



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

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

**Monday, March 25, 2024
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. | <hr/> |
| | 2. Salute to the Flag. | <hr/> |
| | 3. Roll Call. | <hr/> |
| Motion | 4. Appoint a Boardmember to Serve as Secretary Pro Tem. | <hr/> |
| Motion | 5. Approve Minutes of the Union Sanitary District Board Meeting of March 11, 2024. | <hr/> |
| Motion | 6. Approve Minutes of the Union Sanitary District Board Meeting of March 13, 2024. | <hr/> |
| Information | 7. February 2024 Monthly Operations Report <i>(to be reviewed by the Budget & Finance and Legal/Community Affairs Committees).</i> | <hr/> |
| | 8. Written Communications. | <hr/> |
| | 9. 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. | <hr/> |
| Motion | 10. Review and Consider Approval of Classified Publicly Available Pay Schedule Effective March 1, 2024 <i>(to be reviewed by the Personnel Committee).</i> | <hr/> |
| Motion | 11. Boardmember Compensation for Fiscal Year 2024/2025 <i>(to be reviewed by the Budget & Finance Committee).</i> | <hr/> |
| Motion | 12. Award a Contract for the Supply of Medium-Voltage Transformers for the Enhanced Treatment and Site Upgrade Phase 1B Project <i>(to be reviewed by the Engineering and Information Technology Committee).</i> | <hr/> |
| Motion | 13. Consider Confirming and Declaring the Need to Continue the Emergency Action to Repair a Sinkhole on Cushing Parkway in the City of Fremont <i>(to be reviewed by the Engineering and Information Technology Committee).</i> | <hr/> |

- Motion 14. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Degenkolb Engineers for the Force Main Stabilization at Alameda Creek Project *(to be reviewed by the Engineering and Information Technology Committee)*.
-
- Motion 15. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Woodard & Curran, Inc. for the FY24 Gravity Sewer Rehabilitation/Replacement Project *(to be reviewed by the Engineering and Information Technology Committee)*.
-
- Information 16. Check Register.
-
- Information 17. Committee Meeting Reports. *(No Board action is taken at Committee meetings)*:
- a. Personnel Committee – Wednesday, March 20, 2024, at 2:30 p.m.
 - Director Lathi and Director Toy
 - b. Budget & Finance Committee – Thursday, March 21, 2024, at 1:30 p.m.
 - Director Handley and Director Kite
 - c. Engineering and Information Technology Committee – Friday, March 22, 2024, at 10:00 a.m.
 - Director Fernandez and Director Toy
 - d. Legal/Community Affairs Committee – Friday, March 22, 2024, at 11:30 a.m.
 - Director Kite and Director Lathi
 - e. Legislative Committee – will not meet.
 - f. Personnel Committee – will not meet.
-
- Information 18. General Manager’s Report *(Information on recent issues of interest to the Board)*.
-
19. Other Business:
- a. Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
 - b. Scheduling matters for future consideration.
-
20. Adjournment – The Board will adjourn to the next Regular Board Meeting to be held in the Boardroom on Monday, April 8, 2024, 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.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

PERSONNEL COMMITTEE MEETING
Committee Members: Director Lathi and Director Toy

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

AGENDA
Wednesday, March 20, 2024
2:30 P.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

THIS MEETING WILL BE TELECONFERENCED FROM 4834 RICHMOND AVENUE, FREMONT, CALIFORNIA AND THE GUEST PARKING AREA LOCATED ON OCASO CAMINO, WEST OF AND CLOSEST TO THE INTERSECTION OF PASEO PADRE PARKWAY IN FREMONT, CALIFORNIA.

THE TELECONFERENCE LOCATIONS SHALL BE ACCESSIBLE TO THE PUBLIC.

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.
 - Alvarado Conference Room
 - Teleconference Locations

4. Items to be reviewed for the Regular Board meeting of March 25, 2024:
 - Review and Consider Approval of Classified Publicly Available Pay Schedule Effective March 1, 2024

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.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

BUDGET & FINANCE COMMITTEE MEETING
Committee Members: Director Kite and Director Handley

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

AGENDA
Thursday, March 21, 2024
1:30 P.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

THIS MEETING WILL BE TELECONFERENCED FROM STIRLING COURT NEAREST LAKE BOULEVARD, NEWARK, CALIFORNIA AND 851 UINTA COURT, FREMONT, CALIFORNIA.

THE TELECONFERENCE LOCATIONS SHALL BE ACCESSIBLE TO THE PUBLIC.

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.

- Alvarado Conference Room
 - Teleconference Locations
-

4. Items to be reviewed for the Regular Board meeting of March 25, 2024:

- February 2024 Monthly Operations Report – Financial Reports
 - Boardmember Compensation for Fiscal Year 2024/2025
-

5. Adjournment

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

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Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

**ENGINEERING AND INFORMATION TECHNOLOGY
COMMITTEE MEETING**
Committee Members: Director Fernandez and Director Toy

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

AGENDA
Friday, March 22, 2024
10:00 A.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

THIS MEETING WILL BE TELECONFERENCED FROM 4834 RICHMOND AVENUE, FREMONT, CALIFORNIA.

THE TELECONFERENCE LOCATION SHALL BE ACCESSIBLE TO THE PUBLIC.

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.
 - Alvarado Conference Room
 - Teleconference Location

4. Items to be reviewed for the Regular Board meeting of March 25, 2024:
 - Award a Contract for the Supply of Medium-Voltage Transformers for the Enhanced Treatment and Site Upgrade Phase 1B Project
 - Consider Confirming and Declaring the Need to Continue the Emergency Action to Repair a Sinkhole on Cushing Parkway in the City of Fremont
 - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Degenkolb Engineers for the Force Main Stabilization at Alameda Creek Project
 - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Woodard & Curran, Inc. for the FY24 Gravity Sewer Rehabilitation/Replacement 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.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING

Committee Members: Director Kite and Director Lathi

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

AGENDA

Friday, March 22, 2024

11:30 A.M.

Karen W. Murphy
Attorney

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

**THIS MEETING WILL BE TELECONFERENCED FROM THE FOLLOWING LOCATIONS:
STIRLING COURT NEAREST LAKE BOULEVARD, NEWARK, CALIFORNIA; THE GUEST
PARKING AREA LOCATED ON OCASO CAMINO, WEST OF AND CLOSEST TO THE
INTERSECTION OF PASEO PADRE PARKWAY IN FREMONT, CALIFORNIA.**

THE TELECONFERENCE LOCATIONS SHALL BE ACCESSIBLE TO THE PUBLIC.

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.

- Alvarado Conference Room
 - Teleconference Locations
-

4. Items to be reviewed for the Regular Board meeting of March 25, 2024:

- February 2024 Monthly Operations Report – Odor and Work Group Reports
-

5. Adjournment

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

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.



USD TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**MARCH 25, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM #4**

TITLE: **Appoint a Boardmember to Serve as Secretary Pro Tem (*This is a Motion Item*)**

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

Recommendation

Staff recommends the Board appoint a Boardmember to serve as Secretary Pro Tem in the event the Secretary is absent.

Discussion

Policy 3070, Board Officers and Committee Membership, designates the offices of President, Vice President, and Secretary, and provides that the Vice President serves as President in the absence of the President, and that the Secretary serves as Vice President when the Vice President is absent. However, the policy does not address who serves as the Secretary in the event that the Secretary is absent. At a recent Board meeting, the Board appointed a Secretary Pro Tem (“for the time being”) for that particular meeting when the Secretary could not attend. In order to alleviate the need to appoint a Secretary Pro Tem on a meeting by meeting basis if the Secretary is absent in the future, it would be appropriate for the Board to designate a specific Boardmember to serve as Secretary Pro Tem in the absence of the Secretary. This would be similar to the way absences of other two officers are treated.

