of California and as described within this Investment Policy. Within the investments permitted by the Government Code, USD seeks to further restrict eligible investment to the investments listed below. In the event an apparent discrepancy is found between this Investment Policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

1. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. There is no limitation as to the percentage of the portfolio that may be invested in this category.
2. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. With the exception of federal agency mortgage-backed securities which are limited to twenty percent (20%) of the total portfolio there is no limitation as to the percentage of the portfolio that may be invested in this category.
3. Bankers' acceptances, otherwise known as bills of exchange or time drafts, that are drawn on and accepted by a commercial bank with a final maturity not exceeding 180 days from the date of trade settlement, rated at least "A-1" or the equivalent by a nationally recognized statistical- rating organization (NRSRO). The aggregate investment in banker's acceptances shall not exceed forty percent (40%) of USD's total portfolio.
4. Federally insured or collateralized time deposits (Non-negotiable certificates of deposit) provided that the certificates of deposit meet the conditions in either paragraph (a) or paragraph (b):
  - a) Certificates of deposits shall meet the requirements for deposit under Government Code Section 53630 et. seq. To be eligible to receive USD deposits, the financial institution must have received a minimum overall satisfactory rating for meeting the credit needs of California Communities in its most recent evaluation, as provided in Government Code Section 53635.2. Deposits are required to be collateralized as specified under Government Code Section 53630 et. seq. The General Manager/Treasurer, at his or her discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. USD shall have a signed agreement with all depositories receiving USD deposits per Government



Code Section 53649. The maturity of time deposits may not exceed five years.

- b) Certificates of deposit placed through a deposit placement service shall meet the requirements under Government Code Section 53601.8. The full amount of the principal and the interest that may be accrued during the maximum term of each certificate of deposit shall at all times be insured by federal deposit insurance. The maximum term for placement service certificates of deposit shall be five years.

The combined amount invested in placement service certificates of deposit and negotiable certificates of deposit shall not exceed twenty percent (20%) of the portfolio.

- 5. Negotiable certificates of deposit (NCD) issued by a nationally or state- chartered bank, a savings association or a federal association (as defined by Section 5102 by the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of NCDs shall not exceed thirty percent (30%) of the total portfolio.
- 6. Repurchase agreements with a final termination date not exceeding 90 days from the date of trade settlement collateralized solely by United States Treasury, federal agency, or United States government sponsored enterprises permitted by this Investment Policy. The purchased securities (the “collateral”) shall have a minimum market value of one hundred and two percent (102%) of the dollar value of the funds invested. The market value of the collateral securities shall be marked-to-the-market daily and the value shall be adjusted no less frequently than weekly. No substitution of collateral shall be allowed without the prior approval of the General Manager/Treasurer. All collateral securing repurchase agreements must be delivered to USD’s custodian bank or handled under a tri-party repurchase agreement. USD or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to repurchase agreement.

Approved repurchase agreement counterparties shall have a repurchase agreement counterparty credit rating of at least “A-1” or the equivalent and a long-term credit rating of at least “A” or the equivalent by a NRSRO. Repurchase agreement counterparties shall execute a USD approved master repurchase agreement with USD. No more than ten percent (10%) of USD’s total portfolio shall be invested in repurchase agreements.

- 7. Commercial Paper with the highest letter and numerical rating as provided for by a NRSRO. Eligible commercial paper shall have a final maturity not exceeding 270 days from the date of trade settlement. The aggregate investment in commercial paper shall not exceed twenty five percent (25%) of USD’s total

portfolio. Furthermore, USD may invest no more than 5% of its total investment assets in the commercial paper and medium-term notes of any single issuer. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph 1 or paragraph 2 below:

(1) The entity meets the following criteria:

- is organized and operating in the United States as a general corporation;
- has total assets in excess of five hundred million dollars (\$500,000,000); and
- has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by an NRSRO.

(2) The entity meets the following criteria:

- is organized within the United States as a special purpose corporation, trust, or limited liability company;
- has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond; and
- has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

8. State of California's Local Agency Investment Fund ("LAIF"), pursuant to California Code Section 16429.1. The maximum limit permitted by the State may be invested in LAIF. -
9. Corporate medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. Purchases may not exceed thirty percent (30%) of invested funds. USD may invest no more than 5% of its total investment assets in the commercial paper and medium-term notes of any single issuer.
10. Municipal Obligations. USD may purchase municipal obligations in the following categories.
  - a. USD Bonds – Bonds issued by USD, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by USD or by a department, board, agency, or authority of USD.
  - b. California State Obligations – Registered state warrants or treasury notes or bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of

the State.

- c. Local Agency Bonds – Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- d. Obligations of Other 49 States - Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

With the exception of obligations issued by USD, purchases of municipal obligations are limited to securities rated at least in the “A” (long-term) or “A-1” (short-term), or their equivalents, by a NRSRO. Obligations shall have a maximum maturity of five years. USD may invest in this category up to the limit allowed by California Code Section 53601.

11. Money market mutual funds, provided that such funds

- a. Are registered with the Securities and Exchange Commission and are rated “AAAm” or its equivalent by not less than two NRSROs; or have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000); and
- b. The purchase price of shares shall not exceed twenty percent (20%) of USD’s portfolio; and
- c. If USD has funds invested in a money market fund, a copy of fund’s information statement shall be maintained on file for due diligence. In addition, the General Manager/Treasurer should review the fund’s summary holdings on a quarterly basis.

12. Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in Code Section 53601 subdivisions (a) to (r) inclusive as provided, provided that

- a. The pool’s investment advisor meets the requirements of 53601(p);
- b. The pool seeks to maintain a stable Net Asset Value (“NAV”);
- c. The pool is rated “AAAm” or its equivalent by a NRSRO; and

- d. If USD has funds invested in a pool, a copy of pool's information statement shall be maintained on file for due diligence. In addition, the General Manager/Treasurer should review the pool's summary holdings on a quarterly basis.
13. A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchases may not exceed twenty percent (20%) of invested funds.
  14. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or the Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA" or better by an NRSRO and shall not exceed thirty percent (30%) of the agency's total portfolio that may be invested pursuant to this section.

## **B. Prohibited Investment Vehicles and Practices**

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to, mutual funds.
2. In accordance with Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. In accordance with Government Code Section 53601.6, investment in any security that could result in a zero-interest accrual if held to maturity is prohibited, except as provided in the subsequent paragraph.

Notwithstanding the prohibitions stated in the above paragraph, effective January 1, 2021, USD may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. USD may hold these instruments until their maturity dates. Securities described in this paragraph shall remain in effect only until January 1, 2026, and as of that date is repealed.

4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
5. Purchasing or selling securities on margin is prohibited.
6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.

7. USD is not permitted to deposit funds into any state or federal credit union, if a member of the Board of Directors, or any person with investment decision making authority also serves on the Board of Directors, or any committee appointed by the Board of Directors, or the credit committee or supervisory committee, of the state or federal credit union.

### **C. Mitigating Credit Risk in the Portfolio**

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. USD shall mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section III (A) are designed to mitigate credit risk in the portfolio. With the exception of investments in United States Treasury Obligations, no single investment category shall constitute more than 70% of the District's overall portfolio without prior Board approval. Should United States Treasury Obligations ever exceed 70% of the District's portfolio, the District's General Manager, in consultation with the District's investment advisors, shall report to the Board at the next possible Board meeting advising the Board the reasons for the exceedance and seeking Board input and direction.
2. No more than five percent (5%) of the total portfolio may be invested in securities of any single issuer, other than LAIF, local government investment pools, all U.S. Government, its agencies and instrumentalities.
3. USD may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, return, or yield of the portfolio in response to market conditions or USD's risk preferences.
4. If securities owned by USD are downgraded by a NRSRO to a level below the quality required by this Investment Policy, it shall be USD's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.

If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported to USD's Board of Directors. USD will use discretion in determining whether to sell or hold the security based on its current maturity, the loss in value, the economic outlook for the issuer, and other relevant factors.

## **IV. INVESTMENT PERFORMANCE OBJECTIVES**

To maximize the average rate of return consistent with the primary objectives of safety and liquidity. USD staff will establish a performance benchmark for its portfolio consistent with agency needs and will periodically review the benchmark for continued applicability.

## V. INVESTMENT GUIDELINES

### A. Liquidity

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities to ensure adequate cash reserves to pay current expenses.

If USD uses an investment advisor, USD's General Manager/Treasurer, or designee, shall communicate periodically with the investment adviser in order to keep the adviser informed as to USD's specific short-term liquidity requirements.

### B. Maximum Maturities

USD will not invest in securities maturing more than five (5) years from the date of ~~trade~~ settlement, unless the Board of Directors has by resolution granted authority to make such an investment at least three months prior to the date of investment.

