



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, April 10, 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.

2. Salute to the Flag.

3. Roll Call.

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

- Motion 5. Approve Minutes of the Union Sanitary District Special Board Meeting of April 3, 2023.

6. Written Communications.

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

- Motion 8. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Psomas for the Plant Miscellaneous Improvements Project *(to be reviewed by the Engineering and Information Technology Committee)*.

- Motion 9. Authorize the General Manager to Execute Task Order No. 2 with Carollo Engineers, Inc. for the Plant Miscellaneous Improvements Project *(to be reviewed by the Engineering and Information Technology Committee)*.

- Direction 10. Discuss and Provide Direction on Updated Fats, Oils, and Grease (FOG) Holiday Advertisement.

- Direction 11. Receive Potential Content Topics for the District's Fall 2023 Newsletter *(to be reviewed by the Legal/Community Affairs Committee)*.

- Information 12. Earth Day 2023 *(to be reviewed by the Legal/Community Affairs Committee)*.

- Information 13. COVID-19 Update.

- Information 14. Report on the East Bay Dischargers Authority Meeting of March 17, 2023.
-
- Information 15. Check Register.
-
- Information 16. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
- a. Engineering and Information Technology Committee – Thursday, April 6, 2023, at 2:30 p.m.
 - Director Handley and Director Lathi
 - b. Legal/Community Affairs Committee – Friday, April 7, 2023, at 10:30 a.m.
 - Director Kite and Director Lathi
 - c. Budget & Finance Committee – will not meet.
 - d. Legislative Committee – will not meet.
 - e. Personnel Committee – will not meet.
-
- Information 17. General Manager’s Report. *(Information on recent issues of interest to the Board).*
-
18. 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.
-
19. Adjournment – The Board will then adjourn to the next Regular Board Meeting to be held in the Boardroom on Monday, April 24, 2023, at 4:00 p.m.
-

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



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Directors
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Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

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

AGENDA
Thursday, April 6, 2023
2:30 P.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

1. Call to Order

2. Roll Call

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

4. Items to be reviewed for the Regular Board meeting of April 10, 2023:
 - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Psomas for the Plant Miscellaneous Improvements Project
 - Authorize the General Manager to Execute Task Order No. 2 with Carollo Engineers, Inc. for the Plant Miscellaneous Improvements Project

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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Jennifer Toy

LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING

Committee Members: Director Kite and Director Lathi

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

AGENDA

Friday, April 7, 2023

10:30 A.M.

Karen W. Murphy
Attorney

Alvarado Conference Room

5072 Benson Road

Union City, CA 94587

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Items to be reviewed for the Regular Board meeting of April 10, 2023:

- Receive Potential Content Topics for the District’s Fall 2023 Newsletter
 - Earth Day 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
March 27, 2023**

CALL TO ORDER

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

SALUTE TO THE FLAG

President Lathi led the 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 Coach
Alisa Gordon, Human Resources Manager
Michael Dunning, Environmental Compliance Coach
Trieu Nguyen, IT Administrator
Karoline Terrazas, Organizational Performance Manager
Chris Ybarra-Martinez, Collection Service Worker
Jerry Ruiz, Instrument Technician
Megan Hicks, Environmental Health & Safety Specialist
Caleb Merriam, Assistant Engineer
Gus Carrillo, Enhanced Treatment and Site Upgrade Assistant Program Manager
Negin Tootian, Plant Operator III
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

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

It was moved by Vice President Fernandez, seconded by Director Kite, to Approve the Minutes of the Board Meeting of March 13, 2023. Motion carried unanimously.

APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD MEETING OF MARCH 16, 2023

It was moved by Secretary Toy, seconded by Director Kite, to Approve the Minutes of the Special Board Meeting of March 16, 2023. Motion carried unanimously.

FEBRUARY 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.

FISCAL YEAR 2023 2ND QUARTER DISTRICT-WIDE BALANCED SCORECARD

This item was reviewed by the Legal/Community Affairs Committee. Organizational Performance Manager Terrazas provided an overview of the FY 2023 2nd Quarter District-Wide Balanced Scorecard included in the Board meeting packet and responded to Boardmember questions.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

REVIEW AND CONSIDER APPROVAL OF THE QUALITY ASSURANCE CHEMIST POSITION DESCRIPTION AND SALARY RANGE

This item was reviewed by the Personnel Committee. Human Resources Manager Gordon stated the Environmental Protection Agency and State Water Resources Control Board revised the Environmental Laboratory Accreditation Program (ELAP). The revision included the addition of a "Quality Manager" position to the National Environmental Laboratories Accreditation Conference Institute (TNI) standard. To keep laboratory certification under ELAP, agencies must identify a Quality Manager position before January 1, 2024. The function of the Quality Assurance Chemist will be to assist in the application of the TNI standards; the Quality Assurance Chemist will also review performance of current lab analytical methods and monitor data to ensure all meet requirements of the environmental monitoring agencies. Staff recommended the Board consider and approve the Quality Assurance Chemist position description and salary range.

It was moved by Secretary Toy, seconded by Vice President Fernandez, to Approve the Quality Assurance Chemist Position Description and Salary Range. Motion carried unanimously.

BOARD MEMBER COMPENSATION FOR FISCAL YEAR 2023/2024

This item was reviewed by the Budget & Finance Committee. Human Resources Manager Gordon stated the Board annually reviews their compensation and receives a recommendation from the Budget & Finance Committee regarding compensation for the

upcoming fiscal year. Staff recommended the Board consider the recommendation from the Budget & Finance Committee for this item.

The Budget & Finance Committee recommended no changes be made to Board Member compensation for Fiscal Year 2024.

The Board directed staff to drop the high and low from the Board Member Compensation survey for Fiscal Year 2024/2025.

It was moved by Director Kite, seconded by Vice President Fernandez, to Make No Changes to Board Member Compensation for Fiscal Year 2024. Motion carried unanimously.

AUTHORIZE THE GENERAL MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 11 WITH CLARK CONSTRUCTION GROUP – CALIFORNIA, LP FOR THE STANDBY POWER GENERATION SYSTEM UPGRADE PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Chau stated due to the large volume of construction work within the plant, staff began requiring all contractors accessing the site to utilize the secondary vehicle gate located on Veasy Street. The scope for the Enhanced Treatment and Site Upgrade Phase 1A – Aeration Basin Modifications (AB Mods) Project included requirements for providing a full-time, onsite security guard to monitor the Veasy Gate during working hours. When the bid prices for the AB Mods Project were higher than the engineer's estimate, staff was uncertain when the project would proceed. Staff believed it was prudent to add similar requirements for providing a security guard at the Veasy Gate to the scope of the Standby Power Project. The AB Mods Project was awarded January 10, 2022. Contract Change Order No. 11 will be a credit change order for the deletion of the contract requirements associated with providing a security guard at the Veasy Gate. Staff recommended the Board authorize the General Manager to execute Contract Change Order No. 11 with Clark Construction Group – California, LP for a credit of \$169,050 for the Standby Power Generation System Upgrade Project.

It was moved by Director Handley, seconded by Secretary Toy, to Authorize the General Manager to Execute Contract Change Order No. 11 with Clark Construction Group – California, LP for a Credit of \$169,050 for the Standby Power Generation System Upgrade Project. Motion carried unanimously.

RECEIVE INFORMATION AND PROVIDE DIRECTION REGARDING ORDINANCE 36.04 RELATING TO ENVIRONMENTAL COMPLIANCE ADMINISTRATIVE FINES UNDER CERTAIN CIRCUMSTANCES

This item was reviewed by the Legal/Community Affairs Committee. Environmental Compliance Coach Dunning stated staff previously presented proposed changes to Ordinance 36.04 related to Environmental Compliance Administrative Fines that would give the General Manager flexibility to waive or reduce fines under certain circumstances. The Board directed staff to submit the revised ordinance to the San Francisco Bay Regional Water Quality Control Board for their input. The Regional Board reviewed the proposed changes and determined them to be a substantial modification to Ordinance 36.04. The steps that would be required for USD to implement the proposed changes

were outlined in the Board meeting packet. Staff recommended the Board receive information and provide direction regarding Ordinance 36.04 relating to Environmental Compliance Notice of Violation Administrative Fines under certain circumstances.

The Board directed staff not to proceed with the process to implement proposed changes to Ordinance 36.04 at this time.

INFORMATION ITEMS:

Publication of Electrochem Solutions Inc., Global Plating, Inc., and Safety-Kleen of California Inc. as Significant Violators in 2022

This item was reviewed by the Legal/Community Affairs Committee. Environmental Compliance Coach Dunning stated the District is required to publish the names of all dischargers to the District's wastewater treatment plant that were in Significant Noncompliance with Environmental Protection Agency Pretreatment Regulations and/or the District's Sewer Ordinance No. 36.04 any time during the 2022 calendar year. Electrochem Solutions, Inc. was issued a Notice of Violation N23-001 along with an administrative penalty, which has been paid. Global Plating, Inc. was issued a Notice of Violation N22-004 along with an administrative penalty, which has been paid. Safety-Kleen of California, Inc. was issued a Notice of Violation N22-007 along with an administrative penalty, which has been paid. A copy of the publication that will appear in The Argus and Tri-City Voice newspapers was included in the Board meeting packet.

Information Technology Software & Hardware Agreement Summary

This item was reviewed by the Engineering and Information Technology Committee. Fabrication, Maintenance, and Construction Coach Pachmayer stated the District's information technology (IT) team procures and maintains licenses for 80 separate IT systems. The systems are a combination of hardware and software that support all IT functions for the District. A table summarizing the name of the software or hardware, description of what each respective software or hardware does, and the annual cost for 2023 was included in the Board meeting packet. The Board requested IT security be included in the site security portion of the Combined Board Workshop to be held April 3, 2023.

COVID-19 Update

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

Check Register

There were no questions regarding the check register.

COMMITTEE MEETING REPORTS:

The Budget & Finance, Engineering and Information Technology, Personnel, and Legal/Community Affairs Committees met. The FOG (Fats, Oils, and Grease) Ad Hoc also met.

GENERAL MANAGER'S REPORT:

- The Spring BBQ will be held at the District April 12, 2023.

- The practice of reserving the first and third Mondays of each month for potential Board workshops was discontinued due to changing availability. Going forward, staff will send Doodle polls to schedule Board workshops as needed. The Board agreed to respond to the polls within 24 hours.
- General Manager Eldredge shared information regarding the recent Alameda County Science and Engineering Fair. Winners from the District's service area will be honored at the Alameda County Water District Board meeting to be held May 17, 2023, members of the USD Board were invited to attend.
- General Manager Eldredge stated staff will include an update on PERS/OPEB at the Board Budget Workshop to be held April 27, 2023.

OTHER BUSINESS:

President Lathi and Director Handley requested development of the District's annual holiday FOG advertisement be discussed at a future Board meeting as a direction item.

ADJOURNMENT:

The meeting was adjourned at 5:09 p.m. to a Combined Board Workshop to be held in the Boardroom on Monday, April 3, 2023, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

JENNIFER TOY
SECRETARY

APPROVED:

ANJALI LATHI
PRESIDENT

Adopted this 10th day of April 2023

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
April 3, 2023**

CALL TO ORDER

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

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
Raymond Chau, Technical Services Manager
Chris Pachmayer, Fabrication, Maintenance, and Construction Coach
Curtis Bosick, Capital Improvements Projects Coach

PUBLIC COMMENT

There was no public comment.

BOARD WORKSHOP

General Manager Eldredge and staff presented the Odor Control Study, a Reclaimed Water Update, information regarding Telework, and a Site Security Overview.

ADJOURNMENT:

The special meeting was adjourned at approximately 6:15 p.m. to the next Regular Board Meeting to be held in the Boardroom on Monday, April 10, 2023, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

JENNIFER TOY
SECRETARY

APPROVED:

ANJALI LATHI
PRESIDENT

Adopted this 10th day of April, 2023



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

Karen W. Murphy
Attorney

**APRIL 10, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 8**

TITLE: **Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Psomas for the Plant Miscellaneous 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
Derek Chiu, Assistant Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Psomas in the amount of \$543,533 to provide construction management and inspection services for the Plant Miscellaneous Improvements Project (Project).

Discussion

The purpose of Task Order No. 1 is to authorize construction management and inspection services during construction. The scope of services for Task Order No. 1 will include the facilitation of a preconstruction conference, construction administration, facilitation of progress meetings with the contractor, processing of construction documents between the contractor and the design consultant, field quality control, coordination of field testing and training, and project closeout inspection and documentation.

The scope and fee for Task Order No. 1 with Psomas are summarized below:

Task Description	Amount
Construction Management and Inspection Services (18-month duration)	\$480,533

Task Description	Amount
Subconsultants: <ul style="list-style-type: none"> • Material Testing/Special Inspection • Coating Inspection • Electrical and Controls Inspection Support 	\$63,000
Task Order No. 1 Not-to-Exceed Amount	\$543,533

The total not-to-exceed amount is 9.8 percent of the construction contract amount of \$5,544,390. Industry standard is to budget 30 percent for all project soft costs (e.g., design, construction management, inspection, engineering services during construction). If design and engineering services during construction were added, the percentage would rise to about 24.3 percent.

For a project of this size and scope, staff expects the fee to be in the range of 9 to 12 percent. As a comparison, the table below summarizes the final fees and percentages of construction management and inspection services of past plant projects.

Project	Construction Management and Inspection Cost (A)	Construction Cost (B)	Percentage of A to B
Cogeneration Project	\$1,115,559	\$11,801,676	9.5%
Primary Clarifier Rehabilitation Project	\$757,841	\$7,748,468	9.8%
Thickener Control Building Improvements Project	\$1,298,476	\$10,538,535	12.3%

Staff has reviewed this price proposal and found it to be reasonable.

The Board awarded the construction contract for the Project to W. M. Lyles Co. on March 13, 2023. Staff expects to issue the Notice to Proceed to W. M. Lyles Co. in April 2023 and anticipates construction to be completed by September 2024.

Background

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.

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.

The above scope was originally budgeted under two separate projects, Plant Miscellaneous Improvements and Sodium Hypochlorite Loop Improvements.

On February 3, 2023, staff issued a Request for Proposals seeking construction management and inspection services for the Project. Staff invited a total of five prequalified consultants to participate in the consultant selection process. Two consultants submitted proposals for this project on February 24, 2023. Staff selected Psomas due to the relevant experience of their staff with regards to similar types of construction projects.

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 Plant Miscellaneous Improvements Project.

December 13, 2021 – The Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Carollo for final design services for the Sodium Hypochlorite Loop Improvements Project.

March 13, 2023 – The Board awarded the construction contract for the Project to W. M. Lyles Co.

Attachments: Agreement
Task Order No. 1

PLANT MISCELLANEOUS IMPROVEMENTS PROJECT

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

PSOMAS

FOR

PROFESSIONAL SERVICES

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

WITNESSETH:

WHEREAS, District intends to construct the Plant Miscellaneous Improvements Project (hereinafter referred to as Project), and,

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

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

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

ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 2 - COMPENSATION

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

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

Definitions are as follows:

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

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

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

- 2.9 Engineer shall submit monthly statements for Services rendered. District will make prompt monthly payments in response to Engineer's monthly statements.

ARTICLE 3 - PERIOD OF SERVICE

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

ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

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

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

ARTICLE 5 - STANDARD OF CARE

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

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

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

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 10 - RECORDS OF LABOR AND COSTS

- 10.1 Engineer shall maintain for all Task Orders, records of all labor and costs used in claims for compensation under this Agreement. Records shall mean a contemporaneous record of time for personnel; a methodology and calculation of the Multiplier for fringe benefits and indirect costs; and invoices, time sheets, or other factors used as a basis for determining other non-labor Project charges. These records must be made available to the District upon reasonable notice of no more than 48 hours during the period of the performance of this Agreement.
- 10.2 After delivery of Services (completion of Task Orders) under this Agreement, the Engineer's records of all costs used in claims for compensation under this Agreement shall be available to District's accountants and auditors for inspection and verification. These records will be maintained by Engineer and made reasonably accessible to the District for a period of three (3) years after completion of Task Orders under this Agreement.
- 10.3 Engineer agrees to cooperate and provide any and all information concerning the Project costs which are a factor in determining compensation under this Agreement

as requested by the District or any public agency which has any part in providing financing for, or authority over, the Services which are provided under the Agreement.