Attachment

Policy No. 3070 – Boardmember Officers and Committee Membership

Union Sanitary District
Policy and Procedure Manual

Effective: 4/26/2021	Boardmember Officers and Committee Membership	Policy Number 3070 Page 1 of 4
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Policy

Selection of Board Officers will be held annually at the first regular meeting following the certification of Board election results in election years or approximately one year after the election of Board Officers in non-election years. Internal Board committee memberships and Board representation for External Committees shall be established following the selection of the Board Officers.

Purpose

To provide a written record of the procedure approved by the Board for electing its Officers and establishing its committee memberships.

Procedure

Board Officers

1. The Officers are President, Vice President, and Secretary and the term of office shall be for approximately one year, allowing for flexibility depending on the date of the election for Boardmembers. In election years, which occur every two years, the term shall run until after certification of election results. In non-election years, the term shall end and begin on such date as determined by the Board to allow for approximate one-year terms, with the understanding that terms may be either longer or shorter than one year depending on the date of the next District election.
2. The Board may, by motion, amend the titles of President and Vice President to Chair and Vice Chair, respectively, provided that the Chair, regardless of title, shall act as the “president” pursuant to California Health & Safety Code Section 6486. Throughout this Policy, the titles President and Vice President shall be used interchangeably with Chair and Vice Chair.
3. The President shall preside over the meetings of the Board of Directors and be responsible for the following:
 - a. maintaining order and following the published agenda
 - b. ensuring Boardmembers are allowed to participate in discussions
 - c. allowing the public to speak on agenda items
 - d. facilitating dialog among the public, staff, and Boardmembers
 - e. appointment of members of the Board of Directors to Internal Committee assignments
 - f. signing resolutions, ordinances, and construction contracts on behalf of the District

- g. representing the Board of Directors on issues or at events as designated by the full Board

The Vice President shall fulfill the duties of the President when the President is absent or otherwise unavailable.

The Secretary shall ensure the recording of the minutes of the Board of Directors meetings and sign the adopted Minutes, shall sign all Resolutions and Ordinances passed by the District, and shall serve as Vice President when the Vice President is absent or otherwise unavailable. If the President and Vice President are both absent, and a quorum is present, the Secretary shall preside over the meetings of the Board of Directors as the Board President.

4. During election years, the newly elected Boardmembers shall be sworn in as the first item of business on the agenda followed immediately by the selection of the Board Officers. During non-election years, the selection of the Board Officers shall be considered after the last motion item on the agenda. The Board shall elect the President, Vice-President, and Secretary for terms as set forth in Section 1 above. The election or removal of the President, Vice-President, or Secretary shall require a majority vote of the Board. The Board may choose to follow a rotation of officers.

The Board officers in office at the beginning of the meeting shall retain their positions until the adjournment of the meeting and the newly selected Board Officers shall assume their duties immediately following this meeting.

Internal Board Committee Memberships

1. Internal committees are: Budget and Finance; Engineering and Information Technology; Legal/Community Affairs; Legislative; Personnel; and Audit Committee. There is no fixed schedule for meetings set by this policy and appointments are made by the President, as set forth below. Notwithstanding the above, meetings are noticed and open to the public.
2. Annually, following the election of Board officers, and at the same meeting as the election of the officers, Directors shall be provided a list of the internal committees along with an internal committee interest form. The internal committee interest form shall be completed in order of preference and provided to the General Manager, or designee, no later than 11 calendar days in advance of the next Board meeting.
3. The President is delegated the authority to appoint Directors to the internal committees. The President shall make every effort to rotate committee assignments and ensure a similar number of committee assignments for each Board member. Notice of internal committee membership appointments will be contained in an information item to the Board at the next regularly scheduled meeting following the selection of the Board Officers. The determination of the Board President on committee assignments shall be

considered final.

- 4. Ad Hoc committees are called as needed by a majority vote of the Board of Directors.

External Commissions / Committee Representatives (CCR)

- 1. External commissions/committees include: the EBDA Commission; the Joint Powers Authority for Geographic Information Systems; the Alameda County Water District Finance Authority (ACWDFA); and the Alameda County Chapter of the California Special Districts Association.
- 2. Membership on the EBDA Commission shall be a maximum of two consecutive years, with a possible three years in exceptional circumstances if approved by the Board.
- 3. The Board of Directors will elect representatives for External Committees annually. At the same meeting as the election of officers, Directors shall be provided a list of external committees along with an external committee interest form. The external committee interest form shall be completed in order of preference and provided to the General Manager, or designee, no later than 11 calendar days in advance of the meeting. The external committee interests shall be compiled in a motion item staff report by the General Manager, or designee, and provided to the Board for consideration. The Board shall elect the external committee representatives for one-year terms to start on July 1 of each year, or as otherwise decided by the Board majority, unless the assignment is vacant, in which case the term shall begin immediately upon election. The Board may choose to follow a rotation for representatives. The election or removal of external committee representatives shall require a majority vote of the Board.

Management Responsibility

The General Manager will be responsible for scheduling on the Board agenda, the election or appointment of Board officers and external commissions, pursuant to the schedule shown above. The General Manager, or designee, will provide the following to the new President, with copies to the Board: (1) a list of the last ten years and current committee memberships; (2) a copy of this policy; and (3) a list of internal committee interests. In consultation with the Board President, the General Manager will also be responsible for scheduling on the Board agenda the announcement of internal committee appointments.

Supersedes Policy Dated: July 2004, September 2005, January 2008, September 2010, October 2013, December 2016, December 2019

Approved by:	Board of Directors, April 2021
Reviewers:	General Manager, Board of Directors, District’s attorney
Notify Person:	General Manager
Review frequency:	Every 3 years
Next Review:	April 2024

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING
AUTHORITY
March 11, 2024**

CALL TO ORDER

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

SALUTE TO THE FLAG

President Fernandez led the salute to the flag.

ROLL CALL

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

ABSENT: Tom Handley, Secretary

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
Robert Simonich, Fabrication, Maintenance, and Construction Manager
Alisa Gordon, Human Resources Manager
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Michael Dunning, Environmental Compliance Coach
Karoline Terrazas, Organizational Performance Coordinator
Trieu Nguyen, IT Administrator
Rebecca Ingalls, Administrative Specialist
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

VISITORS: Justin Resuello, PFM Asset Management

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF
FEBRUARY 26, 2024**

It was moved by Vice President Toy, seconded by Director Lathi, to Approve the Minutes of the Board Meeting of February 26, 2024. Motion carried with the following vote:

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

FISCAL YEAR 2024 2ND QUARTER MANAGED INVESTMENT PORTFOLIO REPORT FROM PFM

This item was reviewed by the Investment Portfolio Ad Hoc. Business Services Manager/CFO Carlson introduced PFM Client Manager Resuello who provided an overview of the Investment Report included in the Board meeting packet and responded to questions from Boardmembers.