[Senate Bill 1489, approved in September 2022, also known as the Local Government Omnibus Act of 2022, made a number of changes that impact the investment of public funds and the reporting practices of public agencies. Changes made to Code section 53601 included language stating that an investment's term or remaining maturity shall be measured from the settlement date to final maturity, and, that a security purchased in accordance with Code section 53601 shall not have a forward settlement date exceeding 45 days from the time of investment.](#)

## VI. REPORTING, DISCLOSURE AND PROGRAM EVALUATION

### A. Monthly Reports

Monthly investment reports shall be submitted by USD finance staff to USD's Board of Directors and the General Manager. These reports shall disclose, at a minimum, the following information about the risk characteristics of USD's portfolio:

1. As asset listing showing par value, cost and market value of each security, type of investment, issuer name, credit quality, coupon rate and yield to maturity at cost;
2. A one or two-page summary report which shows:
  - a. Weighted average maturity of the portfolio;
  - b. Maturity distribution of the portfolio;
  - c. A list of portfolio transactions;
3. A statement of compliance with the investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, if any, including a justification for their presence in the portfolio and a timetable for resolution; and
4. A statement that USD has adequate funds to meet its cash flow requirements for the next six months.
5. A list of broker/dealers the District is currently using.



## B. Annual Reports

1. The investment policy shall be reviewed at least two months before the published “next review date” reflected on the current investment policy and adopted before the current investment policy expires to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.
2. The investment program shall be included in the scope of USD’s annual audit.

## C. Periodic Investment Program Review

USD shall retain the services of an expert investment manager/consultant to perform a thorough review of the investment program a minimum of once every four years.

Approved by: Board of Directors  
Author/owner: Business Services Workgroup Manager/Chief Financial Officer  
Reviewers: Executive Team, Sr. Accounting and Financial Analyst  
~~General Manager, Finance and Acquisition Services Coach~~ Notify Person: Business Services Workgroup Manager/Chief Financial Officer  
Revision frequency: Annually  
Next Review: March 20243 (review typically begins 2 months prior to this date)

## GLOSSARY OF INVESTMENT TERMS

**Asset-backed security.** A security supported by assets such as automobile loans or other consumer receivables which are placed with a trustee for the benefit of the owners of the security.

**Banker's acceptance.** A high quality, short term money market instrument used to finance international trade. There has never been an instance of a failure to pay a banker's acceptance in full at its maturity date.

**Benchmark.** A segment of the securities market with characteristics similar to the subject portfolio. It is used to compare portfolio performance to the performance of the appropriate segment of the market.

**Callable Security.** Callable securities are those which contain an option allowing the issuer to retire the security prior to its final maturity date. If the level of interest rates falls sufficiently, the issuer of the bond will exercise the option and call the bond away from the investor. The issuer can save money by issuing new bonds at lower rates. Types of callable bonds can range from "one-time" to "quarterly" to "continuous" calls.

**California Asset Management Program (CAMP).** A pooled investment vehicle and Joint Powers Authority for local agencies in California which manages the California Asset Management Trust.

**Commercial paper.** Short term, negotiable unsecured promissory notes of corporations.

**Delivery vs. payment.** A securities industry procedure in which payment for a security is not released until the security is delivered to the customer's bank custodial account.

**Inverse floaters.** A security with an interest rate which changes periodically in the opposite direction to the change in the general level of interest rates.

**Investment Official.** An individual who is authorized to make investment decisions and execute investments of funds on behalf of USD.

**Leverage.** An investment practice in which the investor borrows money in order to increase the amount invested.

**Local Agency Investment Fund (LAIF).** A pooled investment vehicle for local agencies in California sponsored by the State of California and administered by the State Treasurer.

**Market cycle.** A market cycle is defined as a period of time which includes a minimum of two consecutive quarters of falling interest rates followed by a minimum of two consecutive quarters of rising interest rates.

**Money market mutual fund.** A mutual fund which invests in short term money market instruments only, and which has as an investment objective.

**Nationally Recognized Statistical Rating Organization (NRSRO).** A credit rating agency which issues credit ratings that the US Securities and Exchange Commission (SEC) permits other financial firms to use for certain regulatory purposes. Commonly used NRSROs are Moody's Investor Service, Standard & Poor's, and Fitch Ratings.

**Negotiable certificate of deposit.** A large denomination certificate of deposit which can be sold in the open market prior to maturity.

**Range notes.** Fixed income securities which pay interest only under certain conditions which are defined in the bond's indenture.

**Repurchase agreement.** An investment transaction wherein an investor agrees to purchase securities at an agreed upon price, and simultaneously agrees to sell the securities back to the counterparty on an agreed upon future date at an agreed upon price.

**Time certificate of deposit.** A non-negotiable certificate of deposit which cannot be sold prior to maturity.

**Total rate of return.** Annual return on an investment including appreciation and dividends or interest. For bonds held to maturity, total return is yield to maturity.

**Weighted Average Maturity.** The weighted average of the remaining terms of the underlying securities, using the current balance of each security as the weighting factor.

## Appendix A – Credit Ratings for Corporate Notes

<b>Equivalent Credit Ratings</b>				
<b>Credit Risk</b>	<b>Moody's*</b>	<b>Standard &amp; Poor's*</b>	<b>Fitch IBCA**</b>	<b>Duff &amp; Phelps**</b>
<b>INVESTMENT GRADE</b>				
Highest quality	Aaa	AAA	AAA	AAA
High quality (very strong)	Aa	AA	AA	AA
Upper medium grade (strong)	A	A	A	A
Medium grade	Baa	BBB	BBB	BBB
<b>NOT INVESTMENT GRADE</b>				
Lower medium grade (somewhat speculative)	Ba	BB	BB	BB
Low grade (speculative)	B	B	B	B
Poor quality (may default)	Caa	CCC	CCC	CCC
Most speculative	Ca	CC	CC	CC
No interest being paid or bankruptcy petition filed	C	C	C	C
In default	C	D	D	D

Source: The Bond Market Association

\* The ratings from Aa to Ca by Moody's may be modified by the addition of a 1, 2 or 3 to show relative standing within the category.

\*\*The ratings from AA to CC by Standard & Poor's, Fitch IBCA and Duff & Phelps may be modified by the addition of a plus or minus sign to show relative standing within the category.

Union Sanitary District  
Policy and Procedure Manual

Effective Date:	Investment Policy	Policy Number 2030
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**I. INVESTMENT POLICY**

**A. Purpose**

The purpose of the Union Sanitary District’s (“USD”) Investment Policy is to establish clear guidelines, objectives, policies and understanding for the Board of Directors, USD management, responsible employees, citizens and third parties for the investment of certain USD funds. USD funds invested shall provide sufficient cash flow to meet current and expected operating expenses and to fund capital requirements as described in USD’s Capital Improvement Program and Financial Plan USD shall review this policy as least once annually and may change its policies as investment objectives change.

**B. Objectives**

The objectives of this investment policy are, in order of priority:

1. To assure ongoing compliance with all Federal, State and local laws governing the investment of public funds;
2. To ensure safety of invested funds;
3. To maintain sufficient liquidity to meet cash flow needs for all operating requirements which might be reasonably anticipated without requiring a sale of securities;
4. Maintain a diversified investment portfolio to avoid incurring unreasonable risks regarding specific security types or individual financial institutes; and to maximize the average rate of return consistent with the primary objectives of safety and liquidity.

**C. Prudence**

The Prudent Investor Standard shall be used by investment officials and shall be applied in the context of managing an overall portfolio. The prudent investor standard states:

*When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.*

Staff acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.

**D. Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

**II. OPERATIONS AND PROCEDURAL MATTERS**

**A. Scope**

This investment policy applies to all financial assets and investment activities of USD except proceeds of debt issued under an indenture and USD's Deferred Compensation Plan managed by a third-party administrator and invested by individual participants; and USD's retiree medical trust held with CalPERS (the CERBT Trust) and pension assets held with CalPERS since the assets of both plans are managed by CalPERS.

Proceeds of debt issuance shall be invested in accordance with the general investment philosophy of USD as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

**B. Delegation of Authority**

1. Authority to manage USD's investment program is derived from the California Government Code Sections 53600 et seq., and USD's Charter.
2. With the approval of the Board of Directors, USD may engage the services of an external investment advisor to assist in the management of USD's investment portfolio in a manner consistent with USD's objectives. Such external investment advisors may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such discretion will be subject to oversight and other restrictions which are to be described in a written agreement. Such advisor must be registered under the Investment Advisers Act of 1940.
3. In accordance with Government Code Section 53607, the Board of Directors delegates to the General Manager/Treasurer, or their designee, the authority to invest, sell or exchange securities. This delegation of authority must be reviewed, and if still applicable, renewed on an annual basis. The Board shall receive a monthly report of the transactions conducted on its behalf.