- 10.4 Failure to provide documentation or substantiation of all Project costs used as a factor in compensation paid under Article 2 hereof will be grounds for District to refuse payment of any statement submitted by the Engineer and for a back charge for any District funds, including interest from payment; or grant, matching, or other funds from agencies assisting District in financing the Services specified in this Agreement.

ARTICLE 11 - INSURANCE

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

- 11.1 Workers' Compensation and Employer's Liability Insurance for protection of Engineer's employees as required by law and as will protect Engineer from loss or damage because of personal injuries, including death to any of his employees.
- 11.2 Comprehensive Automobile Liability Insurance. Engineer agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability. This policy shall protect Engineer against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 Combined Single Limit.
- 11.3 Comprehensive General Liability Insurance as will protect Engineer and District from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the Engineer's operations under this Agreement, which insurance shall name the District as additional insured. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence and aggregate. Such insurance will insure Engineer and District from any and all claims arising from the following:
1. Personal injury;
 2. Bodily injury;
 3. Property damage;
 4. Broad form property damage;
 5. Independent contractors;
 6. Blanket contractual liability.

- 11.4 Engineer shall maintain a policy of professional liability insurance, protecting it against claims arising out of negligent acts, errors, or omissions of Engineer pursuant to this Agreement, in an amount of not less than \$1,000,000. The said policy shall cover the indemnity provisions under this Agreement.
- 11.5 Engineer agrees to maintain such insurance at Engineer's expense in full force and effect in a company or companies satisfactory to the District. All coverage shall remain in effect until completion of the Project.
- 11.6 Engineer will furnish the District with certificates of insurance and endorsements issued by Engineer's insurance carrier and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled without at least thirty (30) days' prior written notice to the District. The certificates for liability insurance will show that liability assumed under this Agreement is included. The endorsements will show the District as an additional insured on Engineer's insurance policies for the coverage required in Article 11 for services performed under this Agreement, except for workers' compensation and professional liability insurance.
- 11.7 Waiver of Subrogation: Engineer hereby agrees to waive subrogation which any insurer of Engineer may acquire from Engineer by virtue of the payment of any loss. Engineer agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

ARTICLE 12 - LIABILITY AND INDEMNIFICATION

- 12.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Engineer agree to allocate such liabilities in accordance with this Article 12. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.
- 12.2 Engineer shall indemnify and save harmless the District and all of their agents, officers, and employees from and against all claims, demands, or causes of action of every name or nature to the extent caused by the negligent error, omission, or act of Engineer, its agents, servants, or employees in the performance of its services under this Agreement. In no event shall Engineer's costs to defend the District exceed the Engineer's proportionate percentage of negligence or fault, based upon a final judicial determination, except that if one or more defendants in an action are unable to pay

its share of defense costs due to bankruptcy or dissolution, Engineer shall meet and confer with the other defendant parties regarding defense costs.

- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Engineer, Engineer agrees to defend District. In the event District accepts Engineer's defense, District agrees to indemnify and reimburse Engineer on a pro rata basis for all expenses of defense and any judgment or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of proportionate negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Engineer shall indemnify District against legal liability for damages arising out of claims by Engineer's employees. District shall indemnify Engineer against legal liability for damages arising out of claims by District's employees.
- 12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Engineer to the same extent.
- 12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
- 12.7 To the maximum extent permitted by law, Engineer's liability for District's damage will not exceed the aggregate compensation received by Engineer under this Agreement or the maximum amount of professional liability insurance available at the time of any settlement or judgment, whichever is greater.

ARTICLE 13 - INDEPENDENT CONTRACTOR

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

ARTICLE 14 - COMPLIANCE WITH LAWS

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

ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 16 - TERMINATION OF CONTRACT

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

ARTICLE 17 - UNCONTROLLABLE FORCES

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

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

ARTICLE 18 - MISCELLANEOUS

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

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

ARTICLE 19 - INTEGRATION AND MODIFICATION

19.1 This Agreement (consisting of pages 1 to 15), 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 Articles 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7 shall be deleted in their entirety.

Article 2.1 shall be added to read:

"2.1 District shall pay Engineer for the performance of Services on an actual time basis at mutually agreeable billing rates; and for materials and direct costs with no markup; the total pay not to exceed amount is stipulated in each Task Order."

Article 2.2 shall be added to read:

"2.2 Billing rates shall be in accordance with a rate schedule included with each Task Order. Billing rates are subject to revision to coincide with Engineer's normal salary review schedule."

Article 2.3 shall be added to read:

“2.3 Each Task Order’s Scope of Services may be altered by mutual agreement at any time during the term of this agreement. Engineer will not commence work on altered Scope of Services until authorized by District.”

23.2 Articles 2.8 and 2.9 shall be changed to Articles 2.4 & 2.5 respectively.

23.3 Article 10.1: the phrase, “a methodology and calculation of the Multiplier for fringe benefits and indirect costs” shall be deleted.

23.4 Article 10.4 shall be deleted in its entirety.

23.5 Article 11.5: the last sentence shall be changed to read, “All coverage shall remain in effect until completion of all Task Orders.”

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

UNION SANITARY DISTRICT

PSOMAS

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

By: _____
Chris Davenport
Principal/Vice President

PLANT MISCELLANEOUS IMPROVEMENTS PROJECT

TASK ORDER NO. 1

TO

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

PSOMAS

FOR

PROFESSIONAL SERVICES

Dated _____

1. PURPOSE

The purpose of Task Order No. 1 is for Psomas, hereinafter referred to as “Consultant”, to provide construction management and inspection services for the Plant Miscellaneous Improvements Project (Project).

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through Derek Chiu, Project Manager, Union Sanitary District.

3. SCOPE OF SERVICES

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

Task 1 – CONSTRUCTION PERIOD SERVICES

1. Preconstruction Conference (Meeting)
 - a. Consultant shall prepare the agenda, lead the meeting, and draft and distribute the Record of Discussion. The District, Designer, and Contractor team shall attend the meeting.
 - b. As an extension of the meeting Consultant shall facilitate a Team Building discussion to include ‘rocks in the road’ (project challenges) and development of a Dispute Resolution Matrix.
2. Preconstruction Walk/Photos/Video
 - a. Consultant shall conduct preconstruction inspections documenting conditions using digital photographs and video.
3. Administration and Office Set-Up
 - a. Consultant shall setup the files using USD’s document tracking system for the project prior to commencement of construction.
 - b. Consultant will work out of existing office trailers, provided under the Enhanced Treatment and Site Upgrade and Standby Power Generation System projects.
4. Construction Administration
 - a. Project Coordination: Consultant shall act as the project coordinator and be the Contractor’s main point of contact.
 - b. Document Tracking System: Consultant shall use and maintain the District’s online system for tracking all correspondence and documents on the Project.
 - c. Construction Administration Services: Consultant shall receive all correspondence from the Contractor and address all construction related correspondence and inquiries from the Contractor. Designer shall be responsible for providing any design input.
5. Meetings
 - a. Consultant shall prepare the agenda for progress meetings and other construction meetings required during the Project. Progress meetings shall generally be held weekly. Other construction meetings shall be scheduled as needed which may include submittal reviews, critical activity coordination, schedule reviews, SCADA planning/coordination, change orders and startup and testing.
 - b. Consultant shall facilitate and prepare records of discussions for the progress meetings and other construction related meetings.

6. Outside Agency Coordination: If applicable on this project, District or Contractor shall obtain necessary permits. Consultant shall coordinate with outside agencies and review Contractor's compliance with permit requirements.
7. Submittals
 - a. Consultant shall process all submittals.
 - b. Consultant shall receive contractor submittals and check for general conformity with the Contract requirements. Submittals that don't conform shall be returned to the Contractor for correction, those that do conform shall be forwarded to Designer/District for review and comment.
 - c. Consultant shall return the reviewed submittal back to the Contractor.
 - d. Consultant shall review Designer comments to determine if additional follow-up with the District and/or contractor is warranted to identify any scope changes.
8. Clarification Process
 - a. Consultant shall receive all requests for information (RFIs) from the Contractor and determine if the request is a valid RFI; if not, Consultant shall return the RFI to the Contractor.
 - b. Consultant shall provide a response to any administrative and/or general RFIs. Consultant shall route all design related RFIs to Designer (and cc the District) for review and response.
 - c. Consultant shall review Designer's response to confirm it answers the question and doesn't constitute a material change before transmitting back to the Contractor.
 - d. Consultant may generate its own questions that shall be transmitted to the Designer via a CM-RFI.
 - e. If a detail, specification, or plan sheet needs amending, Designer shall be responsible for preparing the Design Clarification. Non-substantive items shall be transmitted back to the Contractor. Items that Consultant believes constitute a change shall be transmitted to the Contractor along with a Request for Quote (RFQ).
9. Change Order Preparation, Negotiation & Processing
 - a. Designer shall prepare design details for change requests and submit any material changes to the Authority Having Jurisdiction for approval. Consultant shall prepare and issue the change request to the Contractor with the appropriate supporting design documents.
 - b. Consultant shall prepare an independent cost estimate and/or review the acceptability of the Contractor's cost proposal for each change request.
 - c. In the event the Contractor encounters a time sensitive problem, Consultant shall issue a field order. All work done under a field order shall be completed on a time

and material basis. Consultant shall advise the District of the issuance of the field order, and the District shall review and authorize Consultant to execute the Field Order.

- d. District/Consultant shall negotiate change orders with the Contractor. Upon agreement, Consultant shall prepare change orders for execution by the District and Contractor.
- e. Consultant shall implement and maintain a system for logging and tracking changes.

10. Progress Payment

- a. Consultant shall review and approve the initial cost breakdown (Schedule of Values) prepared by the Contractor.
- b. Consultant shall review and process the Contractor's monthly progress payment requests.
- c. Consultant shall prepare a summary cover sheet for the progress payments which shall be executed by Consultant, the Contractor, and the District.

11. Scheduling

- a. Consultant shall review the Contractor's initial Baseline schedule submittal to determine it conforms with the Contract Documents including incorporation of interim milestones, specified sequence and constraints, shows completion by contract Substantial Completion date, and contains no major conflicts. Consultant shall provide review comments.
- b. Consultant shall review the schedule updates and provide written comments as necessary.
- c. Consultant shall review, evaluate, and make written recommendations to the District of any Contractor requested Contract Time extensions.
- d. Consultant shall conduct Time Impact Analysis reviews, if necessary, on an as-needed basis.

12. Reporting to Staff/District Board: Consultant shall prepare reports when requested by the District PM. All Project documentation, including submittals, daily reports, weekly statements of working days, RFIs field orders, budget, schedule, change order status, representative construction photos and other pertinent information requested by District shall be included. Consultant, when requested by the District, shall attend Board meetings to assist District staff.

13. Field Quality Control

- a. Consultant shall provide field inspection/observation services to monitor compliance with the contract documents and shall prepare daily reports

documenting observed field activities, field crews, contractor equipment, and field problems. District shall have access to daily reports.

- b. No allowance is included in the budget for overtime inspection.
 - c. Photographs of the work that shall be attached to Daily Reports and separately uploaded to a Project Photo library.
 - d. Consultant shall monitor the Contractor's record documents monthly to confirm they are being maintained as required by the contract.
 - e. Special Inspections: Consultant shall contract with specialty firms to furnish the materials testing, special inspections, and commissioning. Consultant shall schedule and coordinate special inspections.
 - f. Consultant shall not schedule and coordinate material testing and specialty inspection services contracted by the Contractor.
 - g. Consultant shall retain a subconsultant for technical support, assistance and periodic observation of the installation and testing of the critical components of the electrical and instrumentation portions of the Work.
 - h. No provision has been included in the scope of work or budget for observation, testing and handling of hazardous material.
14. System Outages and Shutdowns
- a. Consultant shall facilitate/coordinate system outages, shutdowns, startups, and tie-ins that are requested by the Contractor and executed/supported by the District.
 - b. Consultant shall review the Contractor's System Outage/System Startup (SOSR) requests before forwarding to the District for approval. Consultant shall assist with the coordination/communication between the Contractor and District's field forces to successfully implement a system outage/startup.
15. Means and Methods of Construction: Consultant shall not have responsibility for directing the means and methods of construction. The contractor shall be solely responsible for the means and methods of construction.
16. Safety
- a. Consultant shall comply with appropriate regulatory, project, and District regulations regarding necessary safety equipment and procedures used during performance of Consultant's work and shall take necessary precautions for safe operation of Consultant's work, and the protection of Consultant's personnel from injury and damage from such work.
 - b. Neither the professional activities of Consultant, nor the presence of Consultant's employees or sub-consultants at the construction/project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques

- or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, District regulations, and any health or safety precautions required by any regulatory agencies. Consultant and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions.
- c. Consultant staff shall adhere to current Alameda County Health Department and District mandated COVID-19 Safety Protocols.
17. Spare Parts: Consultant shall prepare a list of required spare parts and attic stock materials from the specifications. Consultant shall work with the Contractor to inventory and transfer spare parts and materials to the District.
18. Operation and Maintenance (O&M) Manuals: Consultant shall prepare a list of anticipated O&M Manuals and track the submittal and review process like “Submittals” above and transfer final copies to the District.
19. Asset Management: Provide asset management services for the Plant Miscellaneous Improvements Project. At a minimum, this shall include the following:
- a. Prior to construction, develop a detailed equipment list of all equipment/instruments that are anticipated to be added, removed, or replaced during the project. This list shall include a description, specified make/model/size, and general location.
 - b. During construction, the equipment list shall be maintained and updated to include any deviations resulting from the contractor’s submittals and asset identification numbers provided by the District. This list shall also indicate whether the added or replaced equipment/instrument requires training of District staff, that appropriate O&M documentation has been received/approved, and approximate dates for startup/commissioning. Monthly equipment list updates shall be provided to the District.
 - c. Post construction, the equipment list shall be updated to include an approximate value for each piece of equipment and an as-built list shall be provided to the District.
20. Develop Lock-Out-Tag-Out (LOTO) Standard Operating Procedures (SOPs) for the new and modified equipment included in Project.
- a. The District shall provide the template and the software and/or computer necessary to develop the SOPs in the special format requested by the District.
 - b. Consultant’s work product shall be considered DRAFT and it is the responsibility of the District to review, determine the accuracy of, and incorporate into their operations.

21. Testing and Training

- a. The Scope and Budget do not include Consultant's participation in factory witness testing.
- b. Consultant shall facilitate the development of the Startup Plan with the Contractor, Designer, and the District.
- c. Consultant shall provide oversight, coordination, and administration of training and testing. Designer shall provide design assistance during testing operations.
- d. Consultant shall observe start-up and testing as the District's representative and maintain copies of start-up documentation in an organized binder that shall be turned over at the end of the project.
- e. Consultant shall attend training sessions and collect attendance sheets and copies of training material.

22. Corrective Work Item List

- a. Consultant shall maintain a Corrective Work Item list throughout the project for all noted non-conforming items that shall be transmitted to the Contractor regularly. Items shall be removed from the list after Consultant has confirmed they have been completed.
- b. Upon declaration of Substantial Completion, all uncompleted Corrective Work Items shall be moved to the punch list.

23. Substantial Completion

- a. When the contractor has met the contract requirements for Substantial Completion, Consultant shall prepare a Certificate for execution by the District and the Contractor. The Substantial Completion Certificate shall include the Punchlist as an attachment.
- b. Punchlist: Consultant, with input from Designer and District, shall prepare the list of outstanding deficiencies and issue them as a punchlist(s).
- c. Final Inspection and Payment
 1. Consultant shall have primary responsibility for conducting the final inspection and review the punchlist work for completeness.
 2. The District shall make the final determination of the acceptability of the Work.

24. Project Closeout

- a. Consultant shall prepare necessary District documentation recommending acceptance of the completed work by the Board or duly designated representative.
- b. Consultant shall turnover project documentation to the District after completion of the project.
- c. Consultant shall have full and complete access available to all files created by Consultant during the Project for up to ten (10) years after the completion of the

Project. Such access shall include the right to copy any and/or all such files at Consultant’s expense.

25. Warranty Coordination

- a. Coordination of warranty work after the Contract Period is not included in this Scope of Work or budget.