FISCAL YEAR 2024 2ND QUARTER DISTRICT-WIDE BALANCED SCORECARD

This item was reviewed by the Legal/Community Affairs Committee. Organizational Performance Coordinator Terrazas provided an overview of the Balanced Scorecard included in the Board meeting packet.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

CONSIDER CONFIRMING AND DECLARING THE NEED TO CONTINUE THE EMERGENCY ACTION TO REPAIR A SINKHOLE ON CUSHING PARKWAY IN THE CITY OF FREMONT

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Chau stated, on February 12, 2024, the Board adopted a resolution declaring the need to authorize an emergency and the expenditure of funds to allow staff to proceed with the expeditious repair of a sinkhole on Cushing Parkway in the City of Fremont. Following adoption of the resolution, staff issued written notification to McGuire and Hester to commence services in accordance with the District's emergency services contract. McGuire and Hester developed and submitted required traffic control plans/permit applications to the City of Fremont. The public contract code requires the Board review the status of the emergency action at every regularly scheduled Board meeting following adoption of the resolution until the action has been terminated. Staff recommended the Board reaffirm the February 26, 2024 declaration and declare the continuance of the emergency action to repair a sinkhole on Cushing Parkway in the City of Fremont.

It was moved by Director Lathi, seconded by Vice President Toy, to Reaffirm the February 26, 2024, Continuance of the Emergency, and to Declare the Continuance of the Emergency Action to Repair a Sinkhole on Cushing Parkway in the City of Fremont. Motion carried with the following four-fifths vote:

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

AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH THE CITY OF UNION CITY FOR EMERGENCY BUILDING INSPECTION PROGRAM

This item was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Chau stated the proposed agreement sets forth the terms under which District staff would be allowed to inspect District offices, which would otherwise require inspection by City staff, for occupancy after an earthquake. In the event of a major earthquake, staff anticipate City of Union City building inspectors will likely be dispatched to first inspect the City's essential facilities. Staff believe it would be prudent to ensure timely continuous operations to enter into an agreement with the City of Union City to allow District staff to perform required inspections of District facilities and reduce inspection times while maintaining safety protocols. Staff recommended the Board authorize the General Manager to execute an agreement with the City of Union City for the Emergency Building Inspection Program, in the form attached with minor revisions as may be approved by the General Manager in consultation with General Counsel.

It was moved by Vice President Toy, seconded by Director Lathi, to Authorize the General Manager to Execute an Agreement with the City of Union City for the Emergency Building Inspection Program. Motion carried with the following vote:

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

INFORMATION ITEMS:

Publication of Confluent Medical Technologies, Inc. and Safety-Kleen of California, Inc. as Significant Violators in 2023

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. 56.04 any time during the 2023 calendar year. Confluent Medical Technologies, Inc. was issued Notice of Violation N23-014 and an administrative penalty, which has been paid. Safety-Kleen of California, Inc. was issued Administrative Order AO-23-001 and an administrative fine, 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.

Report on the East Bay Dischargers Authority Meeting of February 15, 2024

Director Lathi provided an overview of the EBDA Commission meeting minutes included in the Board meeting packet.

Check Register

There were no questions regarding the check register.

COMMITTEE MEETING REPORTS:

The Investment Portfolio Ad Hoc, Legislative, Engineering and Information Technology, Legal/Community Affairs, and Budget & Finance Committees met.

GENERAL MANAGER’S REPORT:

- General Manager Eldredge provided a COVID update.
- General Manager Eldredge stated the Mid-Year Budget Board Workshop will be held in the Boardroom on March 13, 2024, and a Combined Board Workshop will be held March 19, 2024 in the Boardroom.
- General Manager Eldredge stated comments were due March 6, 2024, for the 3rd watershed permit issued by the Water Quality Control Board. Bay Area Clean Water Agencies (BACWA) submitted a comment letter which included a request that the Regional Board honor its earlier comments in regard to incentives for early adopters of nutrient reduction projects. An updated draft of the 3rd watershed permit will soon be released for review in advance of the public hearing to be held later this Spring.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 4:21 p.m. to a Special Board Meeting to be held in the Boardroom on Wednesday, March 13, 2024, at 4:00 p.m.

The Board will then adjourn to a Special Board Meeting to be held in the Boardroom on Tuesday, March 19, 2024, at 4:00 p.m.

The Board will then adjourn to the next Regular Meeting to be held in the Boardroom on Monday, March 25, 2024, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

TOM HANDLEY
SECRETARY

APPROVED:

MANNY FERNANDEZ
PRESIDENT

Adopted this 25th day of March 2024

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
March 13, 2024**

CALL TO ORDER

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

ROLL CALL

PRESENT: Manny Fernandez, President
Jennifer Toy, Vice President
Anjali Lathi, Director

ABSENT: Tom Handley, Secretary
Pat Kite, Director

STAFF: Paul Eldredge, General Manager/District Engineer
Mark Carlson, Business Services Manager/CFO
Armando Lopez, Treatment and Disposal Services Manager
Jose Rodrigues, Collection Services Manager
Raymond Chau, Technical Services Manager
Robert Simonich, Fabrication, Maintenance, and Construction Manager
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Chris Pachmayer, Fabrication, Maintenance, and Construction Coach
Ed Tatola, Fabrication, Maintenance, and Construction Coach
Gus Carrillo, Enhanced Treatment and Site Upgrade Assistant Program Manager

PUBLIC COMMENT

There was no public comment.

BOARD WORKSHOP

General Manager Eldredge and Business Services Manager/CFO Carlson presented the Fiscal Year 2024 Mid-Year Operating Budget, and Technical Services Manager Chau presented the Capital Improvements Projects Budget.

ADJOURNMENT:

The special meeting was adjourned at approximately 4:45 p.m. to a Special Board Meeting to be held in the Boardroom on Tuesday, March 19, 2024, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

TOM HANDLEY
SECRETARY

APPROVED:

MANNY FERNANDEZ
PRESIDENT

Adopted this 25th day of March, 2024



Union Sanitary District

Monthly Operations Report February 2024



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2024 MONTHLY OPERATIONS REPORT

The February 2024 Monthly Operations Reports highlights the District's performance in the following areas:

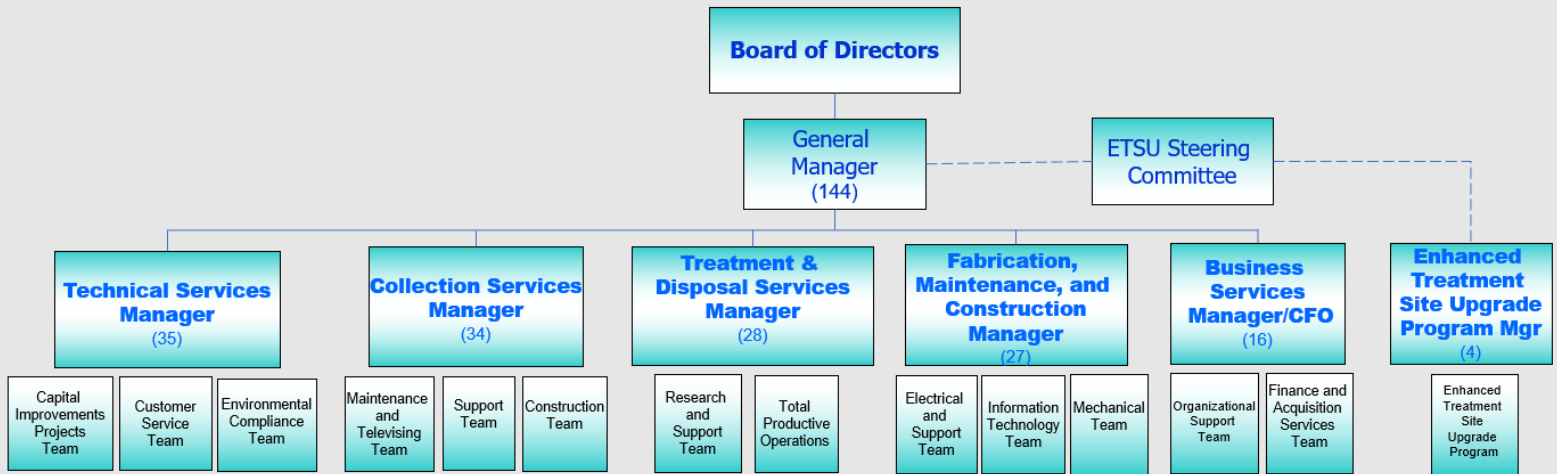
- **Organizational Overview**
- **Financial Reports**
 - Budget and Finance Report
 - Investment Portfolio
 - Portfolio Holdings by Asset Class and by Maturity Range
- **Customer Relations**
 - Odor Investigations and Response
 - Service Request and Response
 - Communication and Outreach
- **Plant Operations**
- **Maintenance Report**
 - Collection System
 - Plant and Pump Stations
 - Information Technology
- **Capital Improvement Projects (CIP) Report**
 - Current Construction Projects
 - Studies and Designs
- **Permitting and Inspections**
- **Staffing and Personnel**