**C. Internal Controls**

The General Manager/Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

As part of the annual financial audit, USD's external auditor will perform a review of investment transactions to verify compliance with policies and procedures.

**D. Delivery vs. Payment**

All investment transactions of USD shall be conducted using standard delivery- vs.- payment procedures.

**E. Safekeeping of Securities**

To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by USD shall be held in safekeeping by a third-party bank trust department, acting as agent for USD under the terms of a custody agreement executed by the bank and by USD. The only exception to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and (iii) money market mutual funds since the purchased securities are not deliverable. Evidence of each of these investments will be held by USD.

**F. Qualifications and Selection of Broker/Dealers**

USD shall purchase investments with security broker/dealers based on their reliability; trustworthiness; and their expertise in public cash management. Brokers/dealers must be registered with the state and provide upon request other information to determine their creditworthiness and trustworthiness such as proof of Financial Industry Regulatory Authority (FINRA) registration. A list of security brokers/dealers USD is doing business with will be provided to the Board of Directors with the monthly investment report. A copy of the current USD investment policy will be provided to all security broker/dealers doing business with USD. It shall be the policy of USD to purchase securities only from authorized institutions or firms.

For transactions initiated through an external investment advisor, the investment advisor may use their own list of approved broker/dealers and financial institutions, which it will maintain and review periodically.



### III. PERMITTED INVESTMENT AND PORTFOLIO RISK MANAGEMENT

#### A. Authorized Investments

All investments shall be made in accordance with Sections 53600 et seq. of the Government Code of California and as described within this Investment Policy. Within the investments permitted by the Government Code, USD seeks to further restrict eligible investment to the investments listed below. In the event an apparent discrepancy is found between this Investment Policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

1. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. There is no limitation as to the percentage of the portfolio that may be invested in this category.
2. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. With the exception of federal agency mortgage-backed securities which are limited to twenty percent (20%) of the total portfolio there is no limitation as to the percentage of the portfolio that may be invested in this category.
3. Bankers' acceptances, otherwise known as bills of exchange or time drafts, that are drawn on and accepted by a commercial bank with a final maturity not exceeding 180 days from the date of trade settlement, rated at least "A-1" or the equivalent by a nationally recognized statistical- rating organization (NRSRO). The aggregate investment in banker's acceptances shall not exceed forty percent (40%) of USD's total portfolio.
4. Federally insured or collateralized time deposits (Non-negotiable certificates of deposit) provided that the certificates of deposit meet the conditions in either paragraph (a) or paragraph (b):
  - a) Certificates of deposits shall meet the requirements for deposit under Government Code Section 53630 et. seq. To be eligible to receive USD deposits, the financial institution must have received a minimum overall satisfactory rating for meeting the credit needs of California Communities in its most recent evaluation, as provided in Government Code Section 53635.2. Deposits are required to be collateralized as specified under Government Code Section 53630 et. seq. The General Manager/Treasurer, at his or her discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. USD shall have a signed agreement with all depositories receiving USD deposits per Government

Code Section 53649. The maturity of time deposits may not exceed five years.

- b) Certificates of deposit placed through a deposit placement service shall meet the requirements under Government Code Section 53601.8. The full amount of the principal and the interest that may be accrued during the maximum term of each certificate of deposit shall at all times be insured by federal deposit insurance. The maximum term for placement service certificates of deposit shall be five years.

The combined amount invested in placement service certificates of deposit and negotiable certificates of deposit shall not exceed twenty percent (20%) of the portfolio.

- 5. Negotiable certificates of deposit (NCD) issued by a nationally or state- chartered bank, a savings association or a federal association (as defined by Section 5102 by the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of NCDs shall not exceed thirty percent (30%) of the total portfolio.
- 6. Repurchase agreements with a final termination date not exceeding 90 days from the date of trade settlement collateralized solely by United States Treasury, federal agency, or United States government sponsored enterprises permitted by this Investment Policy. The purchased securities (the "collateral") shall have a minimum market value of one hundred and two percent (102%) of the dollar value of the funds invested. The market value of the collateral securities shall be marked-to-the-market daily and the value shall be adjusted no less frequently than weekly. No substitution of collateral shall be allowed without the prior approval of the General Manager/Treasurer. All collateral securing repurchase agreements must be delivered to USD's custodian bank or handled under a tri-party repurchase agreement. USD or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to repurchase agreement.

Approved repurchase agreement counterparties shall have a repurchase agreement counterparty credit rating of at least "A-1" or the equivalent and a long-term credit rating of at least "A" or the equivalent by a NRSRO. Repurchase agreement counterparties shall execute a USD approved master repurchase agreement with USD. No more than ten percent (10%) of USD's total portfolio shall be invested in repurchase agreements.

- 7. Commercial Paper with the highest letter and numerical rating as provided for by a NRSRO. Eligible commercial paper shall have a final maturity not exceeding 270 days from the date of trade settlement. The aggregate investment in commercial paper shall not exceed twenty five percent (25%) of USD's total

portfolio. Furthermore, USD may invest no more than 5% of its total investment assets in the commercial paper and medium-term notes of any single issuer. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph 1 or paragraph 2 below:

(1) The entity meets the following criteria:

- is organized and operating in the United States as a general corporation;
- has total assets in excess of five hundred million dollars (\$500,000,000); and
- has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by an NRSRO.

(2) The entity meets the following criteria:

- is organized within the United States as a special purpose corporation, trust, or limited liability company;
- has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond; and
- has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

8. State of California's Local Agency Investment Fund ("LAIF"), pursuant to California Code Section 16429.1. The maximum limit permitted by the State may be invested in LAIF. -
9. Corporate medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. Purchases may not exceed thirty percent (30%) of invested funds. USD may invest no more than 5% of its total investment assets in the commercial paper and medium-term notes of any single issuer.
10. Municipal Obligations. USD may purchase municipal obligations in the following categories.
  - a. USD Bonds – Bonds issued by USD, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by USD or by a department, board, agency, or authority of USD.
  - b. California State Obligations – Registered state warrants or treasury notes or bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of

the State.

- c. Local Agency Bonds – Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- d. Obligations of Other 49 States - Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

With the exception of obligations issued by USD, purchases of municipal obligations are limited to securities rated at least in the “A” (long-term) or “A-1” (short-term), or their equivalents, by a NRSRO. Obligations shall have a maximum maturity of five years. USD may invest in this category up to the limit allowed by California Code Section 53601.

11. Money market mutual funds, provided that such funds

- a. Are registered with the Securities and Exchange Commission and are rated “AAAm” or its equivalent by not less than two NRSROs; or have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000); and
- b. The purchase price of shares shall not exceed twenty percent (20%) of USD’s portfolio; and
- c. If USD has funds invested in a money market fund, a copy of fund’s information statement shall be maintained on file for due diligence. In addition, the General Manager/Treasurer should review the fund’s summary holdings on a quarterly basis.

12. Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in Code Section 53601 subdivisions (a) to (r) inclusive as provided, provided that

- a. The pool’s investment advisor meets the requirements of 53601(p);
- b. The pool seeks to maintain a stable Net Asset Value (“NAV”);
- c. The pool is rated “AAAm” or its equivalent by a NRSRO; and

- d. If USD has funds invested in a pool, a copy of pool's information statement shall be maintained on file for due diligence. In addition, the General Manager/Treasurer should review the pool's summary holdings on a quarterly basis.
13. A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchases may not exceed twenty percent (20%) of invested funds.
  14. United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or the Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA" or better by an NRSRO and shall not exceed thirty percent (30%) of the agency's total portfolio that may be invested pursuant to this section.

#### **B. Prohibited Investment Vehicles and Practices**

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to, mutual funds.
2. In accordance with Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. In accordance with Government Code Section 53601.6, investment in any security that could result in a zero-interest accrual if held to maturity is prohibited, except as provided in the subsequent paragraph.

Notwithstanding the prohibitions stated in the above paragraph, effective January 1, 2021, USD may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. USD may hold these instruments until their maturity dates. Securities described in this paragraph shall remain in effect only until January 1, 2026, and as of that date is repealed.

4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
5. Purchasing or selling securities on margin is prohibited.
6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.

7. USD is not permitted to deposit funds into any state or federal credit union, if a member of the Board of Directors, or any person with investment decision making authority also serves on the Board of Directors, or any committee appointed by the Board of Directors, or the credit committee or supervisory committee, of the state or federal credit union.