26. Dispute Resolution

- a. Dispute resolution requiring extraordinary efforts or services beyond those listed above are not included in this Scope of Work.

Assumptions

- Consultant includes all electronic devices (computers, tablets, and mobile phones) and software in billing rates.
- Prevailing Wage Inspector rates are based on 3% annual adjustment; these rates may require further adjustment to conform with Department of Industrial Relations actual Prevailing Wages. All other billing rates are based on an annual average of 3-5%, effective January 1.
- Extraordinary expenses, such as travel outside of the Bay Area, outside reproduction, delivery services, etc. are invoiced at cost.

4. PAYMENT TO THE CONSULTANT

Payment to the Consultant shall be as called for in Article 2 of the Agreement. The not-to-exceed amount for Task Order No. 1 shall be \$543,533. A summary of the anticipated distribution of costs and manpower is shown in Exhibit A.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Construction Management Services	\$543,533	Yes	Paul Eldredge
Total	\$543,533		

5. TIME OF COMPLETION

All work defined in this task order shall be subject to the conditions of Article 3 of the Agreement. A summary of the anticipated schedule of work is shown in Exhibit A based upon the following assumptions:

Description	Plant Miscellaneous Improvements Project
Notice of Award	March 2023
Construction NTP	April 2023
Construction Duration	18 months
Close Out Duration	2 months

6. KEY PERSONNEL

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

<u>Role</u>	<u>Key Person to be Assigned</u>
Principal-in-Charge	Chris Davenport
Construction Manager	J.D. Brosnan

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. 1 as of _____ and therewith incorporate it as part of the Agreement.

DISTRICT

CONSULTANT

UNION SANITARY DISTRICT

PSOMAS

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

By: _____
 Chris Davenport
 Principal/Vice President

Date: _____

Date: _____

P S O M A S	Plant Miscellaneous Improvements Project - Exhibit A																			CLOSEOUT		Subtotal Hours	Subtotal Fee	Subconsultant Markups (5%)	Total Fee
	2023 Rate	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	2024 Rate	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24					
Psomas Team		16	160	176	176	176	176	176	176	176		176	176	176	176	176	176	176	176	64	2,880	\$ 540,533	\$ 3,000	\$ 543,533	
PM/CM - Brosnan	\$ 217	16	24	24	24	24	24	24	24	24	\$ 228	24	24	24	24	24	24	24	24	24	424	\$ 94,351	\$ -	\$ 94,351	
FE - Sanchez	\$ 137		80	96	96	96	96	96	96	96	\$ 144	96	96	96	96	96	96	96	96	40	1,560	\$ 219,255	\$ -	\$ 219,255	
Inspector - Williams	\$ 180		56	56	56	56	56	56	56	56	\$ 186	56	56	56	56	56	56	56	56		896	\$ 163,927	\$ -	\$ 163,927	
Other Tasks / Subconsultants																									
On Call Inpsection Support Allowance ⁴																						\$ 3,000	\$ -	\$ 3,000	
BACC - Coating Inspections														\$15,000		\$15,000						\$ 30,000	\$ 1,500	\$ 31,500	
Quality Assurance Special Inspection - Construction Testing Services					\$5,000		\$5,000							\$5,000		\$5,000						\$ 20,000	\$ 1,000	\$ 21,000	
Electrical Support Todd Beecher												\$5,000						\$5,000				\$ 10,000	\$ 500	\$ 10,500	
Totals		16	160	176	176	176	176	176	176	176		176	176	176	176	176	176	176	176	64	2,880	\$ 540,533	\$ 3,000	\$ 543,533	

Notes:

1. Psomas staff will manage the project from trailer(s) provided by other USD projects
2. Psomas staff will adhere to current Alameda County Health Department, USD mandated COVID-19 Safety Protocols
3. NTP - Assumed to be March 2023, with bulk of construction performed in 2023 & 2024
4. On Call Services, estimated at no more than 16 hours, will be billed at the stated hourly rates

Psomas' Fee Schedule has been prepared based upon our understanding of the work described and our experience with similar projects for the District. We have estimated the level of effort to cover our standard scope of services, the staffing plan for the proposed team members, as well as the estimated durations provided in the Request for Proposal. There is no one size fits all approach, so we have used a proven methodology: find the right personnel to perform the work and give them the appropriate resources to deliver.

The District desires a flexible and responsive plan to meet the changing needs of the ongoing construction at the Treatment Plant. Psomas staff is currently engaged with other Projects for the District and our proposed team will have the depth of resources available within all of Psomas to provide seamless coverage for this work. We understand the importance of staying within budget constraints and therefore using the preliminary scope, estimated construction costs, and forecasted durations for these Projects, our staffing levels are practical and flexible.



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

**APRIL 10, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 9**

TITLE: Authorize the General Manager to Execute Task Order No. 2 with Carollo Engineers, Inc. for the Plant Miscellaneous 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
Derek Chiu, Assistant Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute Task Order No. 2 with Carollo Engineers, Inc. (Carollo) in the amount of \$267,899 to provide engineering services during construction for the Plant Miscellaneous Improvements Project (Project).

Discussion

The purpose of Task Order No. 2 is to authorize engineering services during construction, such as submittal review, response to requests for information, testing and start-up assistance, and creation of record drawings.

The scope and fee of Task Order No. 2 with Carollo are summarized below:

Task No.	Task Description	Amount
1	Project Management	\$10,692
2	Submittal Review	\$109,424
3	Requests for Information	\$49,716
4	Clarification Memoranda	\$14,054
5	Informal Requests for Information	\$39,720
6	Meetings	\$2,300

Task No.	Task Description	Amount
7	Periodic Site Visits	\$7,092
8	Coordination with District Programmer	\$5,544
9	Factory Witness Testing	\$3,696
10	Record Drawings	\$21,108
11	Conformed Documents	\$4,553
Task Order No. 2 Not-to-Exceed Amount		\$267,899

The total not-to-exceed amount of \$267,899 is 4.8 percent of the construction contract amount of \$5,544,390. For a project of this size and scope, staff expects the fee to be in the range of 3 to 5 percent. As a comparison, the table below summarizes the final fees and percentages of engineering services during construction of past plant projects.

Project	Engineering Services During Construction Cost (A)	Construction Cost (B)	Percentage of A to B
Chemical Tank and Piping Replacement	\$82,038	\$2,226,332	3.7%
Primary Digester No. 3 Rehabilitation	\$156,027	\$2,383,705	6.6%
Thickener Control Building Improvements Project	\$469,287	\$10,538,535	4.5%

The total amounts for the Project’s agreements with Carollo are summarized in the table below:

Task Order / Amendment		Not to Exceed Amount
Plant Miscellaneous Improvements	Task Order No. 1 – Design and Bid Period Services	\$185,034
	Amendment No. 1 to Task Order No. 1 – Additional Design Services	\$14,078
	Amendment No. 2 to Task Order No. 1 – Additional Design Services	\$9,397
	Task Order No. 2 – Engineering Services During Construction (Proposed)	\$267,899
Sodium Hypochlorite Loop Improvements	Task Order No. 1 – Design and Bid Period Services	\$280,298
	Amendment No. 1 to Task Order No. 1 – Additional Design Services	\$46,916
Total Proposed Not-to-Exceed Fee		\$803,622

The total not-to-exceed fee of \$803,622 is 14.5 percent of the of the construction contract amount of \$5,544,390 for the Project. Industry standard is to budget 30 percent for all project soft costs (e.g., design, construction management, inspection, engineering services during construction). If construction management services were added, the percentage would rise to about 24.3 percent.

Staff has reviewed the price proposal for Task Order No. 2 and found it to be reasonable.

The Board awarded the construction contract for the Project to W. M. Lyles Co. on March 13, 2023. Staff expects to issue the Notice to Proceed to W. M. Lyles Co. in April 2023 and anticipates construction to be completed by September 2024.

Background

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.

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.

The above scope was originally budgeted under two separate projects, Plant Miscellaneous Improvements and Sodium Hypochlorite Loop Improvements.

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 Plant Miscellaneous Improvements Project.

December 13, 2021 – The Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Carollo for final design services for the Sodium Hypochlorite Loop Improvements Project.

March 13, 2023 – The Board awarded the construction contract for the Project to W. M. Lyles Co.

Attachments: Figure 1 – Site Plan
Task Order No. 2

UNION SANITARY DISTRICT
ALVARADO WASTEWATER TREATMENT PLANT

NO SCALE

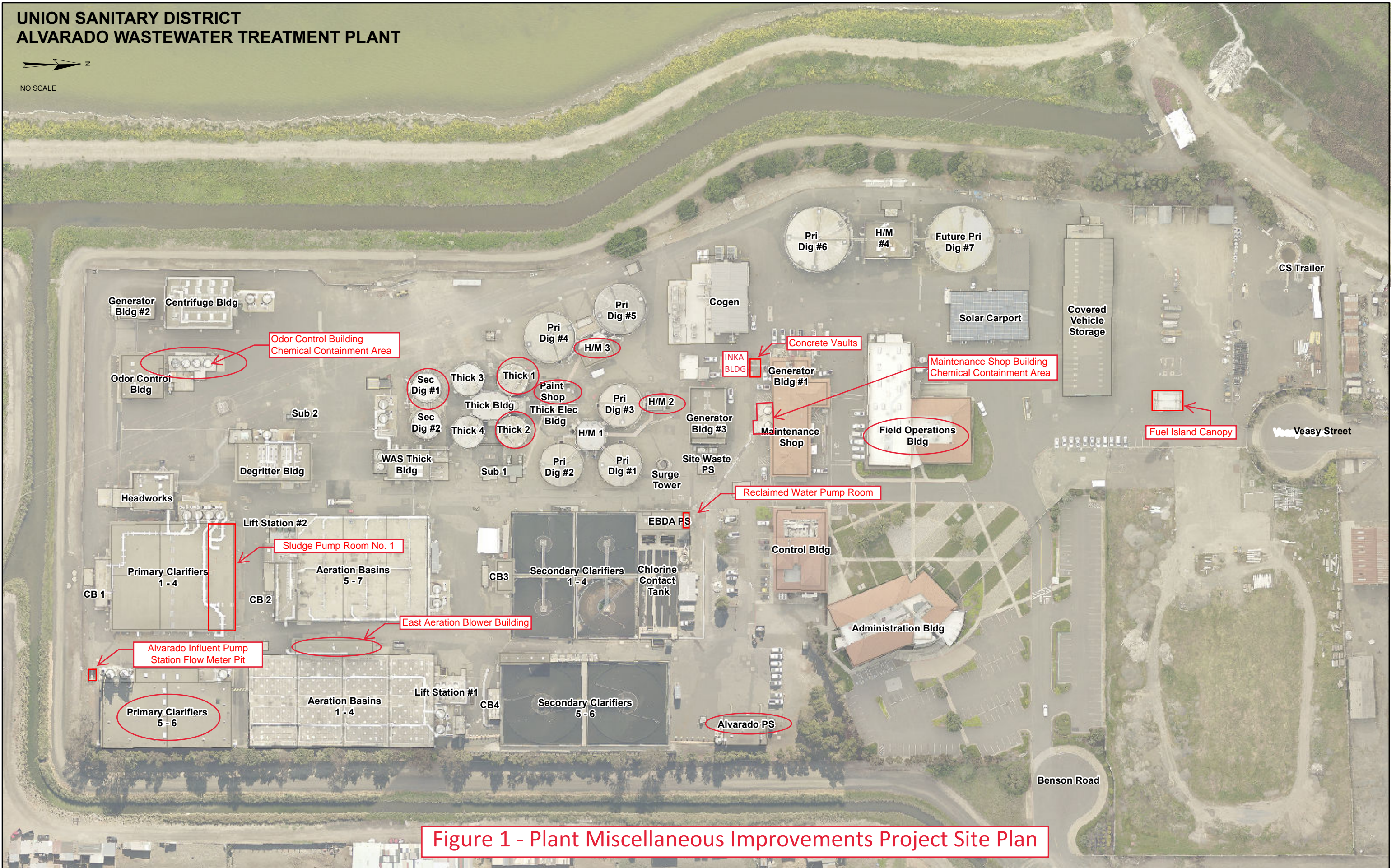


Figure 1 - Plant Miscellaneous Improvements Project Site Plan

PLANT MISCELLANEOUS IMPROVEMENTS PROJECT

TASK ORDER NO. 2

TO

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

CAROLLO ENGINEERS, INC.

FOR

PROFESSIONAL SERVICES

Dated July 13, 2021

1. PURPOSE

The purpose of Task Order No. 2 is for Carollo Engineers (Engineer) to provide engineering services during construction associated with the Plant Miscellaneous Improvements Project (Project). Engineering services to be provided during construction include project management, submittal review, requests for information, clarification memoranda, informal requests for information, meetings, periodic site visits, coordination with District Programmer, factory witness testing, and record drawings. These services are to be performed by the same engineers who worked on the design and possesses detailed knowledge about the Project.

2. PROJECT COORDINATION

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

3. ENGINEER'S SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the cost data presented in Exhibit A. Engineer shall provide the following engineering services during construction (ESDC) of the project.

Task 1.0 – Project Management

Engineer shall manage the efforts of the project team members, coordinate with representatives of the District and Construction Manager, delegate responsibilities, and review work progress. Engineer shall prepare and submit monthly invoices and progress summary reports.

Monthly invoices will be broken down by major tasks only. Monthly progress summary reports will be made as part of the report submitted for all on-going projects with District.

Engineer's budget allowance is based on requiring one (1) hour per month for project management and reporting over an 18-month project duration for a total of 18 hours. Engineer's subconsultant's (Beecher Engineering) budget allowance is based on requiring one (1) hour per month for project management and reporting over an 18-month project duration for a total of 18 hours. Total hours budgeted for this task are 36 hours for both Carollo and Beecher Engineering.

Task 2.0 – Submittal Review

There will be the following division of submittal review responsibility between Construction Manager and Engineer.

Administrative Submittals: The Construction Manager will review and provide responses to all administrative submittals required by the Contract Document Specifications. Copies of these submittals to the Engineer are for informational purposes only.

Shop Drawing Submittals: Engineer shall review and provide response to shop drawing submittals as described in the technical specifications of the Contract Documents on an as requested basis.

Quality Control Submittals: The Construction Manager will review and provide response to all quality control submittals as described in the Contract Document Specifications, except Engineer shall review and provide response to mechanical and electrical testing procedures and testing results on an as requested basis. Copies of all other quality control submittals to the Engineer are for information purposes only. Construction Manager will also be responsible for all testing indicated in the Contract Documents to be performed by an entity other than the Contractor.

Temporary Construction Submittals: Engineer shall review and provide response to all temporary construction submittals including temporary piping, supports, electrical, and controls on an as requested basis.

Submittals

Engineer shall respond to requests for submittal review on an as requested basis. Engineer shall provide written review comments on a review comment sheet and return the review comment sheet to the Construction Manager. Engineer shall complete review of submittal, provide comments, and return review comment sheet within 21 calendar days for normal submittals, after Engineer's receipt of submittal. Review comments for critical path or expedited submittals shall be returned within 10 calendar days, after Engineer's receipt of submittal. If for any reason the review cannot be completed within this period, Engineer shall notify Construction Manager and provide reason for delay prior to the end of the specified period.

The Construction Manager will screen all submittals for form, completeness, and general content conforming to that specified in the Contract Documents before transmitting them to Engineer.

Engineer's submittal review is to determine compliance with the Contract Documents. Submittal review is not intended as acceptance of the work. The review is not intended to relieve the Contractor of his or her full responsibility for performance as required by the Contract Documents.

Engineer's budget allowance is based on reviewing 70 original submittals and resubmittals at an average review time of four (4) hours per submittal and resubmittal for a total of 280 hours. Beecher Engineering's budget allowance is based on reviewing 20 original submittals and resubmittals at an average review time of four (4) hours per submittal and resubmittal for a total of 80 hours.

Task 3.0 – Requests for Information

Engineer shall respond to formal requests for information (RFIs) on an as requested basis. Engineer shall provide a written response on a response sheet and return the response sheet to the Construction Manager. Engineer shall complete review of the RFI, provide response, and return response within seven (7) calendar days after Engineer's receipt of RFI. If for any reason the response cannot be completed within this period, Engineer shall notify Construction Manager and provide reason for delay prior to the end of the specified period.