Organizational Overview

2024 MONTHLY OPERATIONS REPORT

Union Sanitary District operates a 33-acre wastewater treatment facility in Union City and provides collection, treatment, and disposal services to a total population of over 356,000 in Fremont, Newark and Union City, California. The District maintains over 839 miles of underground pipeline in its service area.



Executive Team

Paul Eldredge	General Manager/District Engineer	Oversees District operations and liaison to the Board of Directors
Mark Carlson	Business Services/CFO	Includes Finance, Purchasing, Human Resources, and Safety
Jose Rodrigues	Collection Services	Maintains, and repairs the sewer lines and manholes throughout the service area
Raymond Chau	Technical Services	Permits and inspections, pretreatment program, and capital improvements
Armando Lopez	Treatment and Disposal Services	Operates the treatment plant, process and analyze wastewater samples
Robert Simonich	Fabrication, Maintenance, and Construction	Information technology, equipment installation, service, repair for the plant and pump stations



Financial Report

2024 MONTHLY OPERATIONS REPORT

Total Revenues and Expenditures

FY 2024

Year-to-date as of 2/29/2024

67% of year elapsed

Revenues

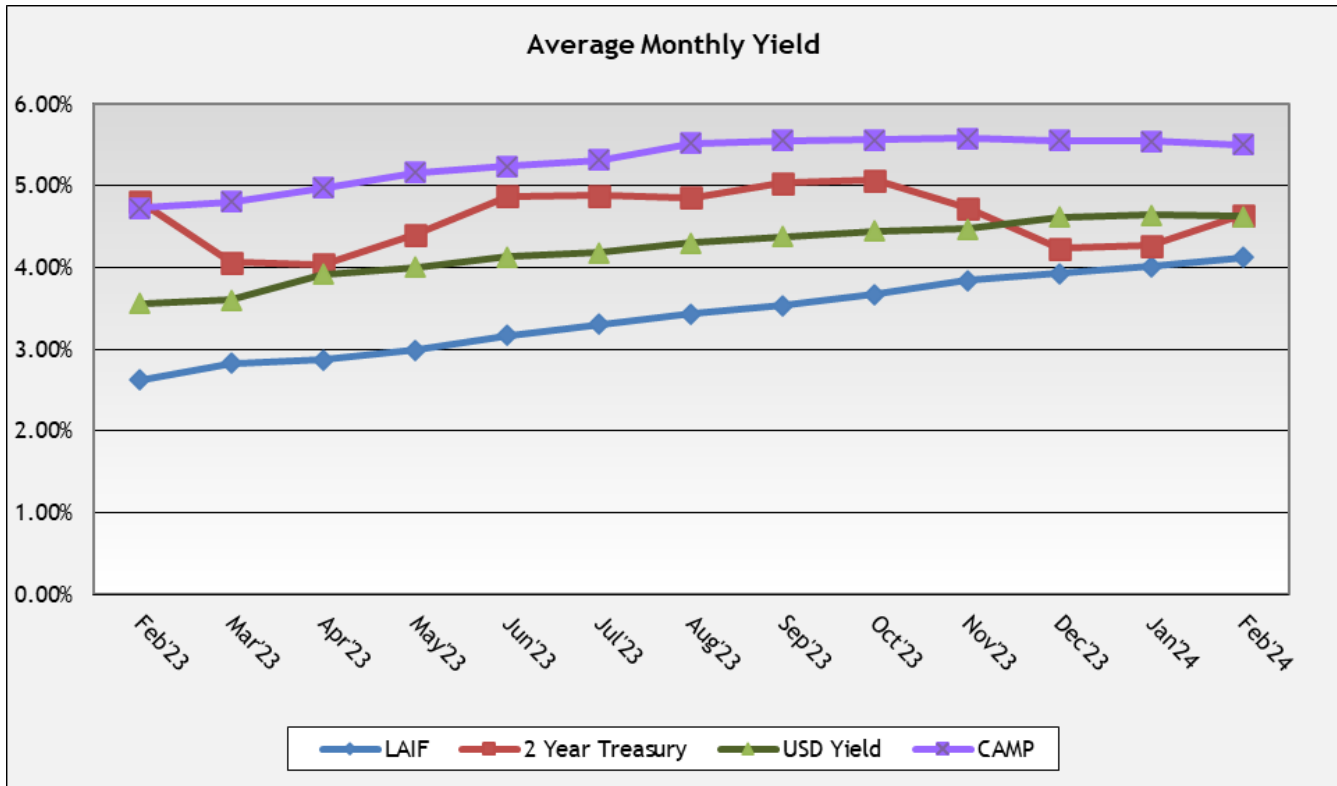
	Budget	Actual	% of Budget Rec'd	Audited Last Year Actuals 6/30/23
Capacity Fees	\$ 8,420,000	\$ 1,989,603	24%	\$ 7,371,192
Sewer Service Charges	84,200,000	43,039,269	51%	77,986,322
Operating (Includes work groups and fund 85)	1,353,500	813,818	60%	1,372,027
Interest	3,850,000	6,283,622	163%	5,736,464
Misc. (Annex fees, forfeited deposits)	11,276	15,134	134%	654,626
Subtotal Revenues	\$ 97,834,776	\$ 52,141,446	53%	\$ 93,120,631
SRF Funds Draw Down (Standby Power)	12,296,700	20,552,430	167.1%	-
Total Revenues + Bond Proceeds	\$ 110,131,476	\$ 72,693,876	66%	\$ 93,120,631

Expenses

	Budget	Actual	% of Budget Used	Audited Last Year Actuals 6/30/23
Capital Improvement Program:				
Capacity Proj.	\$ 13,948,200	\$ 13,395,441	96%	\$ 10,249,515
Renewal & Repl. Proj.	71,055,900	40,710,202	57%	56,652,197
Operating (includes fund 85)	55,246,877	35,241,413	64%	49,798,555
Special Projects	4,154,384	385,148	9%	855,302
Retiree Medical (ADC)	1,475,000	268,120	18%	404,259
115 Pension Trust	6,400,000	1,280,000	20%	-
Vehicle & Equipment	187,300	72,135	39%	176,662
Information Systems	1,199,800	662,057	55%	542,449
Plant & Pump Stat. R&R	400,000	217,744	54%	308,301
Emerg. Fund	-	-	0%	-
Cty Fee for SSC Admin.	124,000	56,612	46%	112,512
Debt Servicing:				
SRF Loans	-	-	0%	-
Bonds	9,017,080	7,245,869	80%	8,964,016
WIFIA	17,000	18,100	106%	17,000
Debt Issuance	100,000	-	0%	-
Total Expenses	\$ 163,325,541	\$ 99,552,840	61%	\$ 128,080,768
Total Revenue & Proceeds less Expenses	\$ (53,194,065)	\$ (26,858,963)		(34,960,137)