### **C. Mitigating Credit Risk in the Portfolio**

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. USD shall mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section III (A) are designed to mitigate credit risk in the portfolio. With the exception of investments in United States Treasury Obligations, no single investment category shall constitute more than 70% of the District's overall portfolio without prior Board approval. Should United States Treasury Obligations ever exceed 70% of the District's portfolio, the District's General Manager, in consultation with the District's investment advisors, shall report to the Board at the next possible Board meeting advising the Board the reasons for the exceedance and seeking Board input and direction.
2. No more than five percent (5%) of the total portfolio may be invested in securities of any single issuer, other than LAIF, local government investment pools, all U.S. Government, its agencies and instrumentalities.
3. USD may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, return, or yield of the portfolio in response to market conditions or USD's risk preferences.
4. If securities owned by USD are downgraded by a NRSRO to a level below the quality required by this Investment Policy, it shall be USD's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.

If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported to USD's Board of Directors. USD will use discretion in determining whether to sell or hold the security based on its current maturity, the loss in value, the economic outlook for the issuer, and other relevant factors.

## **IV. INVESTMENT PERFORMANCE OBJECTIVES**

To maximize the average rate of return consistent with the primary objectives of safety and liquidity. USD staff will establish a performance benchmark for its portfolio consistent with agency needs and will periodically review the benchmark for continued applicability.

## V. INVESTMENT GUIDELINES

### A. Liquidity

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities to ensure adequate cash reserves to pay current expenses.

If USD uses an investment advisor, USD's General Manager/Treasurer, or designee, shall communicate periodically with the investment adviser in order to keep the adviser informed as to USD's specific short-term liquidity requirements.

### B. Maximum Maturities

USD will not invest in securities maturing more than five (5) years from the date of settlement, unless the Board of Directors has by resolution granted authority to make such an investment at least three months prior to the date of investment.

Senate Bill 1489, approved in September 2022, also known as the Local Government Omnibus Act of 2022, made a number of changes that impact the investment of public funds and the reporting practices of public agencies. Changes made to Code section 53601 included language stating that an investment's term or remaining maturity shall be measured from the settlement date to final maturity, and, that a security purchased in accordance with Code section 53601 shall not have a forward settlement date exceeding 45 days from the time of investment.

## VI. REPORTING, DISCLOSURE AND PROGRAM EVALUATION

### A. Monthly Reports

Monthly investment reports shall be submitted by USD finance staff to USD's Board of Directors and the General Manager. These reports shall disclose, at a minimum, the following information about the risk characteristics of USD's portfolio:

1. As asset listing showing par value, cost and market value of each security, type of investment, issuer name, credit quality, coupon rate and yield to maturity at cost;
2. A one or two-page summary report which shows:
  - a. Weighted average maturity of the portfolio;
  - b. Maturity distribution of the portfolio;
  - c. A list of portfolio transactions;
3. A statement of compliance with the investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, if any, including a justification for their presence in the portfolio and a timetable for resolution; and
4. A statement that USD has adequate funds to meet its cash flow requirements for the next six months.
5. A list of broker/dealers the District is currently using.



**B. Annual Reports**

1. The investment policy shall be reviewed at least two months before the published “next review date” reflected on the current investment policy and adopted before the current investment policy expires to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.
2. The investment program shall be included in the scope of USD’s annual audit.

**C. Periodic Investment Program Review**

USD shall retain the services of an expert investment manager/consultant to perform a thorough review of the investment program a minimum of once every four years.

Approved by:	Board of Directors
Author/owner:	Business Services Workgroup Manager/Chief Financial Officer
Reviewers:	Executive Team, Sr. Accounting and Financial Analyst
Notify Person:	Business Services Workgroup Manager/Chief Financial Officer
Revision frequency:	Annually
Next Review:	March 2024 (review typically begins 2 months prior to this date)

## GLOSSARY OF INVESTMENT TERMS

**Asset-backed security.** A security supported by assets such as automobile loans or other consumer receivables which are placed with a trustee for the benefit of the owners of the security.

**Banker's acceptance.** A high quality, short term money market instrument used to finance international trade. There has never been an instance of a failure to pay a banker's acceptance in full at its maturity date.

**Benchmark.** A segment of the securities market with characteristics similar to the subject portfolio. It is used to compare portfolio performance to the performance of the appropriate segment of the market.

**Callable Security.** Callable securities are those which contain an option allowing the issuer to retire the security prior to its final maturity date. If the level of interest rates falls sufficiently, the issuer of the bond will exercise the option and call the bond away from the investor. The issuer can save money by issuing new bonds at lower rates. Types of callable bonds can range from "one-time" to "quarterly" to "continuous" calls.

**California Asset Management Program (CAMP).** A pooled investment vehicle and Joint Powers Authority for local agencies in California which manages the California Asset Management Trust.

**Commercial paper.** Short term, negotiable unsecured promissory notes of corporations.

**Delivery vs. payment.** A securities industry procedure in which payment for a security is not released until the security is delivered to the customer's bank custodial account.

**Inverse floaters.** A security with an interest rate which changes periodically in the opposite direction to the change in the general level of interest rates.

**Investment Official.** An individual who is authorized to make investment decisions and execute investments of funds on behalf of USD.

**Leverage.** An investment practice in which the investor borrows money in order to increase the amount invested.

**Local Agency Investment Fund (LAIF).** A pooled investment vehicle for local agencies in California sponsored by the State of California and administered by the State Treasurer.

**Market cycle.** A market cycle is defined as a period of time which includes a minimum of two consecutive quarters of falling interest rates followed by a minimum of two consecutive quarters of rising interest rates.

**Money market mutual fund.** A mutual fund which invests in short term money market instruments only, and which has as an investment objective.

**Nationally Recognized Statistical Rating Organization (NRSRO).** A credit rating agency which issues credit ratings that the US Securities and Exchange Commission (SEC) permits other financial firms to use for certain regulatory purposes. Commonly used NRSROs are Moody's Investor Service, Standard & Poor's, and Fitch Ratings.

**Negotiable certificate of deposit.** A large denomination certificate of deposit which can be sold in the open market prior to maturity.

**Range notes.** Fixed income securities which pay interest only under certain conditions which are defined in the bond's indenture.

**Repurchase agreement.** An investment transaction wherein an investor agrees to purchase securities at an agreed upon price, and simultaneously agrees to sell the securities back to the counterparty on an agreed upon future date at an agreed upon price.

**Time certificate of deposit.** A non-negotiable certificate of deposit which cannot be sold prior to maturity.

**Total rate of return.** Annual return on an investment including appreciation and dividends or interest. For bonds held to maturity, total return is yield to maturity.

**Weighted Average Maturity.** The weighted average of the remaining terms of the underlying securities, using the current balance of each security as the weighting factor.

## Appendix A – Credit Ratings for Corporate Notes

<b>Equivalent Credit Ratings</b>				
<b>Credit Risk</b>	<b>Moody's*</b>	<b>Standard &amp; Poor's*</b>	<b>Fitch IBCA**</b>	<b>Duff &amp; Phelps**</b>
<b>INVESTMENT GRADE</b>				
Highest quality	Aaa	AAA	AAA	AAA
High quality (very strong)	Aa	AA	AA	AA
Upper medium grade (strong)	A	A	A	A
Medium grade	Baa	BBB	BBB	BBB
<b>NOT INVESTMENT GRADE</b>				
Lower medium grade (somewhat speculative)	Ba	BB	BB	BB
Low grade (speculative)	B	B	B	B
Poor quality (may default)	Caa	CCC	CCC	CCC
Most speculative	Ca	CC	CC	CC
No interest being paid or bankruptcy petition filed	C	C	C	C
In default	C	D	D	D

Source: The Bond Market Association

\* The ratings from Aa to Ca by Moody's may be modified by the addition of a 1, 2 or 3 to show relative standing within the category.

\*\*The ratings from AA to CC by Standard & Poor's, Fitch IBCA and Duff & Phelps may be modified by the addition of a plus or minus sign to show relative standing within the category.



**USD**  
TREAT  
PROTECT  
PRESERVE  
est. 1918  
**TRI-CITY WASTEWATER**

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

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

Karen W. Murphy  
*Attorney*

**MARCH 13, 2023  
BOARD OF DIRECTORS MEETING  
AGENDA ITEM # 12**

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

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

**Recommendation**

Information only.