The Construction Manager will screen all RFIs for form, completeness, and general content conforming to that specified in the Contract Documents before transmitting them to the Engineer.

Engineer's budget allowance is based on reviewing 25 RFIs at an average review time of four (4) hours per RFI for a total of 100 hours. Beecher Engineering's budget allowance is based on reviewing 18 RFIs at an average review time of four (4) hours per RFI for a total of 72 hours.

Task 4.0 – Clarification Memoranda

Engineer shall issue Clarification Memoranda where deemed necessary by the Engineer and on an as requested basis. Engineer shall provide a written clarification on a Clarification Memorandum (including specifications, sketches, or other information as necessary) and issue the Clarification Memorandum to the Construction Manager.

Clarification Memoranda will be issued to 1) clarify Contract Documents when necessary, 2) in the event that modifications to the Contract Documents are desired by the District, or 3) to assist the Construction Manager with the preparation of contract change order requests.

Engineer's budget allowance is based on preparing four (4) Clarification Memoranda at an average preparation time of eight (8) hours per Clarification Memorandum for a total of 32 hours. Beecher Engineering's budget allowance is based on preparing four (4) Clarification Memoranda at an average preparation time of four (4) hours per Clarification Memorandum for a total of 16 hours.

Task 5.0 – Informal Requests for Information

Engineer shall respond to Construction Manager's informal requests for information, including verbal, email, and telephone correspondence with Construction Manager.

Engineer's budget allowance is based on requiring four (4) hours per month for informal correspondence over an 18-month project duration for a total of 72 hours. Beecher Engineering's budget allowance is based on requiring four (4) hours per month for informal correspondence over an 18-month project duration for a total of 72 hours.

Task 6.0 – Meetings

Engineer shall attend virtual construction meetings during the Project. The Construction Manager will facilitate all meetings and provide meeting minutes.

Engineer's budget allowance is based on attending 4 virtual construction meetings at an average attendance time of one (1) hour for a total of 4 hours. Beecher Engineering's allowance is based on attending 4 virtual construction meetings at an average attendance time of one (1) hour for a total of 4 hours.

Task 7.0 – Periodic Site Visits

Engineer shall periodically visit the Project site to monitor the progress and quality of the Contractor's work effort, including specialty site visits (civil, structural, mechanical, electrical, and instrumentation) and for preparation of a final punch list. Engineer shall not, during such site visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work. Engineer shall not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, or safety precautions and programs incident to the Work. Furthermore, Engineer shall not be held responsible for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor furnishing and performing work. Engineer shall provide opinions and observations to the Construction Manager and/or District regarding general compliance with the Contract Documents for improvements that are observed by the Engineer at the time of Engineer's site visits.

Engineer's budget allowance is based on attending two (2) site visits at an average attendance time of four (4) hours per site visit, including travel time, for a total of 8 hours. Beecher Engineering's budget allowance is based on attending four (4) site visits at an average attendance time of six (6) hours per site visit, including travel time, for a total of 24 hours.

Task 8.0 – Coordination with District Programmer

Beecher Engineering shall coordinate with the District's Programmer to complete the Project. Beecher Engineering's budget allowance is based on requiring 24 hours to complete this task.

Task 9.0 – Factory Witness Testing

Beecher Engineering shall attend factory witness testing of the PLCs and VFDs to complete the Project. Beecher Engineering's budget allowance is based on requiring 8 hours to attend the factory witness testing of the PLCs and 8 hours to attend the factory witness testing of the VFDs for a total budget of 16 hours to complete this task.

Task 10.0 – Record Drawings

Engineer shall prepare record drawings based on as-built markups to be provided by the Construction Manager and Contractor. The as-built markups will include major changes made during the construction period after contract closeout. Engineer and Beecher Engineering will not be responsible for field verifying as-built conditions and will rely solely on the information provided by the Construction Manager and Contractor as the basis for preparing the record drawings.

Engineer’s budget allowance is based on requiring 60 hours to prepare the general, typicals, demolition, structural, and mechanical disciplines of the record drawings. Beecher Engineering’s budget allowance is based on requiring 24 hours to prepare the electrical and instrumentation disciplines of the record drawings.

Task 11.0 – Conformed Documents

Engineer shall prepare conformed documents (drawings and specifications) based on incorporating changes outlined in Addendums No. 1-4. Engineer’s budget allowance is based on requiring 9 hours and Beecher Engineering’s budget allowance is based on requiring 12 hours to complete this task.

4. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The billing rate schedule is equivalent to an overall labor multiplier of 3.21 for office staff, including profit. Subconsultants and outside services will be billed at actual cost plus 5 percent; other direct costs will be billed at actual cost; and mileage will be billed at prevailing IRS standard rate.

The not-to-exceed amount for Task Order No. 2 is \$267,899. A summary of the anticipated distribution of cost and manpower between tasks are shown in Exhibit A.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Design Services	\$185,034	Yes	Paul Eldredge
Amendment No. 1 to Task Order No. 1 – Additional Services	\$14,078	No	Raymond Chau
Amendment No. 2 to Task Order No. 1 – Additional Services	\$9,397	No	Raymond Chau
Task Order No. 2 – Engineering Services During Construction	\$267,899	Yes	Paul Eldredge
Total	\$476,408		

5. TIME OF COMPLETION

All work defined in this Task Order shall be completed in 600 calendar days after execution of this Task Order and subject to the conditions of Article 3 of this Agreement. A summary of the anticipated construction schedule is as follows:

- Notice of Award (NOA) issued to Contractor: March 2023
- Notice to Proceed (NTP) issued to Contractor: April 2023
- Substantial Completion: August 2024
- Final Completion: October 2024

6. KEY PERSONNEL

Engineer’s personnel assigned to Task Order No. 2 are as follows:

<u>Role</u>	<u>Key Person to be Assigned</u>
Project Manager	Rick Chan
Project Engineer	Inderpreet Chaggar
Structural Engineer	Mike Dadik
Electrical/I&C Engineer	Todd Beecher

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 incorporate it as part of the Agreement.

DISTRICT

ENGINEER

UNION SANITARY DISTRICT

CAROLLO ENGINEERS, INC.

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

By: _____
Rick L. Chan, P.E.
Senior Vice President

Date: _____

Date: _____

By: _____
Mike E. Dadik, P.E.
Vice President

Date: _____

EXHIBIT A
PLANT MISCELLANEOUS IMPROVEMENTS PROJECT
TASK ORDER NO. 2
UNION SANITARY DISTRICT AND CAROLLO ENGINEERS
ENGINEERING SERVICES DURING CONSTRUCTION

Task	Description	SP	LPP	PP	P	CAD	DP	Total Hours	Carollo Labor Cost	Other Direct Costs (ODC)						Total Cost	
										PECE \$14.00	Beecher Engineering Hours	Subconsultant Mark-up (5%) \$220	Carollo Mileage Trips	Amount	ODC Cost		
1.0	Project Management	18	0	0	0	0	0	18	\$6,282	\$252	18	\$3,960	\$198	0	\$0	\$4,410	\$10,692
	Task 1.0 Subtotal =	18	0	0	0	0	0	18	\$6,282	\$252	18	\$3,960	\$198	0	\$0	\$4,410	\$10,692
2.0	Submittal Review	24	40	180	36	0	0	280	\$87,024	\$3,920	80	\$17,600	\$880	0	\$0	\$22,400	\$109,424
	Task 2.0 Subtotal =	24	40	180	36	0	0	280	\$87,024	\$3,920	80	\$17,600	\$880	0	\$0	\$22,400	\$109,424
3.0	Requests for Information	12	32	46	10	0	0	100	\$31,684	\$1,400	72	\$15,840	\$792	0	\$0	\$18,032	\$49,716
	Task 3.0 Subtotal =	12	32	46	10	0	0	100	\$31,684	\$1,400	72	\$15,840	\$792	0	\$0	\$18,032	\$49,716
4.0	Clarification Memoranda	4	10	10	8	0	0	32	\$9,910	\$448	16	\$3,520	\$176	0	\$0	\$4,144	\$14,054
	Task 4.0 Subtotal =	4	10	10	8	0	0	32	\$9,910	\$448	16	\$3,520	\$176	0	\$0	\$4,144	\$14,054
5.0	Informal Requests for Information	8	8	40	16	0	0	72	\$22,080	\$1,008	72	\$15,840	\$792	0	\$0	\$17,640	\$39,720
	Task 5.0 Subtotal =	8	8	40	16	0	0	72	\$22,080	\$1,008	72	\$15,840	\$792	0	\$0	\$17,640	\$39,720
6.0	Meetings	1	2	1	0	0	0	4	\$1,320	\$56	4	\$880	\$44	0	\$0	\$980	\$2,300
	Task 6.0 Subtotal =	1	2	1	0	0	0	4	\$1,320	\$56	4	\$880	\$44	0	\$0	\$980	\$2,300
7.0	Periodic Site Visits	2	4	2	0	0	0	8	\$1,320	\$112	24	\$5,280	\$264	4	\$116	\$5,772	\$7,092
	Task 7.0 Subtotal =	2	4	2	0	0	0	8	\$1,320	\$112	24	\$5,280	\$264	4	\$116	\$5,772	\$7,092
8.0	Coordination with District Programmer	0	0	0	0	0	0	0	\$0	\$0	24	\$5,280	\$264	0	\$0	\$5,544	\$5,544
	Task 8.0 Subtotal =	0	0	0	0	0	0	0	\$0	\$0	24	\$5,280	\$264	0	\$0	\$5,544	\$5,544
9.0	Factory Witness Testing	0	0	0	0	0	0	0	\$0	\$0	16	\$3,520	\$176	0	\$0	\$3,696	\$3,696
	Task 9.0 Subtotal =	0	0	0	0	0	0	0	\$0	\$0	16	\$3,520	\$176	0	\$0	\$3,696	\$3,696
10.0	Record Drawings	2	0	24	0	34	0	60	\$14,724	\$840	24	\$5,280	\$264	0	\$0	\$6,384	\$21,108
	Task 10.0 Subtotal =	2	0	24	0	34	0	60	\$14,724	\$840	24	\$5,280	\$264	0	\$0	\$6,384	\$21,108
11.0	Conformed Documents	0	0	1	0	4	4	9	\$1,655	\$126	12	\$2,640	\$132	0	\$0	\$2,898	\$4,553
	Task 11.0 Subtotal =	0	0	1	0	4	4	9	\$1,655	\$126	12	\$2,640	\$132	0	\$0	\$2,898	\$4,553
Totals		71	96	304	70	38	4	583	\$175,999	\$8,162	362	\$79,640	\$3,982	4	\$116	\$91,900	\$267,899

Legend:
SP Senior Professional
LPP Lead Project Professional
PP Project Professional
P Professional
CAD CAD Technician/Graphics
DP Document Processors/Support Staff

Notes:
1. Labor rate schedule shown is equivalent to a multiplier of 3.21.
2. Mileage is based on 90 miles round trip at IRS standard rate.
3. Subconsultant mark-up is 5%.
4. PECE = Project equipment and communication expense.



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

**APRIL 10, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: Discuss and Provide Direction on Updated Fats, Oils, and Grease (FOG) Holiday Advertisement
(This is a Direction Item)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Technical Services Work Group Manager
Michael Dunning, Environmental Compliance Team Coach
Michelle Powell, Communications and Intergovernmental Relations Coordinator

Recommendation

Staff recommends the Board discuss an updated Fats, Oils, and Grease (FOG) Holiday Advertisement and provide direction.

Discussion

At its October 24, 2022 meeting, the Board approved creation of a Fats, Oils, and Grease (FOG) Holiday Advertisement ad hoc to begin meeting in 2023 with the goal of refreshing advertising for the 2023 Holiday season. The Ad Hoc Committee held its first meeting on March 9, 2023.

Subsequently, a question was raised as to whether it would be advantageous to reconsider the extent of Board input into development of updated FOG advertising.

The Board may wish to consider such options as:

- The full Board providing input into development of updated advertising via a series of workshops
- Continuing the Ad Hoc Committee as originally approved
- Disbanding the Ad Hoc Committee and assigning staff to present advertising options to the full Board at a later date

Background

Beginning in 2018, following input and direction received from the Board, USD staff has run two versions of a Holiday Fats, Oils, and Grease (FOG) ad in local newspapers during the weeks prior to the Thanksgiving and Christmas holidays. The ads encourage customers to “Avoid Pipe Clogs” and provide instructions to “Cool It. Can It. Trash It.” There are two versions of the ad – one using photos to illustrate the instructions, and one using cartoon illustrations depicting FOG in a humorous manner.

Ad hoc committees are temporary advisory committees composed solely of less than a quorum of the legislative body that serves a limited or single purpose, is not perpetual, and will dissolve once its specific task is completed. Ad hoc committees are not subject to the Brown Act. Given its limited and temporary purpose, the Holiday FOG Advertisement Ad Hoc Committee would not be subject to the Brown Act. There is no need to revise Policy 3070, Boardmember Officers and Committee Membership, as Ad Hoc Committees are temporary.

Previous Board Action

10/24/2022 Board Meeting – The Board approved creation of a Fats, Oils, and Grease (FOG) Holiday Advertisement Ad Hoc Committee and appointed Director Kite and Vice President Fernandez to the Ad Hoc and President Lathi as the Alternate.

10/08/2018 Board Meeting – The Board provided direction to incorporate specified edits to proposed artwork and to run both photo and illustrative versions of the 2018 FOG advertisement during the holiday season.

8/28/2017 Board Meeting – the Board received an update on the District’s Fats, Oils, and Grease (FOG) program and provided direction to staff regarding edits to existing campaign ads.



**APRIL 10, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: Receive Potential Content Topics for the District’s Fall 2023 Newsletter
(This is a Direction Item)

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

Recommendation

Staff recommends the Board discuss and provide feedback regarding potential newsletter content topics for the Fall 2023 newsletter.

Discussion

The District’s approved newsletter design template results in a four-page publication. In previous years, the cover page included one article highlighting major District projects, planning activities, or newsworthy subjects of interest to the public. The District’s courtesy annual rate notice has usually been combined with Budget in Brief to fill Page 2. Page 3 can accommodate two to three articles, plus USD’s social media information. The back page is generally one topic but could accommodate two shorter articles.

Below is a sample list of topics for newsletter content for the Board’s consideration and input for the Fall 2023 newsletter:

Page 1:

- Algal blooms in the news, how ETSU infrastructure improvements will improve water quality in SF Bay

Interior Pages:

- Enhanced Treatment and Site Upgrade Program Update
- EBDA – USD part of 5-member JPA, info re: transport system and where treated wastewater is discharged (w/map)
- Standby Power Generation System Upgrade
- USD’s Investment Policies (in light of recent banking events in the news)

- USD's 24-7 service – activities involved in providing it: operations, maintenance, overnight on-call staff
- 811 – Importance of marking utilities before digging
- USD's Fifth-grade classroom presentations
- Residential Lateral information; Homeowner responsibility, do's and don'ts tips; note informational video on USD website
- Did You Know? Environmental tips: Brief pollution prevention messages (FOG, Wipes, Meds, what to keep out of drains, etc.)
- Facts about USD (Dental, FOG, and Restaurant programs, etc.)
- Like us on Facebook; follow us @usdtweets

Background

At the Board's direction, the District began use of a new design for its newsletter with the Autumn 2017 issue. The design template consists of 80-pound cover-weight paper folded to 8.5 x 11 and individually addressed with no tabs. The District's new branding was incorporated into the template with the Fall 2022 newsletter.

Previous Board Action

April 25, 2022, the Board awarded the service contract for printing and mailing of USD's annual newsletter to Fong and Fong Printers and Lithographers for fiscal years 2023, 2024, and 2025 with the option to renew for two additional years.

April 11, 2022, the Board provided feedback regarding topics to be included in the Fall 2022 newsletter.

April 26, 2021, the Board reviewed and provided feedback on content topics for the District's Fall 2021 Newsletter and extension of the District's printing services contract for its final year.

June 8, 2020, the Board received potential content topics for the District's Autumn 2020 newsletter and provided direction.

June 10, 2019, the Board received potential content topics for the District's Autumn 2019 newsletter and provided direction.