Investment Portfolio

Performance Measures for the USD Investment Portfolio



	Oct'23	Nov'23	Dec'23	Jan'24	Feb'24
LAIF	3.67%	3.84%	3.93%	4.01%	4.12%
2 Year Treasury	5.07%	4.73%	4.23%	4.27%	4.64%
USD Yield	4.45%	4.47%	4.61%	4.64%	4.63%
CAMP	5.56%	5.58%	5.55%	5.54%	5.50%

LAIF: Local Agency Investment Fund Yield

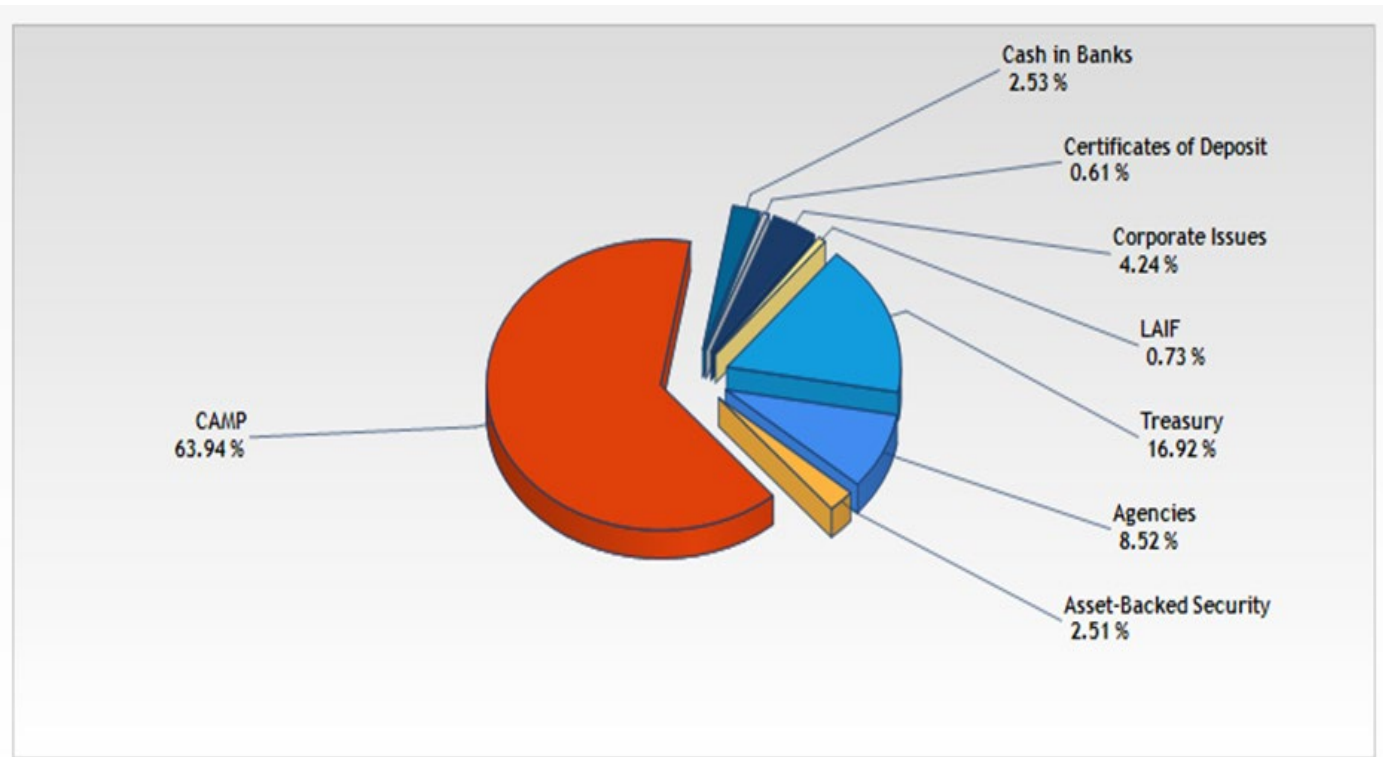
2 Year Treasury: Yield for investing in 2-Year U.S. Treasury security

USD Yield: Summarizes USD portfolio's yield

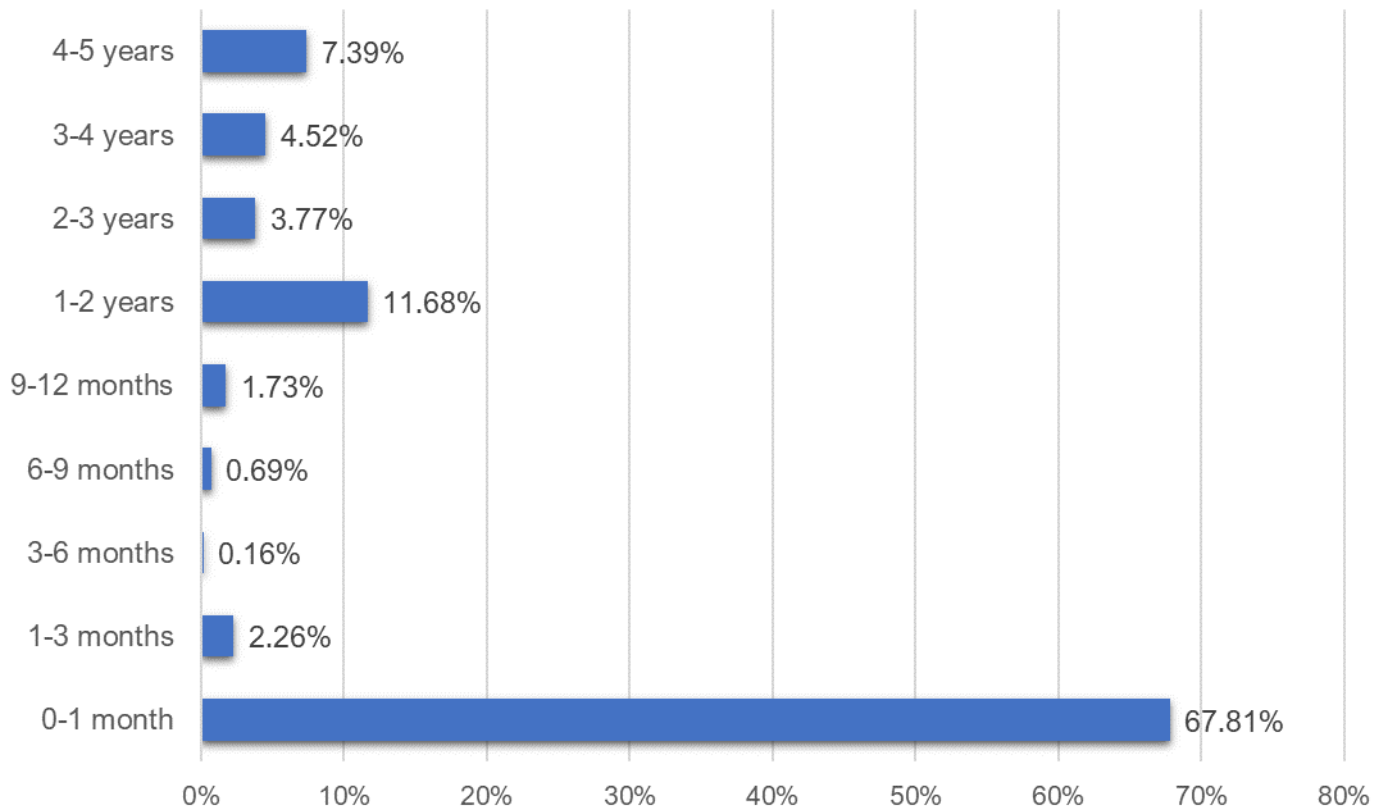
CAMP: California Asset Management Program Yield