**Discussion**

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

**Background**

None

**Previous Board Action**

None



### Summary of the EBDA Commission Meeting Thursday, February 16, 2023, at 9:30 a.m.

- Commissioners Andrews, Azevedo, Johnson, Lathi, and Simon, were present. This meeting was conducted telephonically and the dial-in information for the meeting was provided in the agenda.
- Commissioner Lathi moved to approve the Commission Meeting Minutes of January 19, 2023; List of Disbursements for January 2023; Treasurer’s Report for January 2023; and Second Quarter Expense Summary, Fiscal Year 2022/2023. The motion was seconded by Commissioner Johnson and carried 5-0.
- The Commission unanimously approved the reports from the Financial Management, Regulatory Affairs, Financial Management, Operations & Maintenance, and Personnel Committees. The following items were discussed:
- **General Managers Report**  
The General Manager (GM) reminded the Commission that the COVID-19 State of Emergency will end on February 28, 2023, eliminating the conditions allowing EBDA to hold remote meetings. Therefore, EBDA expects to resume in-person meetings in March 2023. In addition, the GM announced Annual Statements of Economic Interest (Form 700) will be distributed soon. The Commission provided feedback on future Commission meeting times and directed that they be moved to 4:00PM beginning in March 2023. Lastly, the Commission set a date and time for the next Strategic Planning Workshop, scheduled for March 30 at 4:00PM.
- **Manager’s Advisory Committee**  
The GM reported that the MAC discussed wet weather, the strategic planning process, the Cargill project, and the Advanced Quantitative Precipitation Information (AQPI) project.
- **Regulatory Affairs Committee**  
The GM reported on the February 15 meeting of the Regulatory Affairs Committee. The Committee reviewed compliance data and discussed the annual National Pollutant Discharge Elimination System (NPDES) report and the upcoming renewal of the regional Nutrients Watershed Permit.
- **Motion Authorizing the General Manager to Execute Amendment No. 2 to the Contract with Ascent Environmental for CEQA Consulting Services for the Cargill Mixed Sea Salt Brine Discharge Project in the Amount of \$63,500, for a Total Not to Exceed Amount of \$556,555**  
Commissioner Lathi moved to approve the item. The motion was seconded by Commissioner Johnson and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Azevedo, Lathi, Simon, Johnson, Chair Andrews

Noes: None

Absent: None

Abstain: None

- **Financial Management Committee**

The GM reported on the February 13 meeting of the Financial Management Committee. The Committee reviewed the List of Disbursements, Treasurer’s Report, and the Second Quarter Expense Report and recommended approval. The GM provided an update on the budget following recent wet weather.

- **Motion Appointing Commissioner Simon as an Alternate Authorized Signer on the Authority’s Checking Account**

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

Ayes: Commissioners Azevedo, Lathi, Simon, Johnson, Chair Andrews

Noes: None

Absent: None

Abstain: None

- **Operations and Maintenance Committee**

The Operations and Maintenance (O&M) Manager and GM reported on the February 13 meeting of the Operations and Maintenance Committee. The O&M Manager updated the Commission on EBDA’s facilities and the status of current projects. The O&M Manager reviewed for the Commission the temporary capacity exceedance fees that will be assessed as a result of the recent wet weather. The GM provided an update on the Cargill project and the AQPI project.

- **Motion Authorizing the General Manager to Issue a Change Order to 4B On Site Services, LLC for Diesel Fuel for Fiscal Year 2022/2023 in the Amount of \$15,001, for a total purchase order value of \$40,000**

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

Ayes: Commissioners Azevedo, Lathi, Simon, Johnson, Chair Andrews

Noes: None

Absent: None

Abstain: None

- **Motion Authorizing the General Manager to Issue a Change Order to Southern Counties Lubricants, LLC for Diesel Fuel for Fiscal Year 2022/2023 in the Amount of \$15,001, for a total purchase order value of \$40,000**

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

Ayes: Commissioners Azevedo, Lathi, Simon, Johnson, Chair Andrews

Noes: None

Absent: None

Abstain: None



- **Motion Authorizing the General Manager to Issue a Change Order to Univar Solutions USA, Inc. for Sodium Bisulfite 25% Solution for Fiscal Year 2022/2023 in the Amount of \$150,000, for a total purchase order value of \$275,000**

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

Ayes: Commissioners Azevedo, Lathi, Simon, Johnson, Chair Andrews

Noes: None

Absent: None

Abstain: None

- **Personnel Committee**

The GM reported on the February 14, meeting of the Personnel Committee. The Committee recommends updating the Personnel Policy to include a cost-of-living adjustment range of 2% - 5%. The Committee also recommends increasing the employer contribution under the Public Employees' Medical and Hospital Care Act (PEMHCA) by 3%. The Committee recommends staff return with a markup of the Commissioner Compensation Policy with changes to the lists of eligible and ineligible activities. Lastly, the GM updated the Commission on the GM's performance review process and recommends tying the next GM Performance Plan to the Authority's Strategic Plan and shifting to a fiscal year basis.

- **Items from Commission and Staff**

Chair Andrew's provided an update of the National Association of Clean Water Agencies conference recently attended and recommends the GM provide a debrief of the conference for the Commission.

- **Adjournment**

Chair Andrews adjourned the meeting at 10:47 a.m.

**UNION SANITARY DISTRICT  
CHECK REGISTER  
02/18/2023-03/03/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183477	3/2/2023	114	800545.3	ZOVICH CONSTRUCTION	CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$1,691,718.41	\$1,691,718.41
183431	3/2/2023	143	800452.9	CLARK CONSTRUCTION GROUP CA LP	STANDBY POWER SYSTEM UPGRADE	\$212,943.99	\$212,943.99
183399	2/23/2023	110	36197	SYNAGRO WEST LLC	JAN 2023 BIOSOLIDS DISPOSAL	\$158,419.93	\$158,419.93
183478	3/2/2023	114	800545.3E	ZOVICH CONSTRUCTION	CAMPUS BUILDINGS (ADMIN, FMC, OPS) - ESCROW PYMT	\$89,037.81	\$89,037.81
183405	2/23/2023	110	470009792	USP TECHNOLOGIES	4138 GALS HYDROGEN PEROXIDE	\$19,055.49	\$76,728.51
	2/23/2023	110	470009811		4130 GALS HYDROGEN PEROXIDE	\$19,018.65	
	2/23/2023	110	470009994		4336 GALS HYDROGEN PEROXIDE	\$19,967.28	
	2/23/2023	110	470010196		4058 GALS HYDROGEN PEROXIDE	\$18,687.09	
183429	3/2/2023	173	5089	CDW GOVERNMENT LLC	CISCO SUPPORT RENEWAL	\$49,970.00	\$60,038.62
	3/2/2023	173	6234		ADOBE ACROBAT RENEWAL	\$8,415.00	
	3/2/2023	173	92977		1 SWITCH	\$1,653.62	
183428	3/2/2023	143	32839	CAROLLO ENGINEERS	SODIUM HYPOCHLORITE LOOP IMPROVEMENTS	\$45,546.37	\$47,780.03
	3/2/2023	143	32842		PRIMARY DIGESTER NO. 8 FEASIBILITY STUDY	\$2,233.66	
183375	2/23/2023	110	9017779533	KEMIRA WATER SOLUTIONS INC	45,920 LBS FERROUS CHLORIDE	\$7,823.57	\$32,035.04
	2/23/2023	110	9017780232		48,400 LBS FERROUS CHLORIDE	\$8,300.49	
	2/23/2023	110	9017780903		46,880 LBS FERROUS CHLORIDE	\$7,955.49	
	2/23/2023	110	9017781502		46,580 LBS FERROUS CHLORIDE	\$7,955.49	

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02/18/2023-03/03/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183464	3/2/2023	171	20585890	TELEDYNE ISCO INC	REFRIGERATED SAMPLER AND SUPPLIES	\$21,544.37	\$21,544.37
183466	3/2/2023	171	40395	TRANSPORT PRODUCTS UNLIMITED	1 STORAGE CONTAINER	\$20,488.75	\$20,488.75
183361	2/23/2023	173	10645549953	DELL MARKETING LP C/O DELL USA	DELL LAPTOPS	\$17,987.60	\$17,987.60
183468	3/2/2023	110	50910249	UNIVAR SOLUTIONS USA INC	4899.5 GALS SODIUM HYPOCHLORITE	\$7,771.44	\$15,546.84
	3/2/2023	110	50913686		4902 GALS SODIUM HYPOCHLORITE	\$7,775.40	
183403	2/23/2023	110	50893317	UNIVAR SOLUTIONS USA INC	4901.6 GALS SODIUM HYPOCHLORITE	\$7,774.76	\$15,543.65
	2/23/2023	110	50902959		4897.9 GALS SODIUM HYPOCHLORITE	\$7,768.89	
183343	2/23/2023	170	5283670	ALL INDUSTRIAL ELECTRIC SUPPLY	BLOWER 12 MAIN BREAKER	\$12,971.95	\$12,971.95
183474	3/2/2023	143	2052171	WEST YOST ASSOCIATES	FORCE MAIN CORROSION REPAIRS PROJECT PHASE 4	\$7,972.00	\$11,166.00
	3/2/2023	143	2052485		FORCE MAIN CORROSION REPAIRS PROJECT PHASE 4	\$3,194.00	
183452	3/2/2023	110	1712248	POLYDYNE INC	42,800 LBS CLARIFLOC WE-539	\$9,323.78	\$9,323.78
183444	3/2/2023	110	9017781982	KEMIRA WATER SOLUTIONS INC	48,140 LBS FERROUS CHLORIDE	\$8,219.31	\$8,219.31
183454	3/2/2023	170	104090	PRIME MECHANICAL SERVICE INC	SERVICE CALL: REPLACE TXV	\$3,399.00	\$7,790.46
	3/2/2023	170	104091		SERVICE CALL: BLDG 68 AC UNIT	\$3,249.00	
	3/2/2023	122	104117		SERVICE CALL: BLDG 83 REPLACED TEMPERATURE SENSOR	\$1,142.46	