June 4, 2018, the Board received potential content topics for the District's Autumn 2018 Newsletter and provided direction.

July 24, 2017, the Board awarded the multi-year service contract for printing and mailing of the District's Annual Newsletter.

April 10, 2017, the Board selected the District's Autumn 2017 newsletter design, requested a multi-year contract for printing services, and provided direction regarding potential content topics.

March 28, 2016, the Board considered and provided direction regarding proposed content for the Spring 2016 newsletter.



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

**APRIL 10, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 12**

TITLE: Earth Day 2023 *(This is an Information Item)*

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

Recommendation

Information only.

Discussion

On Saturday, April 22, 2023, the District's Environmental Compliance team will participate in the Earth Day event hosted by the City of Fremont and Washington Hospital. The event will be held at the Downtown Event Center & Plaza, at 3500 Capitol Ave, Fremont from 11:00 a.m. to 3:00 p.m.

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

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

The District will be placing an advertisement in the Tri-City Voice and The Argus announcing the City of Fremont and Washington Hospital's Earth Day celebration. The advertisements will appear prior to the event, April 11, 2023 in the Tri-City Voice and April 14, 2023 in The Argus.

Background

None.

Previous Board Action

None.

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

Protect Your Bay On Earth Day



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

Saturday, April 22 – 11 a.m. to 3 p.m.
Downtown Event Center & Plaza
3500 Capitol Avenue

StopFOG With A FREE Grease Scraper!

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

FREE Thermometer Exchange

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



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TRI-CITY WASTEWATER

For more information, call USD at (510) 477-7637
Or visit www.unionsanitary.ca.gov

GO GREEN *with us in 2023!*

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

Saturday, April 22, 2023
11 a.m. to 3 p.m.



Downtown Event Center & Plaza
3500 Capitol Ave., Fremont



FREE Residential Drop-off:

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



For Families & Children:

- Free basic bike tune-ups
- Food trucks
- Bicycle Fix-a-Flat Workshop
- Eco-tainment
- Earth Day art
- Games & activities



COMPOST

Learn About:

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

Special Thanks To:



Planet Friendly
Health

Event Partners:



Washington Hospital
Healthcare System



LEAF



USD
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TRI-CITY WASTEWATER

Directors
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Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

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

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
Friday, March 17, 2023, at 3:00 p.m.**

- Commissioners Andrews, Azevedo, Johnson, Lathi, and Simon, were present. This meeting was conducted at the Oro Loma Sanitary District, 2655 Grant Avenue, San Lorenzo, CA 94580.

- **Request for Remote Appearance Pursuant to AB 2449**

Commissioner Johnson moved to approve the motion to allow Chair Andrews to appear remotely based on emergency circumstance and Commissioner Simon to appear remotely based on just cause, pursuant to AB 2449. The motion was seconded by Commissioner Azevedo and passed 4-0, by roll call vote.

Ayes: Commissioners Azevedo, Lathi, Simon, Johnson

Noes: None

Absent: Chair Andrews

Abstain: None

- Vice Chair Lathi requested the List of Disbursements for February 2023 be removed from the Consent Calendar. Commissioner Azevedo moved to approve the Commission Meeting Minutes of February 16, 2023 and the Treasurer's Report for February 2023. The motion was seconded by Commissioner Johnson and carried 4-0, by roll call vote.

Ayes: Commissioners Azevedo, Lathi, Simon, Johnson

Noes: None

Absent: Chair Andrews

Abstain: None

- **List of Disbursements for February 2023**

After further discussion of the Authority's disbursements, Commissioner Johnson moved to approve Item No. 7. The motion was seconded by Commissioner Azevedo and passed 4-0, by roll call vote.

Ayes: Commissioners Azevedo, Lathi, Simon, Johnson

Noes: None

Absent: Chair Andrews

Abstain: None

- The Commission unanimously approved the reports from the Financial Management, Operations & Maintenance, and Personnel Committees. The following items were discussed:

- **General Managers Report**

The General Manager (GM) reminded the Commission that the Annual Statements of Economic Interest (Form 700) are due at the beginning of April 2023 through Alameda County's new electronic filing system. The GM provided a summary for the Commission of the recent National Association of Clean Water Agencies Conference, and the strategic planning retreat for the California Association of

Sanitation Agencies' Regulatory Work Group, including discussion of PFAS and drinking water regulations proposed by the EPA, the future of recycled water, and cyber security. The GM also reported on a recent workshop on racial and social equity for the wastewater community. Follow-up activities are being planned by Bay Area Clean Water Agencies (BACWA). The GM announced the application period for the Bruce Wolfe Memorial Scholarship is now open and also provided an update on EBDA's Strategic Plan.

- **Manager's Advisory Committee**

The GM reported that the MAC discussed chemical cost trends.

- **Financial Management Committee**

The GM reported on the March 13 meeting of the Financial Management Committee. The Committee reviewed the List of Disbursements and Treasurer's Report and recommended approval. The Committee then discussed the status of the Authority's pension and CERBT funds and agreed with the staff's recommendations. Lastly, the Committee reviewed the 2023/2024 Budget considerations. The Committee requested that staff ensure that sufficient funds are included for professional development and support of agencies water recycling efforts.

- **Operations and Maintenance Committee**

The Operations and Maintenance (O&M) Manager and GM reported on the March 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 provided an update on recent wet weather and flow management. The GM provided an update on the Cargill project and the AQPI project.

- **Personnel Committee**

The GM reported on the March 15 meeting of the Personnel Committee. The Committee reviewed the State Controller's Report and Draft FY 2023/2024 Compensation Plan. The Committee discussed the Personnel Policy edits and recommended language to clarify the policy further. The Committee then reviewed the Commissioner Compensation Policy and suggested additional revisions to the compensable activities. In its review of the Records Retention Schedule, the Committee recommended increasing the retention period for Recordings of Commission Meetings to nine (9) months. The Committee also supported the adoption of Resolution 23-02 increasing the employer contribution under the Public Employees' Medical and Hospital Care Act (PEMHCA).

- **Resolution Fixing the Employers Contribution Under the Public Employees' Medical and Hospital Care Act**

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 Execute Work Order No. 3 to the Contract with Environmental Services Associates for Nature-Based Solutions Study and Design Services in the Amount of \$263,000**

Chair 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

- **Items from Commission and Staff**

There were no items to report from Commission or staff.

- **Closed Session**

Pursuant to Government Code 54957(b)(1), the Commission entered Closed Session at 4:12 p.m. to discuss the General Manager's annual performance evaluation.

- **Reconvene Open Session**

The Commission reconvened to Open Session at 4:48 p.m. Vice-Chair Lathi noted there were no reportable actions from closed session.

- **Adjournment**

Chair Andrews adjourned the meeting at 4:49 p.m.

**UNION SANITARY DISTRICT
CHECK REGISTER
03/18/2023-03/31/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183732	3/30/2023	114	800545.4	ZOVICH CONSTRUCTION	CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$2,030,498.26	\$2,030,498.26
183695	3/30/2023	143	800452.10	CLARK CONSTRUCTION GROUP CA LP	STANDBY POWER SYSTEM UPGRADE	\$825,735.33	\$825,735.33
183730	3/30/2023	170	4455496	WESTERN ENERGY SYSTEMS	USD E2 LONG BLOCK (COGEN 2)	\$138,493.54	\$138,493.54
183664	3/23/2023	143	800548.02	SOUTHWEST PIPE & TRENCHLESS CO	CAST IRON/PIPE LINING - PHASE VIII	\$121,398.25	\$121,398.25
183733	3/30/2023	114	800545.4E	ZOVICH CONSTRUCTION	CAMPUS BUILDINGS (ADMIN, FMC, OPS) - ESCROW PYMT	\$106,868.33	\$106,868.33
183657	3/23/2023	110	1716423	POLYDYNE INC	45,300 LBS CLARIFLOC C-6267	\$90,872.47	\$90,872.47
183673	3/23/2023		533620230222	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - FEBRUARY 2023	\$50,390.93	\$50,390.93
183693	3/30/2023	143	33596	CAROLLO ENGINEERS	PLANT MISCELLANEOUS IMPROVEMENTS	\$9,502.51	\$31,187.58
	3/30/2023	143	33599		PRIMARY DIGESTER NO. 8 FEASIBILITY STUDY	\$5,520.33	
	3/30/2023	143	33865		WAS THICKENERS	\$16,164.74	
183726	3/30/2023	110	50974101	UNIVAR SOLUTIONS USA INC	4900.1 GALS SODIUM HYPOCHLORITE	\$7,772.38	\$23,142.51
	3/30/2023	110	50980922		4796 GALS SODIUM HYPOCHLORITE	\$7,607.26	
	3/30/2023	110	50984266		4894.1 GALS SODIUM HYPOCHLORITE	\$7,762.87	
183607	3/23/2023	114	20230320	ALAMEDA COUNTY WATER DISTRICT	ENGINEERING FEE: CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$18,000.00	\$18,000.00
183671	3/23/2023	110	50961220	UNIVAR SOLUTIONS USA INC	4996.7 GALS SODIUM HYPOCHLORITE	\$7,925.61	\$15,688.00
	3/23/2023	110	50964348		4893.8 GALS SODIUM HYPOCHLORITE	\$7,762.39	

**UNION SANITARY DISTRICT
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03/18/2023-03/31/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183642	3/23/2023	110	9017783759	KEMIRA WATER SOLUTIONS INC	46,760 LBS FERROUS CHLORIDE	\$6,971.19	\$15,190.50
	3/23/2023	110	9017783895		48,120 LBS FERROUS CHLORIDE	\$8,219.31	
183670	3/23/2023		10092	TRUMARK HOMES INC	REFUND # 56198	\$13,069.00	\$13,069.00
183655	3/23/2023	170	013720230313	PACIFIC GAS AND ELECTRIC	SERV TO 03/06/23 BOYCE RD PS	\$3,014.43	\$12,903.15
	3/23/2023	170	140120230313		SERV TO 03/05/23 IRVINGTON PS	\$8,702.14	
	3/23/2023	170	380420230308		SERV TO 03/01/23 CHERRY ST PS	\$471.13	
	3/23/2023	170	666720230308		SERV TO 03/01/23 PASEO PADRE PS	\$422.03	
	3/23/2023	170	898220230308		SERV TO 03/08/23 FREMONT PS	\$293.42	
183639	3/23/2023	132	77500	HSI WORKPLACE COMPLIANCE	ONLINE SDS	\$5,000.00	\$11,000.10
	3/23/2023		77535		HSI SAFETY AND LEADERSHIP CBT	\$6,000.10	
183700	3/30/2023	173	359	FORMULA DESIGN	PUBLIC WEBSITE CMS MIGRATION	\$10,000.00	\$10,000.00
183696	3/30/2023	123	406835	CORE & MAIN LP	ASTD PARTS & MATERIALS	\$9,834.60	\$9,834.60
183643	3/23/2023		96479	LIBERTY PROCESS EQUIPMENT INC	1 ROTOR	\$5,146.53	\$9,488.92
	3/23/2023		96487		2 GEAR JOINT KITS	\$4,342.39	
183605	3/23/2023	170	61997	ABC FIRE PROTECTION INC	ANNUAL FIRE EXTINGUISHER SERVICE 2023	\$9,258.45	\$9,258.45
183621	3/23/2023	173	16404	CDW GOVERNMENT LLC	4 SURFACE PROS	\$8,939.46	\$8,939.46
183698	3/30/2023	120	154032023	FISCHER COMPLIANCE LLC	SEWER SYSTEM MANAGEMENT PLAN AUDIT	\$8,550.00	\$8,550.00
183706	3/30/2023	110	9017784414	KEMIRA WATER SOLUTIONS INC	47,840 LBS FERROUS CHLORIDE	\$8,188.88	\$8,188.88
183629	3/23/2023	170	31289	CRANETECH INC	SERVICE: ANNUAL PLANT HOIST INSPECTIONS	\$7,392.94	\$7,392.94

**UNION SANITARY DISTRICT
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03/18/2023-03/31/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183714	3/30/2023		29612918	PAN PACIFIC SUPPLY COMPANY	4 SEAL KITS	\$7,341.75	\$7,341.75
183677	3/23/2023	173	64983	WUNDERLICH-MALEC SYSTEMS INC	SCADA UPGRADE	\$7,000.00	\$7,000.00
183731	3/30/2023	141	214740	WOODARD & CURRAN INC	GATEWAY SITE CAPACITY IMPACT STUDY	\$4,913.75	\$6,757.50
	3/30/2023	141	215960		GATEWAY SITE CAPACITY IMPACT STUDY	\$1,843.75	
183608	3/23/2023	170	4017274120230308	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 03/03/23 - FREMONT BLVD	\$5,164.94	\$6,507.22
	3/23/2023	170	4017275220230306		SERV TO: 03/03/23 - FREMONT BLVD	\$1,277.80	
	3/23/2023	170	4017420220230306		SERV TO: 03/03/23 - FREMONT BLVD	\$64.48	
183618	3/23/2023	150	296903	BURKE, WILLIAMS & SORENSON LLP	CLAIMS - JAN 2023	\$734.63	\$6,292.39
	3/23/2023		297764		FORCE MAIN RELOCATION - JAN 2023	\$465.92	
	3/23/2023	150	297765		GENERAL LEGAL - JAN 2023	\$4,992.00	
	3/23/2023		297766		CIP - JAN 2023	\$99.84	
183680	3/30/2023	143	2000724965	AECOM TECHNICAL SERVICES INC	IRVINGTON PUMP STATION SOLAR REPLACEMENT	\$5,421.73	\$5,421.73
183658	3/23/2023	171	474550	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$5,365.53	\$5,365.53
183694	3/30/2023	173	85422	CDW GOVERNMENT LLC	6 OFFICE PRO LICENSES	\$2,642.94	\$5,363.93
	3/30/2023	173	HH31633		2 IP CONFERENCE PHONES	\$2,720.99	
183725	3/30/2023	143	223054	TANNER PACIFIC INC	ALVARADO INFLUENT PS PUMPS AND VFDS	\$5,020.00	\$5,020.00
183715	3/30/2023	130	13630573	PFM ASSET MANAGEMENT LLC	INVESTMENT MANAGEMENT / ADVISORY SERVICES	\$4,701.96	\$4,701.96
183660	3/23/2023	110	23022424	S&S TRUCKING	GRIT HAULING 02/15, 02/17, 02/22 AND 02/27/2023	\$3,387.14	\$3,387.14
183704	3/30/2023	170	97162945	H & E EQUIPMENT SERVICES INC	EQUIPMENT RENTAL 02/22/2023 - 03/21/2023	\$3,346.30	\$3,346.30

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03/18/2023-03/31/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183636	3/23/2023		9604913336	GRAINGER INC	ASTD PARTS & MATERIALS	\$859.02	\$3,173.48
	3/23/2023	122	9608734480		ASTD PARTS & MATERIALS	\$49.29	
	3/23/2023		9609151916		ASTD PARTS & MATERIALS	\$380.33	
	3/23/2023	122	9610109416		ASTD PARTS & MATERIALS	\$603.00	
	3/23/2023	170	9611453672		ASTD PARTS & MATERIALS	\$297.00	
	3/23/2023	111	9611453680		ASTD PARTS & MATERIALS	\$27.95	
	3/23/2023		9612180589		ASTD PARTS & MATERIALS	\$956.89	
183635	3/23/2023	143	328076	CITY OF FREMONT	PERMIT: IRVINGTON BASIN RCP REHABILITATION	\$3,145.07	\$3,145.07
183615	3/23/2023	143	22364	BEECHER ENGINEERING	SWITHBOARD NO 3 & MCC NO 25 REPLACEMENT	\$1,260.00	\$3,060.00
	3/23/2023	143	22365		IRVINGTON PS PUMPS AND VFDS	\$1,800.00	
183656	3/23/2023	173	6085	PIPELOGIX INC	ANNUAL SUPPORT AND MAINTENANCE	\$3,000.00	\$3,000.00
183641	3/23/2023	141	HHRL739	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - MAR 23	\$764.07	\$2,503.48
	3/23/2023	141	HHSS229		OFF-SITE STORAGE AND SERVICE - MAR 23	\$1,739.41	
183717	3/30/2023	121	104378	PRIME MECHANICAL SERVICE INC	SERVICE CALL: BOILER AND AIRHANDLERS BLDG 70	\$2,435.00	\$2,435.00
183688	3/30/2023		25379	BAY CITY BOILER & ENGINEERING	2 FILTERS	\$2,397.88	\$2,397.88
183721	3/30/2023		8015308900	RS HUGHES CO INC	SAFETY VESTS	\$2,202.88	\$2,202.88
183654	3/23/2023	122	59242	OWEN EQUIPMENT SALES	SCREEN WELDMENT	\$2,110.77	\$2,110.77