Portfolio Holdings by Asset Class and by Maturity Range

Portfolio Holdings Distribution by Asset Class



Portfolio Holdings Distribution by Maturity Range



Union Sanitary District Odor Map and Report

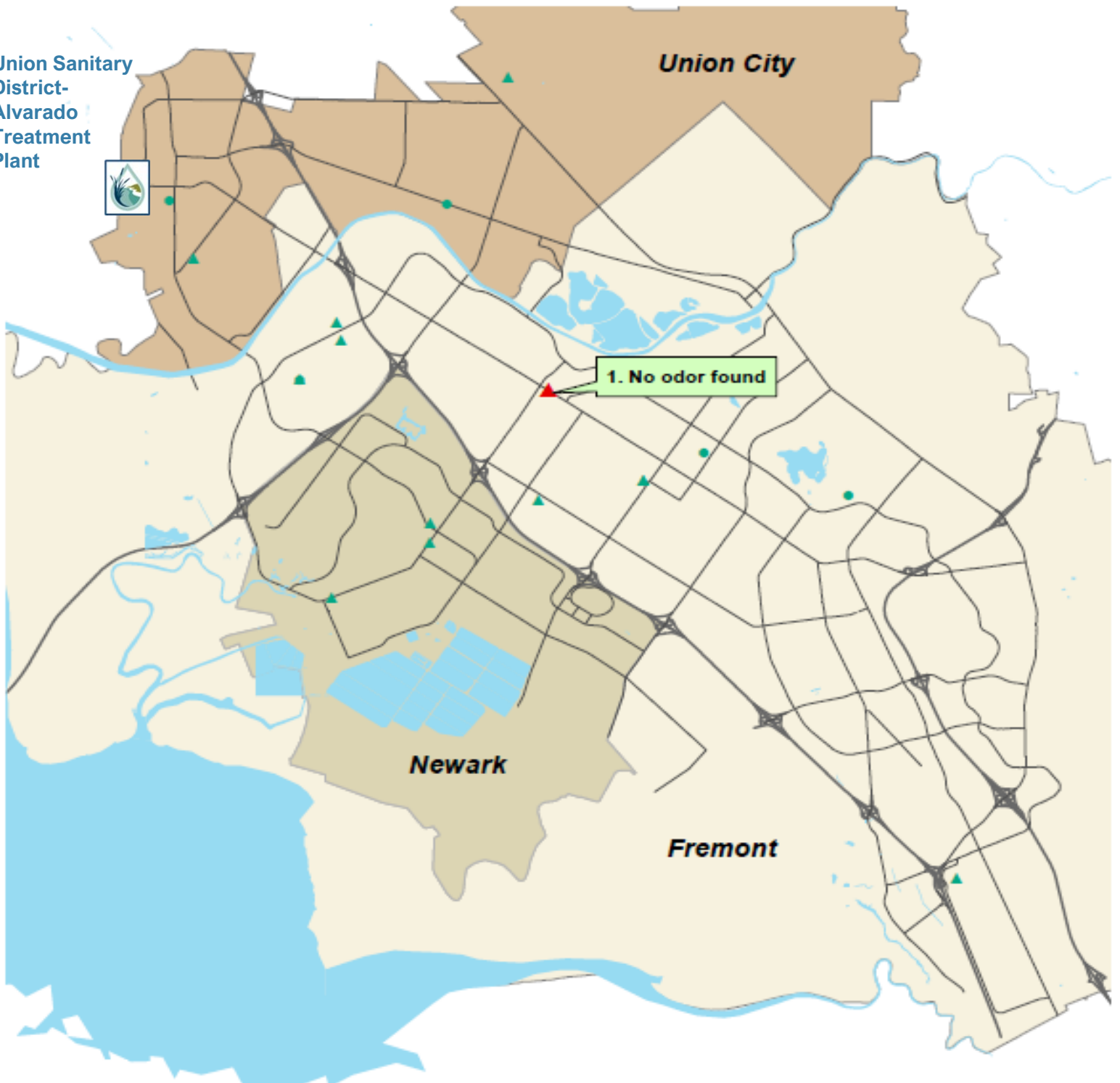
During the recording period between February 1, 2024 through February 29, 2024, there was 1 odor related service request received by the District.

City	Fremont		
District Related:	No	Date/Time:	2/3/2024 10:27AM
Location:	Fremont Boulevard	Reported by:	Umesh Patel
Weather/Temp:	Cloudy / 54 degrees	Wind:	Southeast / 8mph

Response and Follow-up: A report of an intermittent foul odor coming from one of two bathrooms inside a local business was received. A trouble call inspector responded to the location. No odor was detected inside or outside the business. The inspector checked the USD mains in the area; flow was normal and no obstructions were observed. The inspector went over the findings with the business owner, who was onsite during the inspection.

Union Sanitary District Odor Map and Report

Union Sanitary District-
Alvarado
Treatment
Plant



Legend

Odor Complaints: February 2024

- ★ Odor found, USD resolved (0)
- Odor found, not related to USD (0)
- ▲ No odor found (1)

Odor Complaints: Mar. 2023 to Jan. 2024

- ★ Odor found, USD resolved (0)
- Odor found, not related to USD (5)
- ▲ No odor found (12)

Location of Odor Reports March 2023 to February 2024





Customer Relations

2024 MONTHLY OPERATIONS REPORT

Customer Service Response

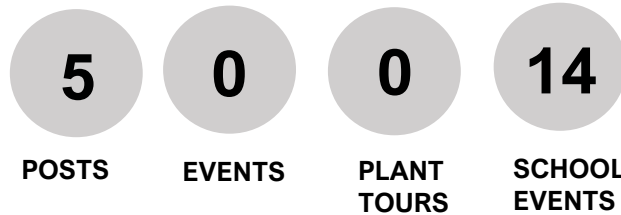
Front Desk Trouble Calls

Service calls that require immediate attention to support customer needs. Dispatched from the Front Desk during business hours.

Total Calls	Fremont	Newark	Union City	Total
Feb-24	12	3	1	16
Jan-24	9	3	0	12
Dec-23	8	0	1	9
Nov-23	7	3	1	11
Oct-23	9	1	1	11
Sep-23	6	1	1	8
6 Month Total				67
Jan-23	9	2	2	13

Communication and Outreach

Includes participation in local events, social media communication, plant tours, and school outreach events.