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CHECK REGISTER  
02/18/2023-03/03/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183437	3/2/2023	111	9581262988	GRAINGER INC	ASTD PARTS & MATERIALS	\$146.58	\$7,453.93
	3/2/2023	111	9584369400		ASTD PARTS & MATERIALS	\$38.79	
	3/2/2023		9584986518		ASTD PARTS & MATERIALS	\$4,836.03	
	3/2/2023	170	9586617277		ASTD PARTS & MATERIALS	\$363.63	
	3/2/2023		9588352816		ASTD PARTS & MATERIALS	\$2,068.90	
183421	3/2/2023	143	11472732	BROWN & CALDWELL CONSULTANTS	PLANT GROUNDWATER WELLS MONITORING	\$7,399.81	\$7,399.81
183378	2/23/2023	170	20230216	SCOTT MARTIN	EXP REIMB: AIRFARE AND REGISTRATION FOR MARCON CONFERENCE	\$2,187.40	\$7,181.71
	2/23/2023	171	20230216.1		EXP REIMB: AIR & REG FOR MARCON CONF-ROCHA & TATAKAMOTONO	\$4,956.80	
	2/23/2023	170	20230221		EXP REIMB: LUNCH FOR EMPLOYEES WORKING ON COGEN 1	\$37.51	
183455	3/2/2023		73728	R.D. KINCAIDE INC	11 PATCH KITS	\$6,977.25	\$6,977.25
183434	3/2/2023		8209	ENERGY CHOICE INC	1 PUMP	\$6,479.12	\$6,479.12
183422	3/2/2023	150	296003	BURKE, WILLIAMS & SORENSON LLP	CLAIMS - DEC 2022	\$2,595.84	\$6,256.64
	3/2/2023	150	296091		FORCE MAIN RELOCATION - DEC 22	\$166.40	
	3/2/2023	150	296093		GENERAL LEGAL - DEC 2022	\$3,494.40	
183473	3/2/2023	123	50754	WECO INDUSTRIES LLC	1 CLEANING NOZZLE	\$5,124.03	\$6,128.48
	3/2/2023		51094		CAMERA PARTS	\$1,004.45	
183340	2/23/2023	150	70579	ABACUS PRODUCTS INC	1 LOT REBRANDING ITEMS	\$5,888.20	\$5,888.20
183388	2/23/2023	130	13606424	PFM ASSET MANAGEMENT LLC	INVESTMENT MANAGEMENT / ADVISORY SERVICES	\$5,209.10	\$5,209.10
183476	3/2/2023	143	214918	WOODARD & CURRAN INC	IRVINGTON BASIN RCP REHABILITATION	\$5,057.50	\$5,057.50

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CHECK REGISTER  
02/18/2023-03/03/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183409	3/2/2023	143	20230228	ALAMEDA COUNTY TREASURER	DEPOSIT: FORCE MAIN CORROSION REPAIRS - PHASE 4	\$5,000.00	\$5,000.00
183364	2/23/2023	170	250640	FRANK A OLSEN COMPANY	2 CHECK VALVES	\$4,948.77	\$4,948.77
183396	2/23/2023	123	30174	SCHWALM USA LLC	3 CUTTING TOOLS	\$4,853.12	\$4,853.12
183359	2/23/2023	171	29219	CRANETECH INC	SERVICE: CRANE WHEEL REPLACEMENT	\$4,463.28	\$4,463.28
183394	2/23/2023	110	23012313	S&S TRUCKING	GRIT HAULING 1/17 & 1/19/2023	\$2,246.76	\$4,088.24
	2/23/2023	110	23012702		GRIT HAULING 01/25/2023	\$1,012.68	
	2/23/2023	110	23013101		GRIT HAULING 01/30/2023	\$828.80	
183449	3/2/2023	123	870671	MISSION CLAY PRODUCTS LLC	10 REPAIR COUPLINGS	\$3,479.93	\$3,479.93
183391	2/23/2023	120	916005186122	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - FEB 2023	\$3,476.42	\$3,476.42
183447	3/2/2023	113	2301H93	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$432.00	\$3,467.00
	3/2/2023	113	2301H95		LAB SAMPLE ANALYSIS	\$450.00	
	3/2/2023	113	2301H99		LAB SAMPLE ANALYSIS	\$354.00	
	3/2/2023	113	2301K38		LAB SAMPLE ANALYSIS	\$505.00	
	3/2/2023	113	2302290		LAB SAMPLE ANALYSIS	\$577.00	
	3/2/2023	113	2302291		LAB SAMPLE ANALYSIS	\$577.00	
	3/2/2023	113	2302292		LAB SAMPLE ANALYSIS	\$572.00	
183407	2/23/2023	143	5275	WORKSMART AUTOMATION INC	AERATION BLOWER 11 (HIGH SPEED) MISC	\$1,749.34	\$3,351.18
	2/23/2023	170	5276		SCADA SUPPORT SERVICES EQUIPMENT	\$1,601.84	
183438	3/2/2023	170	97104405	H & E EQUIPMENT SERVICES INC	RENTAL 01/25/2023 - 02/21/2023	\$3,346.30	\$3,346.30

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183420	3/2/2023	121	309179	BRENNTAG PACIFIC INC	3828 LBS SODIUM HYDROXIDE	\$3,296.11	\$3,296.11
183351	2/23/2023	121	307457	BRENNTAG PACIFIC INC	1276 LBS SODIUM HYDROXIDE	\$1,097.88	\$3,283.73
	2/23/2023	121	307458		2552 LBS SODIUM HYDROXIDE	\$2,185.85	
183471	3/2/2023		9928215110	VERIZON WIRELESS	WIRELESS SERV 01/21/23-02/20/23	\$2,758.66	\$2,758.66
183390	2/23/2023	170	104063	PRIME MECHANICAL SERVICE INC	MONTHLY MAINTENANCE - JAN 23	\$992.00	\$2,722.00
	2/23/2023	122	104065		SERVICE CALL: REPLACE HOT WATER CONTROL VALVE	\$1,730.00	
183371	2/23/2023	141	HGJJ696	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - FEB 23	\$1,700.99	\$2,465.06
	2/23/2023	141	HGMP706		OFF-SITE STORAGE AND SERVICE - FEB 23	\$764.07	
183423	3/2/2023	173	15766	CALERO HOLDINGS INC	VERASMART CALL ACCOUNTING SUPPORT RENEWAL	\$2,384.00	\$2,384.00
183365	2/23/2023	170	20237761	G3 ENGINEERING INC	1 POLY MIX CHAMBER	\$2,383.52	\$2,383.52
183439	3/2/2023		3S3608	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$140.47	\$2,294.02
	3/2/2023		3S4493		ASTD PARTS & MATERIALS	\$123.10	
	3/2/2023	170	3S4494		HARRINGTON PUMP RM 4 SEAL LINE 020823	\$2,030.45	
183386	2/23/2023		34794	NEXGEN ROOTER & PLUMBING	REFUND # 55147	\$500.00	\$2,000.00
	2/23/2023		41039		REFUND # 55151	\$500.00	
	2/23/2023		41040		REFUND # 55152	\$500.00	
	2/23/2023		43066		REFUND # 55142	\$500.00	