**UNION SANITARY DISTRICT
CHECK REGISTER
03/18/2023-03/31/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183710	3/30/2023		94205722	MCMASTER SUPPLY INC	CREDIT: ASTD PARTS & MATERIALS	\$-51.63	\$2,078.50
	3/30/2023	170	94671113		ASTD PARTS & MATERIALS	\$252.02	
	3/30/2023		94688539		ASTD PARTS & MATERIALS	\$697.11	
	3/30/2023	170	94763499		ASTD PARTS & MATERIALS	\$14.02	
	3/30/2023	170	94763999		ASTD PARTS & MATERIALS	\$123.66	
	3/30/2023	170	94853612		ASTD PARTS & MATERIALS	\$558.92	
	3/30/2023	170	94989825		ASTD PARTS & MATERIALS	\$484.40	
183625	3/23/2023		167706008	COLORADO WASHINGTON INC COMCAST OF	FIBER INTERNET BACKUP - MAR 2023	\$2,041.32	\$2,041.32
183610	3/23/2023	120	16895	AMERICAN DISCOUNT SECURITY	02/01/23 - 02/28/23 GUARD AT DISTRICT	\$1,872.45	\$1,872.45
183703	3/30/2023	122	9612832783	GRAINGER INC	ASTD PARTS & MATERIALS	\$74.29	\$1,824.19
	3/30/2023		9616566841		ASTD PARTS & MATERIALS	\$1,749.90	
183709	3/30/2023	113	2302K09	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$405.00	\$1,728.00
	3/30/2023	113	2303083		LAB SAMPLE ANALYSIS	\$356.00	
	3/30/2023	113	2303257		LAB SAMPLE ANALYSIS	\$590.00	
	3/30/2023	113	2303260		LAB SAMPLE ANALYSIS	\$233.00	
	3/30/2023	113	2303329		LAB SAMPLE ANALYSIS	\$144.00	
183692	3/30/2023	170	10010075196	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$785.77	\$1,724.05
	3/30/2023	170	10010075550		PAINT & RELATED PAINT SUPPLIES	\$938.28	
183684	3/30/2023	130	16571577	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-LARIOS, WK END 03/04/23	\$1,721.60	\$1,721.60

**UNION SANITARY DISTRICT
CHECK REGISTER
03/18/2023-03/31/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183675	3/23/2023		51115	WECO INDUSTRIES LLC	CAMERA PARTS	\$1,702.01	\$1,702.01
183705	3/30/2023		3S5307	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$185.60	\$1,694.36
	3/30/2023		3S5308		6 BALL VALVES	\$403.51	
	3/30/2023	170	3S5383		ASTD PARTS & MATERIALS	\$1,105.25	
183676	3/23/2023	143	216003	WOODARD & CURRAN INC	IRVINGTON BASIN RCP REHABILITATION	\$1,647.50	\$1,647.50
183712	3/30/2023		20230228	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - FEBRUARY 2023	\$1,583.93	\$1,583.93
183652	3/23/2023		6479	MUNICIPAL MAINT EQUIPMENT INC	1 ROOT CUTTER	\$1,528.20	\$1,528.20
183667	3/23/2023	170	430633933	TERMINIX COMMERCIAL	PEST CONTROL	\$182.00	\$1,506.00
	3/23/2023	170	430636955		PEST CONTROL	\$148.00	
	3/23/2023	170	430636956		PEST CONTROL	\$1,176.00	
183711	3/30/2023	171	2395343	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - APR 2023	\$1,492.89	\$1,492.89
183728	3/30/2023	113	8812305788	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$46.35	\$1,445.13
	3/30/2023		8812307088		LAB SUPPLIES	\$1,321.72	
	3/30/2023	113	8812318691		LAB SUPPLIES	\$77.06	
183611	3/23/2023	130	16566459	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-LARIOS, WK END 02/25/23	\$1,377.28	\$1,377.28

**UNION SANITARY DISTRICT
CHECK REGISTER
03/18/2023-03/31/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183674	3/23/2023	113	8812175755	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$72.33	\$1,364.10
	3/23/2023	113	8812183898		LAB SUPPLIES	\$11.72	
	3/23/2023	113	8812211491		LAB SUPPLIES	\$512.24	
	3/23/2023	113	8812221001		LAB SUPPLIES	\$73.45	
	3/23/2023	113	8812251958		LAB SUPPLIES	\$370.88	
	3/23/2023		8812261074		LAB SUPPLIES	\$323.48	
183683	3/30/2023		17WTLFP4DPP	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$290.54	\$1,300.42
	3/30/2023	111	1916KN7V9RKN		ASTD OFFICE SUPPLIES	\$194.98	
	3/30/2023	132	1JML471R4FWH		ASTD OFFICE SUPPLIES	\$108.84	
	3/30/2023	171	1QRWQ6741VK1		ASTD OFFICE SUPPLIES	\$351.26	
	3/30/2023	130	1TW66JKFCQTG		ASTD OFFICE SUPPLIES	\$31.64	
	3/30/2023	132	1Y4HJTRT49DJ		ASTD OFFICE SUPPLIES	\$323.16	
183606	3/23/2023	171	9135623380	AIRGAS NCN	FALL PROTECTION ACCESORIES	\$173.39	\$1,281.47
	3/23/2023	171	9135623381		FALL PROTECTION ACCESORIES	\$157.29	
	3/23/2023	170	9995574030		CYLINDER RENTAL	\$950.79	
183707	3/30/2023	173	27506MSA	LOOKINGPOINT INC	NEXT CARE ON DEMAND RENEWAL - MAR	\$1,225.00	\$1,225.00
183626	3/23/2023	170	20230227	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$1,181.07	\$1,181.07
183630	3/23/2023		20230225	DALE HARDWARE INC	02/23 - ASTD PARTS & MATERIALS	\$1,164.66	\$1,164.66
183729	3/30/2023	123	51231	WECO INDUSTRIES LLC	3 PNEUMATIC WHEELS	\$1,151.55	\$1,151.55

**UNION SANITARY DISTRICT
CHECK REGISTER
03/18/2023-03/31/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183649	3/23/2023		92030355	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$185.97	\$1,122.17
	3/23/2023		93532044		CREDIT: ASTD PARTS & MATERIALS	\$-185.97	
	3/23/2023		93625335		ASTD PARTS & MATERIALS	\$51.63	
	3/23/2023		93717538		ASTD PARTS & MATERIALS	\$773.39	
	3/23/2023		94286504		ASTD PARTS & MATERIALS	\$297.15	
183699	3/30/2023	113	1093863	FISHER SCIENTIFIC	LAB SUPPLIES	\$1,041.50	\$1,041.50
183686	3/30/2023		19621032	AT&T	SERV: 02/10/23 - 03/09/23	\$1,012.84	\$1,012.84
183620	3/23/2023	173	6003439856	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$611.51	\$974.81
	3/23/2023	173	6003440798		MTHLY MAINTENANCE BASED ON USE	\$363.30	
183718	3/30/2023	114	1641137596	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: C. MERRIAM	\$225.00	\$900.00
	3/30/2023	123	8201137899		SAFETY SHOES: F. COUTO	\$225.00	
	3/30/2023	121	8201138323		SAFETY SHOES: T. MELLO	\$225.00	
	3/30/2023	172	8201139501		SAFETY SHOES: M. HOVEY	\$225.00	
183613	3/23/2023		2591129040	ARAMARK	ASTD DUST MOPS, WET MOPS & TERRY	\$81.66	\$858.54
	3/23/2023		2591129064		UNIFORM LAUNDERING & RUGS	\$354.47	
	3/23/2023		2591129087		UNIFORM LAUNDERING SERVICE	\$422.41	
183687	3/30/2023	173	601207	AVERTIUM LLC	VULNERABILITY SCANNER	\$845.00	\$845.00
183702	3/30/2023	130	20230327	ALISA GORDON	EXP REIMB: CALGOVHR CONF LODGING, PER DIEM, MILEAGE	\$834.08	\$834.08
183682	3/30/2023	170	5286038	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$822.32	\$822.32

**UNION SANITARY DISTRICT
CHECK REGISTER
03/18/2023-03/31/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183720	3/30/2023	170	369973	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$799.86	\$799.86
183685	3/30/2023		2591131072	ARAMARK	UNIFORM LAUNDERING & RUGS	\$361.28	\$784.35
	3/30/2023	122	2591131091		UNIFORM LAUNDERING SERVICE	\$423.07	
183650	3/23/2023	170	230349	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE - MAR 2023	\$772.91	\$772.91
183633	3/23/2023	173	154710	EXTENSIS	GEOEXRESS SWM AGREEMENT	\$710.00	\$710.00
183648	3/23/2023	113	2302D73	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$66.00	\$650.00
	3/23/2023	113	2302D74		LAB SAMPLE ANALYSIS	\$133.00	
	3/23/2023	113	2302D75		LAB SAMPLE ANALYSIS	\$240.00	
	3/23/2023	113	2302G49		LAB SAMPLE ANALYSIS	\$211.00	
183617	3/23/2023	170	330608101	BUCKLES SMITH ELECTRIC	1 HEATSINK FAN KIT	\$333.06	\$573.48
	3/23/2023	170	330608102		1 HEATSINK FAN KIT	\$240.42	
183724	3/30/2023	132	51483	SLOAN SAKAI YEUNG & WONG LLP	SPECIAL COUNSEL SERVICES	\$528.00	\$528.00
183644	3/23/2023		43097	AARON LIU	REFUND # 57205	\$500.00	\$500.00
183665	3/23/2023		39998	SQUARE CONSTRUCTION	REFUND # 57207	\$500.00	\$500.00
183697	3/30/2023	121	17716075	DOMYOWN.COM	PEST CONTROL SUPPLIES	\$482.11	\$482.11
183690	3/30/2023	120	17851700	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$74.75	\$442.06
	3/30/2023	144	17858140		ASTD OFFICE SUPPLIES	\$367.31	
183614	3/23/2023		26472900	BECK'S SHOES	SAFETY SHOES: R. PIPKIN & I. CAETANO	\$440.52	\$440.52
183716	3/30/2023		185664	PREFERRED ALLIANCE INC	FEB 2023 SERVICE FEE	\$418.14	\$418.14

**UNION SANITARY DISTRICT
CHECK REGISTER
03/18/2023-03/31/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183662	3/23/2023	173	2880	SHARESQUARED INC	SHAREPOINT PROFESSIONAL SUPPORT	\$370.00	\$370.00
183624	3/23/2023	150	101158	CITYLEAF INC	PLANT MAINTENANCE - MAR 2023	\$361.65	\$361.65
183638	3/23/2023		605041617	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$250.94	\$345.65
	3/23/2023		605041618		ASTD JANITORIAL SUPPLIES	\$94.71	
183663	3/23/2023	130	20230321	JENNIFER SIO-KWOK	EXP REIMB: BS WORKGROUP MTG LUNCH	\$323.66	\$323.66
183669	3/23/2023	122	153339	TRI-SIGNAL INTEGRATION INC	FIRE PROTECTION SERVICE - QUARTERLY SPRINKLER SYSTEM INSP	\$312.50	\$312.50
183628	3/23/2023	173	30655277	CORELOGIC INFORMATION SOLUTION	REALQUEST 12 MONTH SERVICE	\$300.00	\$300.00
183653	3/23/2023	132	2202903	OPTIMUM TECHNOLOGIES LLC	AT HOME EMPLOYEE PORTAL	\$260.00	\$260.00
183634	3/23/2023		197224	FITGUARD INC	PREVENTATIVE MAINTENANCE - EXERCISE CLUB EQUIPMENT	\$259.00	\$259.00
183640	3/23/2023	173	6070794	INTRADO LIFE & SAFETY INC	E911 ANNUAL SUBSCRIPTION	\$250.00	\$250.00
183647	3/23/2023	170	771071287	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - FEB 2023	\$246.68	\$246.68
183651	3/23/2023		1073400	MISSION COMMUNICATIONS LLC	ANNUAL MANHOLE MONITOR SERVICE PACKAGE RNWL	\$239.40	\$239.40
183631	3/23/2023	121	30417	DANOC MANUFACTURING	1 WINTER JACKET	\$123.49	\$230.07
	3/23/2023	121	30418		1 WINTER JACKET	\$106.58	
183645	3/23/2023	111	20230322	NOAH LUNDY	EXP REIMB: OCIS GRADE III CERTIFICATION	\$230.00	\$230.00
183701	3/30/2023	144	20230327	MARIAN GONZALEZ	EXP REIMB: SAFETY SHOES	\$215.90	\$215.90
183678	3/23/2023		5538	ZELAYA DESIGNS	GRAPHIC DESIGN SVCS FOR PUBLIC OUTREACH	\$214.00	\$214.00
183723	3/30/2023		2133003001	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$115.98	\$187.56
	3/30/2023		2133003002		ASTD ELECTRICAL SUPPLIES	\$71.58	

**UNION SANITARY DISTRICT
CHECK REGISTER
03/18/2023-03/31/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183623	3/23/2023	171	1903739773	CINTAS CORPORATION	1 JACKET FOR ROCHA	\$170.71	\$170.71
183637	3/23/2023	170	3S5195	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$164.99	\$164.99
183689	3/30/2023	141	26494700	BECK'S SHOES	SAFETY SHOES: R. THOW	\$160.24	\$160.24
183668	3/23/2023	132	20230323	KAROLINE TERRAZAS	EXP REIMB: SNACKS FOR CONFINED SPACE TRAINING X 2 DAYS	\$160.21	\$160.21
183666	3/23/2023	111	20230322	SWRCB - STATE WATER RESOURCES	GRADE III WATERWATER LIC RENEWAL - FULKERSON	\$150.00	\$150.00
183627	3/23/2023	132	78427219	CONCENTRA MEDICAL CENTERS	2 DOT PHYSICALS	\$144.00	\$144.00
183719	3/30/2023		122313	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE APR 2023	\$139.90	\$139.90
183616	3/23/2023	144	17833700	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$50.05	\$104.24
	3/23/2023	130	17849090		ASTD OFFICE SUPPLIES	\$54.19	
183609	3/23/2023	171	13MD4Q1191Y9	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$89.10	\$89.10
183632	3/23/2023	173	599517	DLT SOLUTIONS, LLC	AWS CLOUD STORAGE - JAN 2023	\$76.47	\$76.47
183722	3/30/2023	170	85340220230323	SAN FRANCISCO WATER DEPT	SERVICE 02/18/23 - 03/21/23	\$74.69	\$74.69
183681	3/30/2023	171	9135719265	AIRGAS NCN	FALL PROTECTION ACCESORIES FOR ROCHA & RIVERA	\$26.85	\$71.70
	3/30/2023	171	9135719266		FALL PROTECTION ACCESORIES FOR ROCHA & RIVERA	\$44.85	
183619	3/23/2023	132	642042	STATE OF CALIFORNIA	2 NEW HIRE FINGERPRINTS	\$64.00	\$64.00
183713	3/30/2023	150	20230329	GUSTAVO OSEGUERA	EXP REIMB: SPRING BBQ EVENT SUPPLIES	\$62.93	\$62.93
183612	3/23/2023	170	7026394253	APPLIED INDUSTRIAL TECHNOLOGIE	ASTD PARTS & MATERIALS	\$60.96	\$60.96
183691	3/30/2023	120	20230328	STUART BULLIS	EXP REIMB: CDL RENEWAL FEE	\$54.12	\$54.12
183679	3/30/2023		12222	A.S.I. CYBER CONCEPTS	E-WASTE RECYCLING	\$50.00	\$50.00