Social Media Posts:

- #WhatisThat? Surge Tower info
- What Not to Flush
- Wipes Clog Pipes
- Presidents' Day office closure
- Keep pasta and starches out of drains

Events:

- None

Other Activities:

- None



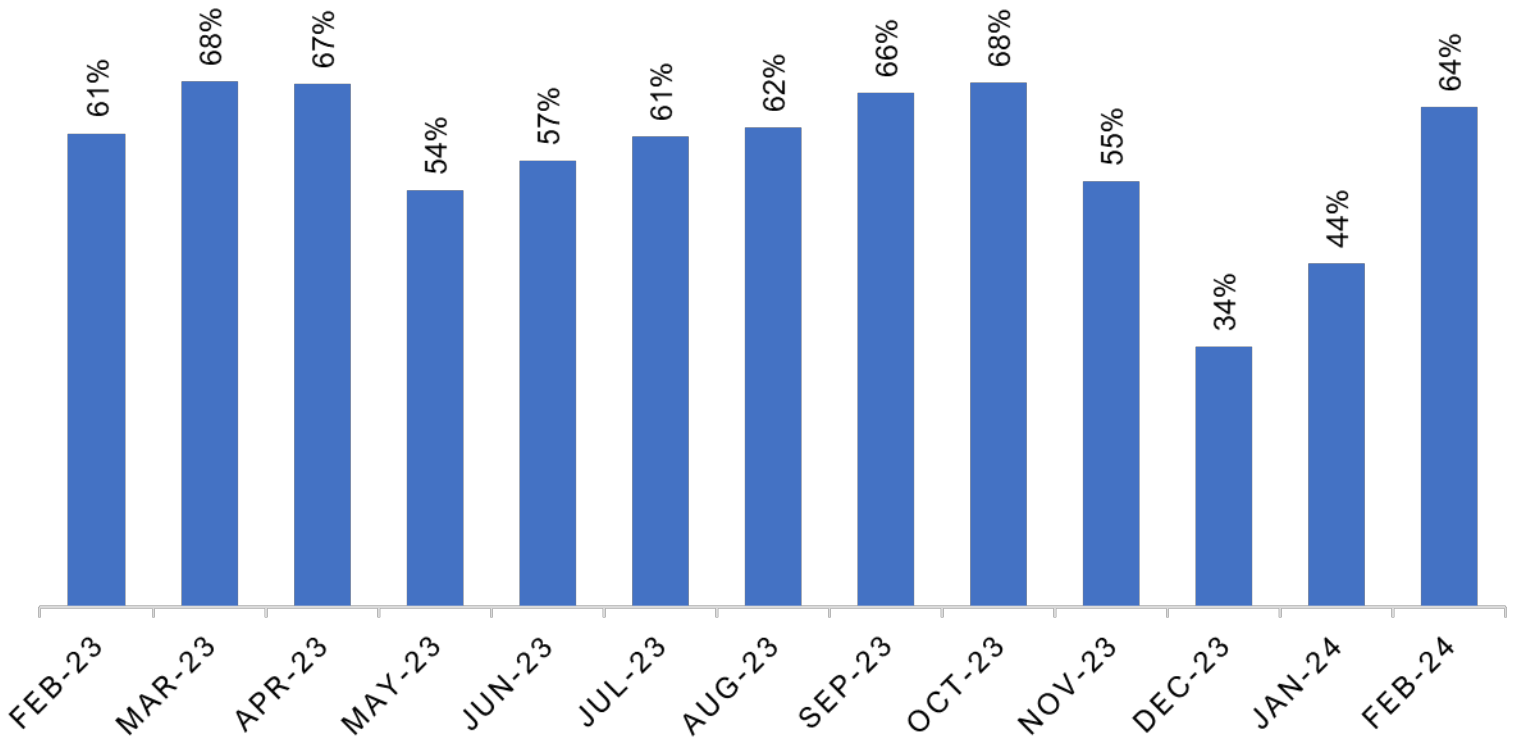
Plant Operations

2024 MONTHLY OPERATIONS REPORT

Cogeneration Engines at USD's Wastewater Treatment Plant

The chart below shows the percentage of Plant power usage generated by the District's cogeneration (cogen) engines monthly. The engines use biogas produced by the wastewater treatment process as the primary fuel to generate the majority of the plant's power needs, reducing operating costs.

Cogen Power Produced (% of total Plant load)



Mechanics working on the cogeneration engine



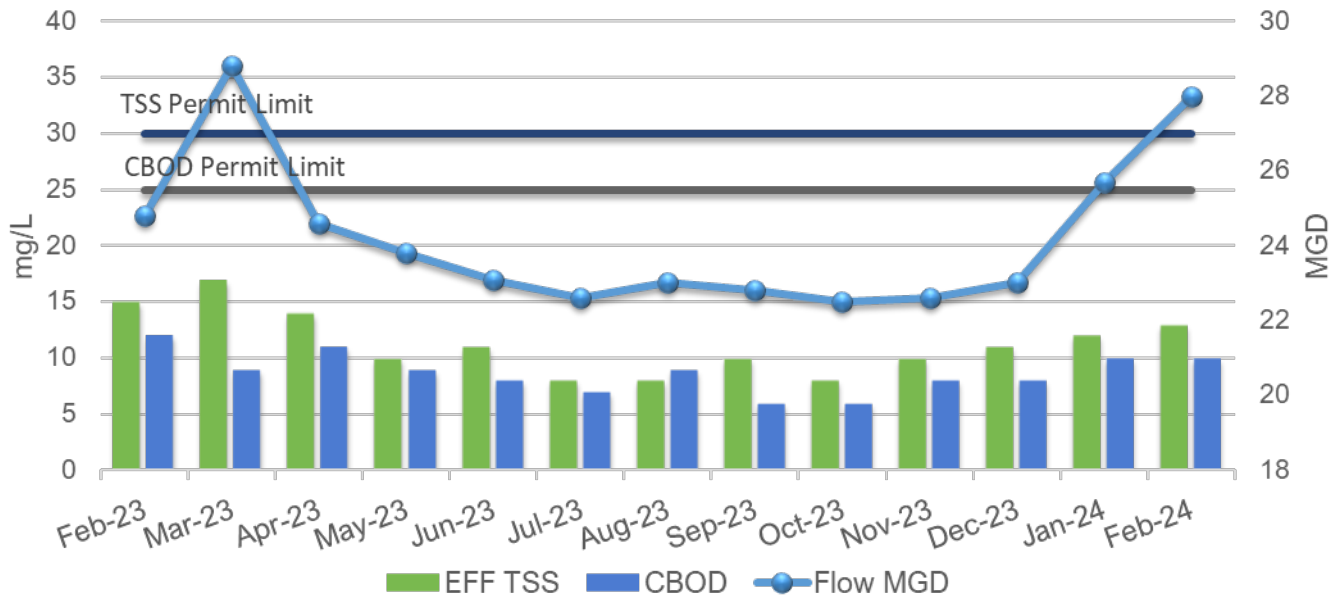
Plant Operations

2024 MONTHLY OPERATIONS REPORT

Lab Monitoring Results

USD's laboratory staff process over 6,200 samples and perform about 17,000 analyses every year to ensure discharges from the plant meet necessary standards.

Lab Results and Effluent Flow



EFF SS: Effluent Suspended Solids **CBOD:** Carbonaceous Biochemical Oxygen Demand **MGD:** Million Gallons per Day

USD's Final Effluent Monthly Monitoring Results

Parameter	Permit Limit	Dec-23	Jan-24	Feb-24
Copper, µg/l	53	2.6	3.6	5.1
Mercury, µg/l	0.066	NA	NA	0.0031
Cyanide, µg/l	20	ND 1.1	ND 1.1	ND 1.1
Ammonia- N, mg/L (Range)	86	46.4 - 52.60	32 - 40	31 - 39
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	35 - 44	31 - 48	28 - 37
• 11-Sample 90th Percentile	1100	61 - 61	61 - 111	56 - 93
Enterococci				
• 6-Week Geometric Mean	280	28	53	60

E = Estimated Value, concentration outside Calibration Range. ND = Not Detected, result is below Detection Limit.