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183393	2/23/2023		39978	ROOTER HERO	REFUND # 55155	\$500.00	\$2,000.00
	2/23/2023		42041		REFUND # 55153	\$500.00	
	2/23/2023		42047		REFUND # 55139	\$500.00	
	2/23/2023		43065		REFUND # 55140	\$500.00	
183346	2/23/2023	121	16783	AMERICAN DISCOUNT SECURITY	01/01/23 - 01/31/23 GUARD AT DISTRICT	\$1,971.00	\$1,971.00
183367	2/23/2023		9575971032	GRAINGER INC	ASTD PARTS & MATERIALS	\$172.38	\$1,738.60
	2/23/2023		9576471446		ASTD PARTS & MATERIALS	\$1,141.09	
	2/23/2023	122	9576687991		ASTD PARTS & MATERIALS	\$379.75	
	2/23/2023	122	9579063885		ASTD PARTS & MATERIALS	\$-12.10	
	2/23/2023	122	9579705121		ASTD PARTS & MATERIALS	\$57.48	
183413	3/2/2023	130	16550792	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-GONZALES, WK END 02/04/23	\$1,721.60	\$1,721.60
183374	2/23/2023	113	402751323	KELLY SERVICES INC	TEMP LABOR-HATO, N. WK ENDING 01/29/23	\$1,633.50	\$1,633.50
183401	2/23/2023		429603552	TERMINIX COMMERCIAL	PEST CONTROL	\$273.00	\$1,597.00
	2/23/2023		429606012		PEST CONTROL	\$148.00	
	2/23/2023		429606013		PEST CONTROL	\$1,176.00	
183392	2/23/2023		37940	AMERICAN RESIDENTIAL SVCS RESCUE ROC	REFUND # 55148	\$1,000.00	\$1,500.00
	2/23/2023		42042		REFUND # 55154	\$500.00	
183450	3/2/2023	171	2383815	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - MAR 2023	\$1,492.89	\$1,492.89
183357	2/23/2023	170	209671	CORE & MAIN LP	ASTD PARTS & MATERIALS	\$1,487.38	\$1,487.38

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183348	2/23/2023		2591118971	ARAMARK	UNIFORM LAUNDERING & RUGS	\$367.73	\$1,475.91
	2/23/2023		2591121035		ASTD DUST MOPS, WET MOPS & TERRY	\$91.66	
	2/23/2023		2591121053		UNIFORM LAUNDERING & RUGS	\$364.73	
	2/23/2023		2591121076		UNIFORM LAUNDERING SERVICE	\$651.79	
183411	3/2/2023	170	48023	ALLIED FLUID PRODUCTS CORP	2 HOSES	\$1,468.64	\$1,468.64
183341	2/23/2023	172	9134522694	AIRGAS NCN	1 FALL PROTECTION HARNESS	\$438.15	\$1,413.36
	2/23/2023	170	9994838267		CYLINDER RENTAL	\$975.21	
183443	3/2/2023	113	502612323	KELLY SERVICES INC	TEMP LABOR-HATO, N. WK ENDING 02/05/23	\$1,361.25	\$1,361.25
183380	2/23/2023	113	2301A29	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$491.00	\$1,331.00
	2/23/2023	113	2301E97		LAB SAMPLE ANALYSIS	\$222.00	
	2/23/2023	113	2301F25		LAB SAMPLE ANALYSIS	\$618.00	
183451	3/2/2023	170	2400155812	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$4,988.14	\$1,321.74
	3/2/2023	171	2400158910		CREDIT FOR INV: 2400155812 & RESTOCKING FEE	\$-4,144.36	
	3/2/2023		2400159469		ASTD PARTS & MATERIALS	\$268.22	
	3/2/2023		2400159483		ASTD PARTS & MATERIALS	\$164.92	
	3/2/2023	170	2400159721		ASTD PARTS & MATERIALS	\$44.82	
183435	3/2/2023	143	181879	ESA	SEA LEVEL RISE STUDY UPDATE	\$1,306.25	\$1,306.25



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183406	2/23/2023	113	8811937313	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$270.14	\$1,278.11
	2/23/2023	113	8811937314		LAB SUPPLIES	\$914.86	
	2/23/2023	113	8811944544		LAB SUPPLIES	\$93.11	
183377	2/23/2023	173	27208MSA	LOOKINGPOINT INC	NEXT CARE ON DEMAND RENEWAL - FEB	\$1,225.00	\$1,225.00
183427	3/2/2023	170	10010069390	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$743.29	\$1,220.95
	3/2/2023	170	10010069391		PAINT & RELATED PAINT SUPPLIES	\$477.66	
183456	3/2/2023	111	8201135494	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: M. FORTNER	\$225.00	\$1,113.34
	3/2/2023	111	8201135602		SAFETY SHOES: A. BERLING	\$213.34	
	3/2/2023	123	8201135643		SAFETY SHOES: M. MINCHACA	\$225.00	
	3/2/2023	123	8201136377		SAFETY SHOES: A. DIOSDADO	\$225.00	
	3/2/2023	111	8201137500		SAFETY SHOES: A. FARSAI	\$225.00	
183475	3/2/2023	171	4431038	WESTERN ENERGY SYSTEMS	COGEN PLC CARDS	\$675.90	\$1,105.04
	3/2/2023	170	4447411		ASTD COGEN PARTS	\$429.14	
183385	2/23/2023	136	2023021062	NBS	BOND DISCLOSURE SERVICES	\$1,101.90	\$1,101.90
183465	3/2/2023	111	20230227	NEGIN TOOTIAN	EXP REIMB: CWEA REG/MEMBERSHIP/AIRFARE	\$1,047.95	\$1,047.95
183415	3/2/2023		19475180	AT&T	SERV: 01/10/23 - 02/09/23	\$1,013.40	\$1,013.40
183416	3/2/2023	136	2522529368	BANK OF NEW YORK	JAN 2023 SERVICE FEES	\$962.65	\$962.65
183372	2/23/2023	113	20230216	DANIEL JACKSON	EXP REIMB: TNI CONF EXPENSES	\$914.20	\$914.20
183349	2/23/2023		9361385705	AT&T	SERV: 12/11/22 - 01/10/23	\$872.58	\$872.58

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183369	2/23/2023	173	21015966	INFOR PUBLIC SECTOR, INC	HANSEN CONSULTING SERVICES	\$840.00	\$840.00
183467	3/2/2023		12971649	TRIMBLE INC	6 BATTERIES	\$830.63	\$830.63
183458	3/2/2023	170	365024	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$799.86	\$799.86
183414	3/2/2023		2591123102	ARAMARK	UNIFORM LAUNDERING & RUGS	\$365.73	\$790.71
	3/2/2023		2591123132		UNIFORM LAUNDERING SERVICE	\$424.98	
183424	3/2/2023	170	20230227	STATE OF CALIFORNIA	HAZARDOUS WASTE GENERATOR FEE RETURN 2022	\$790.00	\$790.00
183383	2/23/2023	170	230249	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE - FEB 2023	\$772.91	\$772.91
183441	3/2/2023	111	20230223	TIM HUGHES	EXP REIMB: CWEA CONFERENCE 2023 REGISTRATION	\$702.00	\$702.00
183382	2/23/2023		20230222	JOSEPH MENDOZA	REIMB EDD PAYMENT ON UNEMPLOYMENT CLAIM	\$675.00	\$675.00
183350	2/23/2023	144	17768810	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$261.15	\$672.94
	2/23/2023	130	17774220		ASTD OFFICE SUPPLIES	\$94.85	
	2/23/2023	120	17774300		ASTD OFFICE SUPPLIES	\$316.94	
183381	2/23/2023	170	91128906	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$149.60	\$608.25
	2/23/2023	170	92934632		ASTD PARTS & MATERIALS	\$97.31	
	2/23/2023	170	92989342		ASTD PARTS & MATERIALS	\$361.34	
183387	2/23/2023	122	2657	PACIFIC CRANE INSPECTION	QUARTERLY CRANE INSPECTION	\$600.00	\$600.00

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183418	3/2/2023	120	17789460	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$61.63	\$575.49
	3/2/2023	144	17793490		ASTD OFFICE SUPPLIES	\$309.40	
	3/2/2023	110	17796740		ASTD OFFICE SUPPLIES	\$172.05	
	3/2/2023	111	17798620		ASTD OFFICE SUPPLIES	\$32.41	
183345	2/23/2023	130	19MTKJ7RLJMH	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$56.37	\$568.86
	2/23/2023	144	1GM3XM1D6GRJ		ASTD OFFICE SUPPLIES	\$293.85	
	2/23/2023	170	1QNXQKJ49P13		ASTD OFFICE SUPPLIES	\$48.42	
	2/23/2023	170	1R76MRQW3PYT		ASTD OFFICE SUPPLIES	\$28.76	
	2/23/2023	130	1TPWVFQ33VC1		ASTD OFFICE SUPPLIES	\$71.08	
	2/23/2023	171	1XJVPMWX33KK		ASTD OFFICE SUPPLIES	\$70.38	
183463	3/2/2023	170	11644	SUPPORT PRODUCT SERVICES INC	COGEN EMISSIONS ANALYZER CALIBRATION	\$558.26	\$558.26
183417	3/2/2023	110	149405	BAY AREA AIR QUALITY MGMT DIST	PERMIT RENEWAL: BOYCE LS 4/1/2022 - 4/1/2023	\$555.00	\$555.00
183472	3/2/2023	113	8811999313	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$188.73	\$535.10
	3/2/2023	113	8812012367		LAB SUPPLIES	\$346.37	
183354	2/23/2023	113	704840	CALTEST ANALYTICAL LABORATORY	5 LAB SAMPLE ANALYSIS	\$253.80	\$507.60
	2/23/2023	113	704907		5 LAB SAMPLE ANALYSIS	\$253.80	
183356	2/23/2023		40014	COMMANDO PLUMBING	REFUND # 55150	\$500.00	\$500.00
183360	2/23/2023		43071	DONALD CRISP	REFUND # 55157	\$500.00	\$500.00
183363	2/23/2023		34807	FIX-IT PLUMBING INC	REFUND # 55149	\$500.00	\$500.00