**UNION SANITARY DISTRICT
CHECK REGISTER
03/18/2023-03/31/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
183646	3/23/2023	170	20230320	SCOTT MARTIN	EXP REIMB: MARCON CONF - TRANSFER FARE	\$48.97	\$48.97
183727	3/30/2023	136	98XW53093	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 03/04/23	\$48.30	\$48.30
183708	3/30/2023	120	20230327	MATTHEW LUBINA	EXP REIMB: REFRESHMENTS FOR MTV AND CONSTRUCTION TEAM MT	\$48.00	\$48.00
183622	3/23/2023	170	20230320	PETE CHAPARRO	EXP REIMB: MILEAGE FOR CALL OUT	\$32.09	\$32.09
183672	3/23/2023	136	98XW53083	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 02/25/23	\$30.00	\$30.00
183661	3/23/2023	170	2302280S	SGS NORTH AMERICA INC	1 ANALYSIS	\$20.00	\$20.00
183659	3/23/2023	120	20230320	JESSICA RODRIGUEZ	EXP REIMB: HOSPITALITY FOR SUPPORT TEAM MTG	\$19.98	\$19.98

Invoices:

Credit Memos :	2	-237.60
\$0 - \$1,000 :	130	37,669.97
\$1,000 - \$10,000 :	65	275,742.03
\$10,000 - \$100,000 :	5	188,497.14
Over \$100,000 :	5	3,222,993.71
Total:	207	3,724,665.25

Checks:

\$0 - \$1,000 :	59	19,227.85
\$1,000 - \$10,000 :	55	200,999.45
\$10,000 - \$100,000 :	10	281,444.24
Over \$100,000 :	5	3,222,993.71
Total:	129	3,724,665.25

STATE OF CALIFORNIA
REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION

MEETING DATE: March 8, 2023

Item: 4

Executive Officer's Report

Executive Officer's Report March 2, 2023

Table of Contents

Fairfield Cleaners Joint Cleanup Update, Fairfield (Bill Cook).....	2
New Year's Storm Impacts Update (Mike Chee)	5
Update on the State Water Resources Control Board's Consideration of the Municipal Regional Stormwater Permit (Thomas Mumley and Yuri Won)	9
Staff Presentations at the Groundwater Resources Association's Annual Regulatory Update (Ross Steenson)	10
Enforcement Actions (Brian Thompson and James Parrish).....	11
401 Water Quality Certification Applications Received (Abigail Smith)	12

Fairfield Cleaners Joint Cleanup Update, Fairfield (Bill Cook)

This is a progress update since we last reported on three dry cleaner cases in downtown Fairfield in the [November 2017 Executive Officer's Report](#). The dry cleaner cases include: Former One Hour Cleaner, Fairfield Cleaner, and Gillespie Cleaner. The overall site includes these three Source Properties and other affected contaminated properties. Tetrachloroethene (PCE), was discharged to groundwater from these Source Properties and has comeingled and migrated approximately two blocks southeast, beneath downgradient commercial properties.

Background

In 2017, the responsible parties entered into a Global Settlement Agreement that included a joint trust to pay for remediation and regulatory oversight. In support of their Agreement, we concurred that the Source Properties are maintained as separate cases but managed as one for efficiency purposes. The Board is not a party to their Agreement and it does not limit our enforcement capabilities.

In September 2017, we approved the joint Remedial Action Plan to abate risks and threats to water quality and building occupants from PCE in groundwater. Since our last update significant progress has been made toward implementing the Remedial Action Plan.

Groundwater Remediation Progress

Remedial actions proposed in the approved Remedial Action Plan are conducted both at the source properties and in the affected downgradient plume areas. These actions include in-situ chemical oxidation injections (ISCO) using potassium permanganate and high vacuum dual-phase extraction. The ISCO injections are intended to destroy PCE in groundwater through oxidation and it's the PCE in groundwater that is the source of the soil vapor contamination that poses a vapor intrusion threat to building occupants.

The results indicate that the size of the PCE plume in groundwater has decreased by over 90 percent as illustrated in Table 1 and the figures below. However, the maximum PCE concentration within the plume remains about the same and PCE still exceeds the drinking water standard of 5 micrograms per liter ($\mu\text{g/L}$) as shown in the dashed area in the figure below. To ensure that progress continues, the responsible parties have proposed additional ISCO injections which we are reviewing. Groundwater monitoring will continue to evaluate ongoing remediation effectiveness.

Table 1: Progress since 2018

	Area exceeding Water Quality Objectives (approximate square ft)	Max concentration of PCE in groundwater (micrograms per liter)	PCE Cleanup level in groundwater (micrograms per liter)
2018	650,000	2,200	5
2022	60,000	2,400	5

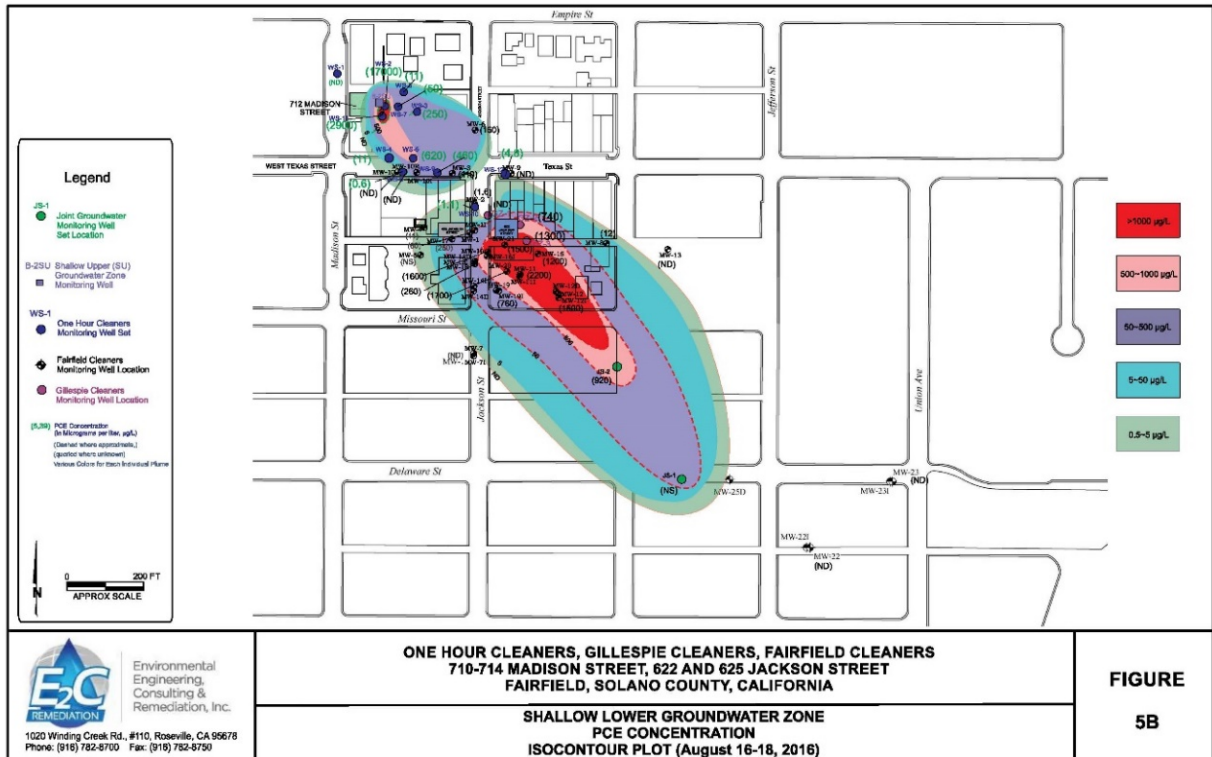


Figure 1: 2018 map showing that the extent of PCE exceeding water quality goals is 1,300 feet long and 500 feet wide

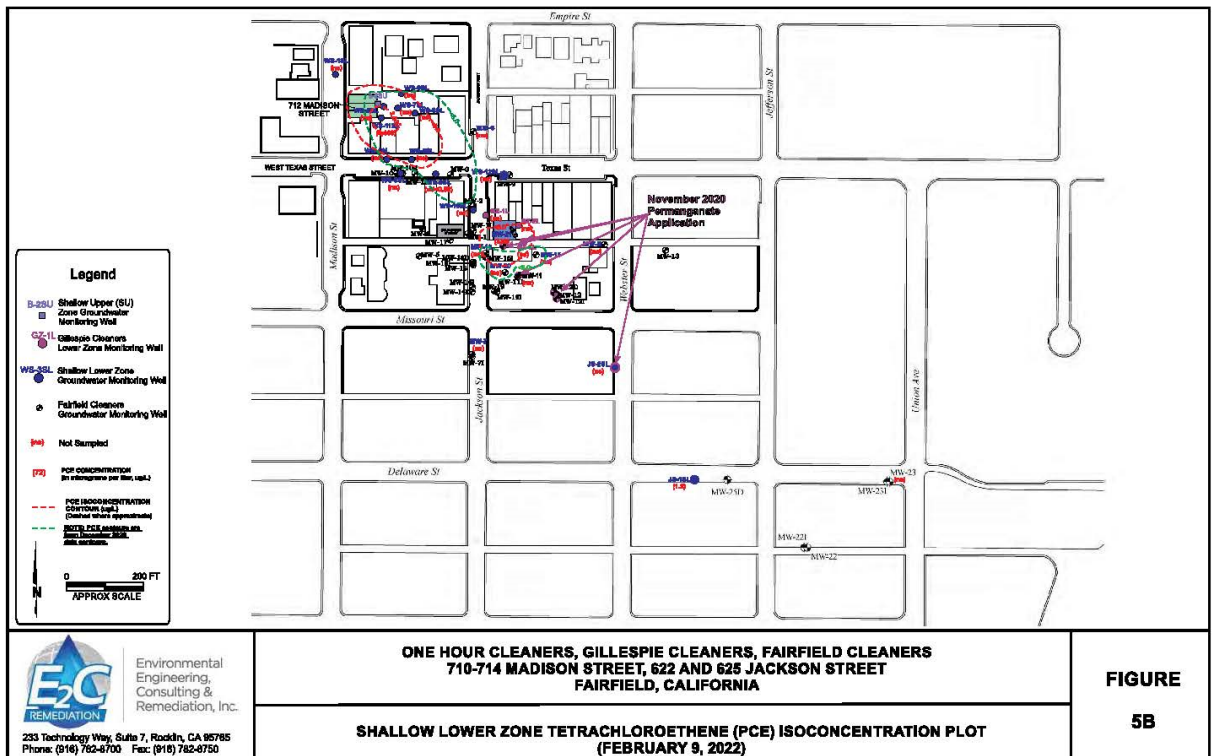


Figure 2: 2022 map showing that the extent of PCE water quality goals is 300 feet long and 200 feet wide

Vapor Intrusion Mitigation

Three commercial offices located at the former Fairfield Cleaner required mitigation to protect building occupants from vapor intrusion. The mitigation actions, implemented in 2017, included modifications to the ventilation system, which will be maintained until soil vapor concentrations around the buildings are below applicable screening levels. We are requiring indoor air sampling to ensure protectiveness, and additional remedial actions will be required if we determine that the current remediation is not protective.

We will continue to work cooperatively with Former One Hour Cleaner, Fairfield Cleaner, and Gillespie Cleaner to ensure that groundwater is cleaned up to meet drinking water standards and abate the source of the vapor intrusion threat. The Remedial Action Plan included a schedule for implementation that specifies completion of the project by 2025. The cleanup effort is funded with an insurance settlement and is expected to cost 4.5 million dollars when completed.

New Year's Storm Impacts Update (Mike Chee)

In the [February 2023 Executive Officer's Report](#), we provided an overview of the wastewater and stormwater-related spills and other incidents reported during the almost three-week onslaught of storms that began on New Year's Eve. That report included preliminary information, and this month we are updating that information to reflect more detailed reporting.

From December 31 through January 19, we received 170 California Office of Emergency Services (Cal-OES) incident reports totaling over 74 million gallons of unauthorized discharges of wastewater and stormwater to surface waters (over 186 million gallons were released from wastewater collection and treatment systems and about 112 million gallons were recovered resulting in the 74 million gallons discharged). As a reminder from our last report, roughly 10 billion gallons of authorized wastewater discharges took place during that period, so the spills represented a relatively small percent of all wastewater discharges.

Sanitary sewer collection systems and wastewater agencies in all nine Bay Area counties notified Cal-OES about these discharges, which can be categorized as combined sewer overflows (CSOs), i.e., overflows from San Francisco's combined sewer systems; sanitary sewer overflows (SSOs); and treatment plant spills reflecting various levels of treatment. These discharges were caused by the influx of stormwater into sewage systems, overwhelming collection system and treatment capacities. Due to the high volumes of stormwater infiltrating the sanitary sewer collection systems, the nature of the combined sewer overflows and sanitary sewer overflows were comparable. They were mostly stormwater mixed with routine sanitary flows.

As noted last month, untreated or partially treated sewage spills contain solids, pathogens, biochemical oxygen demand, and nutrients. These pollutants affect water quality; however, the rain and related runoff from the recent storms greatly diluted these pollutants. We received no reports of dead fish.

Below is a summary of the top ten spills by volume. They illustrate the range and nature of the various incidents that took place.

- **West County Wastewater District** reported an unauthorized discharge of 41.4 million gallons of stormwater and wastewater from its treatment plant to Wildcat Creek Marsh. The discharge occurred on January 11, when the plant's equalization and storage basins overtopped due to a surge in influent entering the plant.
- **The Martinez Marathon Refining Company** reported an unauthorized discharge of 11.2 million gallons of stormwater and wastewater from its treatment plant to a marsh leading to the Carquinez Strait. The discharge occurred on January 4, when heavy rainfall overwhelmed a stormwater retention pond.
- **East Bay Municipal Utility District (EBMUD)** reported three large sanitary sewer overflows totaling about 4.8 million gallons. The sanitary sewer overflows occurred on New Year's Eve at EBMUD's Alice Street and San Leandro Creek overflow structures (both in Oakland) and its Webster Street overflow structure (in Alameda).

These sanitary sewer overflows occurred when wastewater and stormwater in the collection system overwhelmed EBMUD's south interceptor.

- **Sewer Authority Mid-Coastside (SAM)** reported that two large sanitary sewer overflows, totaling over 4.1 million gallons, occurred on New Year's Eve and New Year's Day. The largest, at 3.8 million gallons, occurred in Half Moon Bay due to the failure of the Montara Force Main that conveys wastewater to SAM's wastewater treatment plant. The failure was caused by a deteriorated section of the force main that was exacerbated by a surge in combined wastewater and stormwater volume. Due to the force main failure, SAM shut down the Montara Pump Station to make temporary repairs, which caused a sanitary sewer overflow at the Montara Pump Station manhole for over 3.5 days as temporary emergency repairs were undertaken. Simultaneously, Pilarcitos Creek overtopped its banks and flooded the adjacent SAM treatment plant, threatening critical electrical infrastructure. The permanent force main repair was completed in February. The second sanitary sewer overflow occurred on Highway 1 behind 140 and 150 Wienke Way due to another force main rupture. Both sanitary sewer overflows discharged to the Pacific Ocean.
- **The City and County of San Francisco** reported an estimated 2.3 million gallons of combined wastewater and stormwater discharged from its bayside combined sewer system to San Francisco Bay through storm drains in the Marina Green parking lot. San Francisco used a computer model to simulate the storm and showed that approximately 18.6 million gallons of combined sewage and stormwater overflowed its collection system and flooded an area along Marina Boulevard. San Francisco assumed that all modeled flows on the Marina Green parking lot discharged to San Francisco Bay and about 16.3 million gallons of combined sewage and stormwater was returned to the collection system for discharge through authorized outfalls. Meanwhile, San Francisco estimated that over 74 million gallons of combined wastewater also flooded the area along Folsom Street and Harrison Street, over 20 million gallons flooded the Lower Alemany area, and about 1.5 million gallons flooded the area near Marin Street and Indiana Street near Islais Creek. These sewer overflows from the combined sewer system occurred when San Francisco's transport/storage boxes exceeded their capacity and the outfalls carrying authorized combined sewer discharges could not keep up with all the combined wastewater. Most of the combined sewage and stormwater was eventually returned to the collection system for discharge through authorized outfalls.
- **The City of Burlingame** reported a 2.3-million-gallon sanitary sewer overflow on New Year's Eve that occurred at four manholes and discharged to Lower San Francisco Bay.
- **The City of Oakland** reported three large sanitary sewer overflows on New Year's Eve and January 10 that totaled over 1.2 million gallons. The sanitary sewer overflows occurred at three manholes. One discharged to Lion Creek and the others discharged into Lake Temescal.
- **The City of Millbrae** reported an unauthorized discharge of over 930,000 gallons from its treatment plant to an unpermitted outfall leading to Lower San Francisco Bay. The discharge occurred on New Year's Eve when influent to the plant

exceeded the plant's biological treatment capacity, forcing the City to discharge primary-treated wastewater and stormwater from its equalization and storage basin.