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183366	2/23/2023		43057	GOGO ROOTER	REFUND # 55156	\$500.00	\$500.00
183373	2/23/2023		41017	NAVDEEP JOHAR	REFUND # 55141	\$500.00	\$500.00
183376	2/23/2023		43088	VISHWAJIT KUMAR	REFUND # 55161	\$500.00	\$500.00
183344	2/23/2023	170	48007	ALLIED FLUID PRODUCTS CORP	2 HOSES	\$492.42	\$492.42
183347	2/23/2023	130	16544143	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-GONZALES, WK END 01/28/23	\$422.03	\$422.03
183355	2/23/2023	111	1903597899	CINTAS CORPORATION	2 JACKETS FOR DE AVILA DIAZ	\$408.18	\$408.18
183453	3/2/2023		185237	PREFERRED ALLIANCE INC	JAN 2023 SERVICE FEE	\$403.14	\$403.14
183426	3/2/2023	113	705251	CALTEST ANALYTICAL LABORATORY	4 LAB SAMPLE ANALYSIS	\$383.40	\$383.40
183352	2/23/2023	132	4316	BRYCE CONSULTING INC	HUMAN RESOURCES TECHNICAL SERVICES	\$380.00	\$380.00
183442	3/2/2023	170	474631	KAMAN INDUSTRIAL TECHNOLOGIES	ASTD PARTS & MATERIALS	\$365.86	\$365.86
183398	2/23/2023	120	12312022	STATE BOARD OF EQUALIZATION	STORAGE TANK MAINT FEE 2022	\$365.20	\$365.20
183430	3/2/2023	150	100672	CITYLEAF INC	PLANT MAINTENANCE - FEB 2023	\$361.65	\$361.65
183432	3/2/2023	132	78209183	CONCENTRA MEDICAL CENTERS	1 DOT PHYSICAL	\$72.00	\$360.00
	3/2/2023	132	78213368		1 NEW HIRE PHYSICAL	\$288.00	
183436	3/2/2023	130	27960	FIELDMAN ROLAPP & ASSOCIATES	FINANCIAL ADVISORY SERVICES	\$355.50	\$355.50
183389	2/23/2023	132	185112	PREFERRED ALLIANCE INC	WORKSHOP - HICKS	\$310.00	\$310.00
183342	2/23/2023		16169	ALAMEDA COUNTY WATER DISTRICT	SPONSORSHIP FEE - SCIENCE & ENGINEERING FAIR	\$300.00	\$300.00
183358	2/23/2023	173	30650437	CORELOGIC INFORMATION SOLUTION	REALQUEST 12 MONTH SERVICE	\$300.00	\$300.00
183470	3/2/2023	150	20230301	THERESA VASQUEZ	EXP REIMB: FOOD ITEMS FOR BREAKFAST SOCIAL	\$298.72	\$298.72

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183448	3/2/2023	170	93149599	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$40.41	\$286.34
	3/2/2023	170	93247792		ASTD PARTS & MATERIALS	\$245.93	
183461	3/2/2023		2128030002	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$32.93	\$269.99
	3/2/2023		2129708001		ASTD ELECTRICAL SUPPLIES	\$237.06	
183379	2/23/2023	170	771068372	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - JAN 2023	\$247.76	\$247.76
183425	3/2/2023	120	1942085	STATE OF CALIFORNIA	ELEVATOR PERMIT	\$225.00	\$225.00
183362	2/23/2023	150	20230216	PAUL ELDREDGE	EXP REIMB: 4 WORKING LUNCHES	\$218.32	\$218.32
183370	2/23/2023	170	1926101005836	INTERSTATE ALL BATTERY CENTER	1 BATTERY	\$225.49	\$211.49
	2/23/2023	170	1926101005839		CREDIT: CORE CHARGE	\$-14.00	
183445	3/2/2023	143	20230223	GUADALUPE LEON	EXP REIMB: AIRFARE - NO DIG CONFERENCE	\$207.96	\$207.96
183368	2/23/2023	111	20230215	TIM HUGHES	EXP REIMB-CWEA MEMBERSHIP RENEWAL	\$202.00	\$202.00
183384	2/23/2023	120	20230221	MICHAEL MINCHACA	EXP REIMB: DOT PHYSICAL	\$80.00	\$182.96
	2/23/2023	120	20230221.1		EXP REIMB: AIRFARE TO CWEA CONF 2023 - SAN DIEGO	\$102.96	
183419	3/2/2023	143	20230223	CURTIS BOSICK	EXP REIMB: CIP RECOGNITION LUNCH	\$178.86	\$178.86
183446	3/2/2023	110	20230228	ARMANDO LOPEZ	EXP REIMB: OFFSITE LUNCH DISCUSS TRANS MGMT OBSERVATIONS	\$160.42	\$160.42
183440	3/2/2023	143	2011800615	HAZEN AND SAWYER	THERMAL DRYER FEASIBILITY STUDY	\$160.00	\$160.00
183462	3/2/2023	141	20230131	SPOK INC	FEB 2023 PAGER SERVICE	\$150.68	\$150.68

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183412	3/2/2023	143	1DV3PLRRL3Q6	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$76.00	\$148.63
	3/2/2023	121	1HJ49K7L1L44		ASTD OFFICE SUPPLIES	\$29.47	
	3/2/2023	130	1XJW1CDNKRK1		ASTD OFFICE SUPPLIES	\$43.16	
183457	3/2/2023		121886	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE MAR 2023	\$139.90	\$139.90
183395	2/23/2023	170	3292	SABRE BACKFLOW INC	BACKFLOW INSTRUMENT CALIBRATION	\$139.85	\$139.85
183410	3/2/2023	170	5284205	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$130.69	\$130.69
183408	2/23/2023	160	5521	ZELAYA DESIGNS	USD LOGO MISC ADJ AND ARTWORK	\$126.00	\$126.00
183469	3/2/2023	136	98XW53053	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 02/04/23	\$121.82	\$121.82
183400	2/23/2023	120	20230222	STANLEY TARNOWSKI	EXP REIMB: AIRFARE TO CWEA CONF 2023 - SAN DIEGO	\$102.96	\$102.96
183460	3/2/2023	170	85340220230222	SAN FRANCISCO WATER DEPT	SERVICE 01/21/23 - 02/17/23	\$101.36	\$101.36
183404	2/23/2023	136	98XW53043	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 01/28/23	\$99.59	\$99.59
183433	3/2/2023	173	595784	DLT SOLUTIONS, LLC	AWS CLOUD STORAGE - DEC 2022	\$76.47	\$76.47
183402	2/23/2023	141	437873	ULTRAEX LLC	COURIER SVCS: 1 BOARDMEMBER DELIVERY - 01/18/23	\$56.30	\$56.30
183459	3/2/2023	120	20230228	JESSICA RODRIGUEZ	EXP REIMB: HOSPITALITY FOR SUPPORT TEAM MTG	\$47.47	\$47.47
183397	2/23/2023	170	2301356S	SGS NORTH AMERICA INC	2 ANALYSIS	\$40.00	\$40.00
183353	2/23/2023	132	635423	STATE OF CALIFORNIA	1 NEW HIRE FINGERPRINT	\$32.00	\$32.00

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<b>Invoices:</b>					<b>Checks:</b>		
			<b>Credit Memos :</b>	<b>3</b>			<b>-4,170.46</b>
			<b>\$0 - \$1,000 :</b>	<b>145</b>	<b>\$0 - \$1,000 :</b>	<b>68</b>	<b>26,702.96</b>
			<b>\$1,000 - \$10,000 :</b>	<b>67</b>	<b>\$1,000 - \$10,000 :</b>	<b>56</b>	<b>187,352.44</b>
			<b>\$10,000 - \$100,000 :</b>	<b>11</b>	<b>\$10,000 - \$100,000 :</b>	<b>12</b>	<b>420,869.17</b>
			<b>Over \$100,000 :</b>	<b>3</b>	<b>Over \$100,000 :</b>	<b>3</b>	<b>2,063,082.33</b>
			<b>Total:</b>	<b>229</b>	<b>Total:</b>	<b>139</b>	<b>2,698,006.90</b>