- **The City of Richmond** reported an approximately 910,000-gallons sanitary sewer overflow on New Year's Eve that occurred from a manhole that discharged to Meeker Slough.
- **The City of San Mateo** reported two large sanitary sewer overflows on New Year's Eve and January 4 that totaled approximately 770,000 gallons. Both sanitary sewer overflows occurred from manholes that discharged into Borel Creek and then to Marina Lagoon.

We were able to compile this data because we have strong wastewater reporting requirements. However, we should not lose sight of the other substantial impacts of these storms. They caused significant property damage by inundating homes and businesses and damaging critical infrastructure. The weather caused tidal surges, high winds, downed trees, power outages, saturated soils, sink holes, and mud slides. Significant flooding blocked roadways and trapped people in their cars for hours. More than a dozen people died.

Flooding occurred in San Francisco, San Mateo, Alameda, Pleasanton, and coastal areas, to name just some examples. The City of San Mateo's Marina Lagoon, which captures stormwater runoff within San Mateo, overflowed into adjacent neighborhoods during the storms, transporting the sanitary sewer overflows noted above with the floodwaters. The Belmont Mobile Home Community was flooded up to 4 feet deep after the New Year's Eve storm, displacing the community for almost a week before residents could return. The Arroyo Mocho overtopped its banks and flooded a Vulcan Materials gravel mining operation in Pleasanton. The flood waters eroded the banks of a treatment pond and breached the levee between the creek and the pond (see photo of pond in the foreground with creek beyond).



We received reports of flooding at wastewater treatment plants, as well. The Oro Loma and Castro Valley Sanitary Districts treatment plant in San Lorenzo, and the City of San

Leandro treatment plant in San Leandro, flooded on New Year's Eve from surges in influent wastewater. While these floods did not result in unauthorized discharges, floodwaters did reach up to 3 feet deep, threatening critical infrastructure. The Delta Diablo treatment plant reported an overflow at its plant headworks totaling approximately 84,000 gallons. Delta Diablo captured and routed about 80,000 gallons of the overflow back to its headworks for treatment but discharged about 4,000 gallons to a drainage channel.

These storms highlight infrastructure vulnerabilities and provide an opportunity to better prepare for and mitigate the impacts of intense storms. We continue to implement actions to prepare for such storms. For example, new [Statewide Waste Discharge Requirements for Sanitary Sewer Systems](#) that become effective in June will strengthen asset management requirements for wastewater collection systems. The Board issued Cleanup and Abatement Order R2-2021-0021 to the City and County of San Francisco requiring actions to reduce flooding risks at three low-lying areas by 2028. Other enforcement orders, including an East Bay Communities consent decree and several cease and desist orders, aim to better manage wet weather flows. The San Francisco Bay Beaches TMDL requires the City of San Mateo to improve its collection system to reduce infiltration and inflow. We also continue to engage stakeholders to promote infrastructure improvements, including nature-based solutions, that provide resilience in the face of climate change.

Update on the State Water Resources Control Board's Consideration of the Municipal Regional Stormwater Permit (Thomas Mumley and Yuri Won)

Last May, the Board reissued the [Municipal Regional Stormwater NPDES Permit](#) ("MRP"). Thereafter, the State Water Resources Control Board ("State Water Board") received two petitions for review of the MRP. The first petition was jointly filed by the cities of Mountain View and Sunnyvale, which put the petition in abeyance, meaning that the petition is not active. The other petition was filed by Baykeeper, but it was submitted after the legal deadline, and accordingly, the State Water Board issued a letter saying that it will not be reviewing the petition. However, the State Water Board offered to convert Baykeeper's petition into a request for the State Water Board to consider reviewing the MRP under its own motion authority under Water Code section 13320, subdivision (a). Baykeeper accepted the offer.

In November, the State Water Board notified us and stakeholders that it was considering whether to initiate its own motion authority review of the MRP's alternative compliance provisions and invited responses. The alternative compliance provisions in the MRP pertain to the requirements for permittees to come into compliance with receiving water limitations associated with attaining water quality objectives for specific pollutants in specific water bodies, e.g., mercury and PCBs in San Francisco Bay, pesticides in urban creeks, bacteria in some streams or beach areas. Most of these provisions also implement applicable total maximum daily load and associated wasteload allocation and implementation requirements from the Basin Plan. Permittees that are in compliance with the alternative compliance provision requirements are not subject to enforcement for exceeding receiving water limitations during the term of the permit (some have referred to this as a deemed in compliance "safe harbor"). Responses to the State Water Board's invitation were due on February 21, 2023.

We submitted a response demonstrating that the State Water Board review of the MRP's alternative compliance provisions is unnecessary because the requirements are based on the best available science and information on pollutant sources and controls and comply with State Water Board precedential orders pertaining to alternative compliance provisions. Permittees also submitted responses stating the MRP provisions comply with the State Water Orders. Baykeeper submitted a response stating the State Water Board should conduct a review. It is unknown when the State Water Board will make its decision whether to initiate a review.

Staff Presentations at the Groundwater Resources Association's Annual Regulatory Update (Ross Steenson)

On January 18, staff from the Toxics Cleanup Division (Alec Naugle, Nicole Fry), Groundwater Protection Division (Alyx Karpowicz, Ross Steenson), and State Water Board (Roshani Dantas) presented a regulatory update to the Bay Area branch of the Groundwater Resources Association (GRA). The Groundwater Resources Association is a non-profit organization that promotes the protection and improvement of groundwater supply and quality.

Alec discussed several "news" items: recent staff and Board member changes; news and trends for some of our programs (Site Cleanup, Underground Storage Tanks, Cleanup, Land Disposal); and additional investigation trends regarding per- and polyfluoroalkyl substances.

Alyx presented recent sea level rise/groundwater level rise requirements for Bayfront landfills and described available tools to assist with conducting these evaluations. Nicole provided an overview of our June 2022, Vapor Intrusion Mitigation Guidance. She described our approach to vapor intrusion mitigation, explained the difference between remediation and mitigation, and stressed the importance of monitoring to demonstrate mitigation method effectiveness.

Roshani gave an update on the status of the Vapor Intrusion Amendment to State Water Board Resolution 92-49. She recounted the reasons for the update, related key changes to the draft language based on stakeholder feedback, summarized the review of vapor intrusion databases, and provided the current estimated schedule. Roshani also indicated that climate change language would be included as it relates to vapor intrusion.

Ross presented an overview of our case intake process, which is centered around the Department of Toxic Substances Control-Water Boards Brownfields Memorandum of Agreement. He shared some lessons learned and shed light on our broader case intake process (e.g., referrals from local agencies, spills). The audience of about 100 included environmental cleanup consultants, environmental attorneys, vendors, and dischargers.

Our staff has been making this annual presentation for over 20 years. This meeting continues to be the best attended meeting for this Groundwater Resources Association branch and provides a useful forum for staff to interact with the regulated community.

Enforcement Actions (Brian Thompson and James Parrish)

The following tables show the proposed and settled enforcement actions since February's report. Because the proposed settlements are pending and could come before the Board, *ex parte* communications are not allowed. Please refer to the [Pending Enforcement Liabilities and Penalties](#) webpage for more information on the details of the alleged violations and proposed settlements.

Proposed Settlements

The following have been noticed for 30-day public comment periods. If no significant comments are received by the deadlines, the Executive Officer will sign orders implementing these settlements.

Discharger	Violations	Proposed Penalty	Comment Deadline
City of St. Helena	Effluent Limitation Violations	\$147,300	March 6, 2023
City and County of San Francisco	Effluent Limitation Violations	\$238,300 ¹	February 17, 2023 ²

¹ Includes \$118,250 for a Supplemental Environmental Project for the Regional Monitoring Program to study temporal variability in sediment delivery to a North and Central San Francisco Bay salt marsh.

² The San Francisco Public Utilities Commission has not yet executed this settlement. It may do so ten days after the San Francisco Board of Supervisor approves it. The Board of Supervisors considered the settlement on February 28, 2023. We received no comments.

Settled Actions

On behalf of the Board, the Executive Officer approved the following:

Discharger	Violations	Imposed Penalty	Supplemental Environmental Project
Alameda Housing Associates, LP	Effluent Limitation Violations	\$9,000	none

401 Water Quality Certification Applications Received (Abigail Smith)

The table below lists those applications received for Clean Water Act section 401 water quality certification from January 25 through February 8, 2023. A check mark in the right-hand column indicates a project with work that may be in BCDC jurisdiction.

Project Name	City/Location	County	May have BCDC Jurisdiction
Palomares Road Mile Marker 0.77	Castro Valley	Alameda	
Eliot Facility Emergency Bank Stabilization	Pleasanton	Alameda	
Emergency A Street Slide Repair	Unincorporated	Alameda	
Mill Valley Sausalito Path Bridges 1 & 2 Repair	Mill Valley	Marin	✓
China Camp State Park Water Crossings Improvement Project (Four Crossings)	San Rafael	Marin	✓
Residences at Napa Junction	American Canyon	Napa	
Caltrans Napa SR128 PM 16 Slipout Emergency Repair	St. Helena	Napa	
Ralston Ave Creek Bank Recovery	Hillsborough	San Mateo	
1319 Westridge Drive Emergency Creek Bank Stabilization	Portola Valley	San Mateo	
Portland Elbow Extension	Fairfield	Solano	

WHATS HAPPENINGS TRI CITY VOICE

This space for filing stamp only

39737 PASEO PADRE PKWY, FREMONT, CA 94538
Telephone (510) 494-1999 / Fax (510) 796-2462

DIANA PINO
UNION SANITARY DISTRICT/ENVIRON COMPLIAN
5072 BENSON ROAD
UNION CITY, CA - 94587

CNS#: 3681992

Public Notice
FOR IMMEDIATE RELEASE:
UNION SANITARY DISTRICT
5072 BENSON ROAD
UNION CITY, CA 94587

CONTACT: RAYMOND CHAU (510) 477-7606
NOTICE OF SIGNIFICANT VIOLATOR

Notice is hereby given that, pursuant to the requirements of 40 CFR Section 403.8 (f) (2)(viii) of the General Pretreatment Regulations for New and Existing Sources, the Union Sanitary District (USD) is required to publish the names of all dischargers to the District's wastewater treatment plant that were in Significant Non-Compliance (SNC) with EPA Pretreatment Regulations and/or the District's Sewer Ordinance No. 36.04 requirements at any time during the 2022 calendar year.

The following dischargers to Union Sanitary District's treatment plant had significant violations during 2022:

Electrochem Solutions, Inc.
32500 Central Avenue
Union City, CA 94587

Electrochem Solutions submitted a Periodic Report of Continued Compliance (PRCC) sample taken on November 18, 2022. The sample indicated a Cyanide concentration of 3.5 mg/L, which exceeds the Metal Finishing Federal Daily Maximum limit of 1.20 mg/L and the Monthly Average limit of 0.65 mg/L. Electrochem Solutions was issued Notice of Violation N23-001, which required it to determine the cause of the violation, take immediate action to prevent a reoccurrence and to perform self-monitoring to confirm its compliance status. Electrochem Solutions was issued an Administrative Penalty, which has been paid.

Electrochem Solutions was classified as Significant Non-Compliance (SNC) for exceeding the Chronic violation standards for the Federal Daily Maximum and Monthly Average Limit for Cyanide and the during the July - December Evaluation Period of 2022 in accordance with 40 CFR 403.8(f)(2)(viii)(B), which is defined as those in which 66 percent or more of all the measurements taken for the same pollutant parameter during a 6-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(l).

Additionally, Electrochem Solutions was classified as Significant Non-Compliance (SNC) for exceeding the Technical Review Criteria (TRC) for the Federal Daily Maximum and Monthly Average Limit for Cyanide and the during the July - December Evaluation Period of 2022 in accordance with 40 CFR 403.8(f)(2)(viii)(B), defined as those in which 33 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH).

Global Plating, Inc.
44620 S. Grimmer Boulevard
Fremont, CA 94538

A Federal sample collected by USD on April 14, 2022, detected Zinc concentration of 2.2156

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of ALAMEDA) ss

Notice Type: GPN - GOVT PUBLIC NOTICE

Ad Description:
2022 SNC Public Notice

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the WHATS HAPPENINGS TRI CITY VOICE, a newspaper of general circulation in the city of Fremont, county of Alameda as defined by the laws of the State of California by the Superior Court of the County of Alameda, State of California under date 05/08/2015, case no. HG14716669. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

03/28/2023

Executed on: 03/29/2023
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



* A 90 093 0 0 6 2 6 9 9 3 9 *

Email

mg/L, which exceeds the Metal Finishing Federal Monthly Average Limit of 1.48 mg/L. Global Plating was issued Notice of Violation N22-004, which required it to determine the cause of the violation, take immediate action to prevent a reoccurrence and to perform self-monitoring to confirm its compliance status. Global Plating was issued an Administrative Penalty, which has been paid.

Global Plating was classified as Significant Non-Compliance (SNC) for exceeding the Technical Review Criteria (TRC) Federal Monthly Average Limit for Zinc during the January - June Evaluation Period of 2022 in accordance with 40 CFR 403.8(f)(2)(viii)(B), defined as those in which 33 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH).

Safety-Kleen of California, Inc.
6880 Smith Avenue
Newark, CA, 94560

A routine sample collected by USD on September 20, 2022, detected Phenolics concentration of 9.4 mg/L, which exceeds USD Local Limit of 5.0 mg/L. Safety-Kleen was issued Notice of Violation N22-007, which required it to determine the cause of the violation, take immediate action to prevent a reoccurrence, and to perform self-monitoring to confirm its compliance status. Safety-Kleen was issued an Administrative Penalty, which has been paid.

Safety-Kleen was classified as Significant Non-Compliance (SNC) for exceeding the Technical Review Criteria (TRC) Local Limit for Phenolics during the April - September Evaluation Period of 2022 in accordance with 40 CFR 403.8(f)(2)(viii)(B), defined as those in which 33 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH).

3/28/23

CNS-3681992#

Argus

c/o Bay Area News Group-East Bay
41424 Christy St.
Fremont, CA 94538
510-403-4483

2003193

CALIF. NEWSPAPER SVC.
BILLING DEPT.
PO BOX 60460
LOS ANGELES, CA 90060

PROOF OF PUBLICATION

FILE NO. 3681991

Argus

The Argus

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the Legal Advertising Clerk of the printer and publisher of The Argus, a newspaper published in the English language in the City of Fremont, County of Alameda, State of California.

I declare that the Argus is a newspaper of general circulation as defined by the laws of the State of California as determined by this court's order dated July 28, 2008 in the action entitled In the Matter of the Ascertainment and Establishment of the Standing of The Argus as a Newspaper of General Circulation, Case Number HG08-390724. Said order states "The Argus" has been established, printed and published in the City of Fremont, County of Alameda, State of California; That it is a newspaper published daily for the dissemination of local and telegraphic news and intelligence of general character and has a bona fide subscription list of paying subscribers; and... THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED... That "The Argus" is a newspaper of general circulation for the City of Fremont, County of Alameda, California. Said order has not been revoked.

I declare that this notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

03/31/2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Richmond, California.
On this 31th day of March, 2023.

Aravind L. Lloyd

Public Notice Advertising Clerk



Public Notice
FOR IMMEDIATE RELEASE:
UNION SANITARY DISTRICT
5072 BENSON ROAD
UNION CITY, CA 94587

CONTACT: RAYMOND CHAU (510) 477-7606
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defined by 40 CFR 405.3(a) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH).

3/31/23
CNS-3681991#
THE ARGUS

AR 6740043 Mar. 31, 2023