Maintenance Report

2024 MONTHLY OPERATIONS REPORT

Collection System Performance Report

Average Spills per 100 Miles of Sewer Over the Last 12 Months USD vs. Regional vs. State

NOTE: At the time of this report, the California State Water Resources Control Board spill reporting tool that is used to compile spill comparison data was not available. The state has been contacted and responded that the reporting tool has been taken down temporarily to update the report to include data from the new SSO General Order.

Definition of Spill Categories

- Category 1: Any spill of any volume that results on a discharge to surface water.
- Category 2: 1,000 gallons or more. Does not discharge to a surface water.
- Category 3: Greater than 50 gallons and less than 1,000 gallons. Does not discharge to a surface water.
- Category 4: Less than 50 gallons. Does not discharge to a surface water.

Collection System Maintenance Work Completed

The Collection Services Workgroup maintains over 839 miles of gravity sewer through cleaning and televised inspection. They also service 63 District vehicles and maintain 3 buildings. Maintenance of equipment is completed by staff through sewer line repairs and work orders.

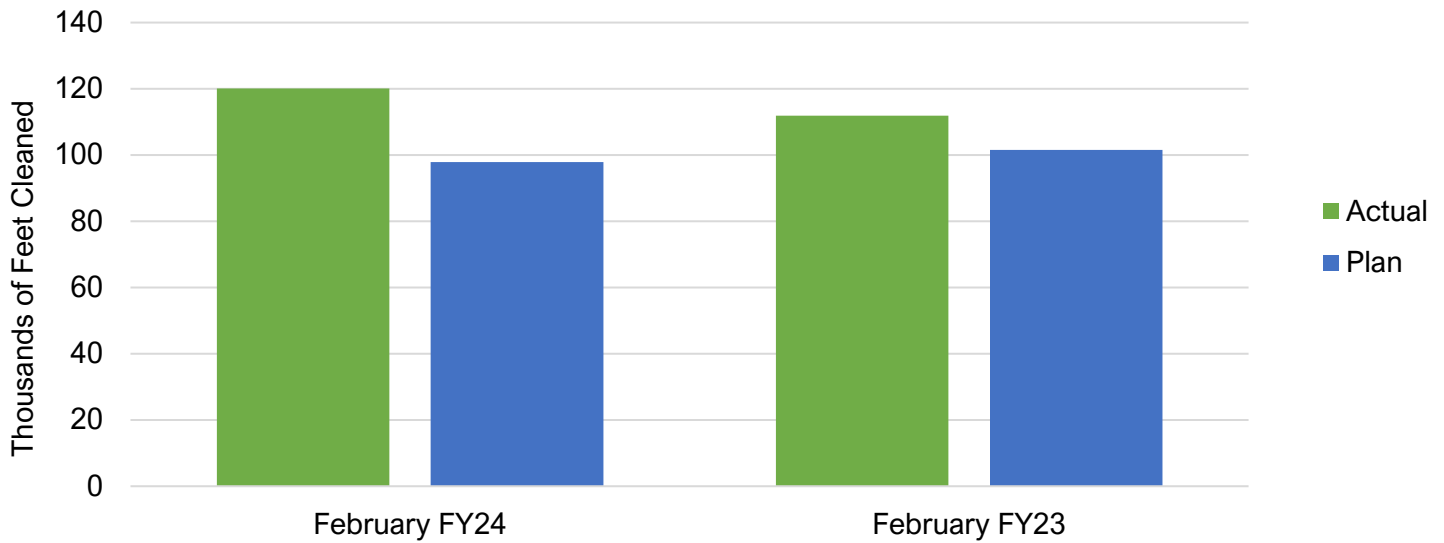
	This Month	Fiscal Year to Date	Historical Monthly Average
Sewer Line Repairs - # of Open Trench	0	5	0
Sewer Line Repairs - # of Trenchless	28	113	11
Work Orders Completed on Vehicles and Buildings	179	1421	172



Maintenance Report

2024 MONTHLY OPERATIONS REPORT

Sewer Line Cleaning



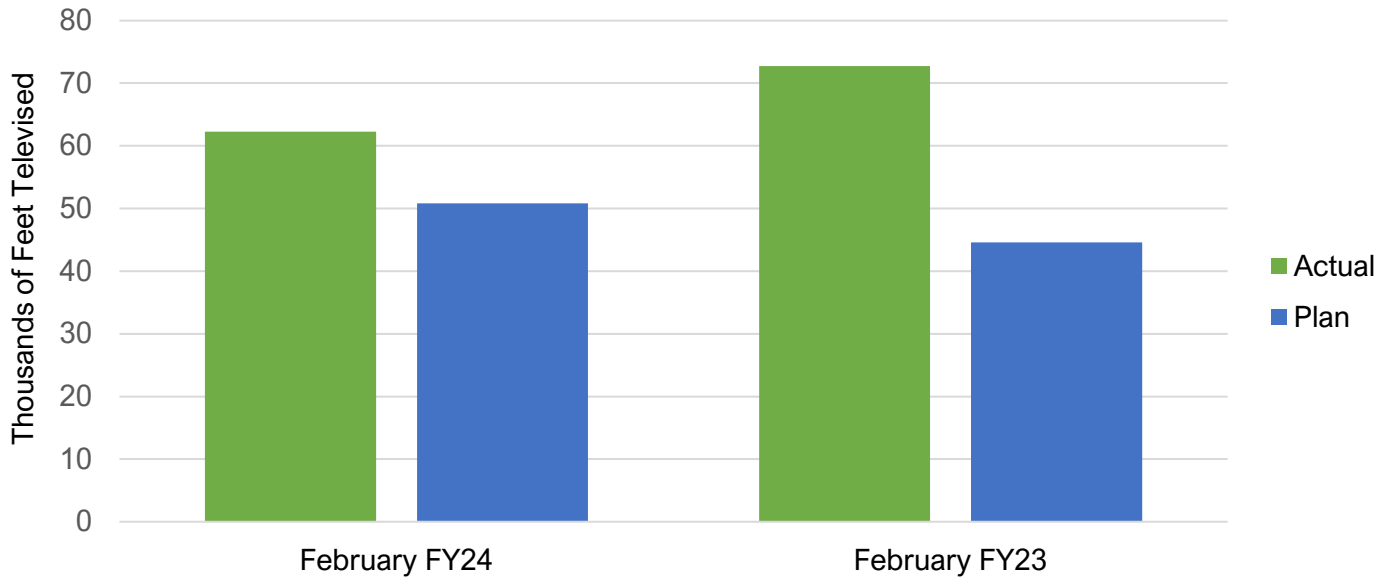
Cleaning Cost per Foot=\$0.86								
Description	FY24 Qtr 1 Footage	FY24 Qtr 2 Footage	Jan-24 Footage	Feb-24 Footage	FY24 YTD	Historical FY23	FY24 YE Goal	% Completed to Plan
84 Month Hydro-Jet Clean	162,988	112,694	52,006	58,173	385,861	589,507	680,354	56.7%
Selective Line Cleaning	63,183	42,725	30,997	19,025	155,930	211,253	216,307	72.1%
Special Condition Clean (not in total)	9,383	8,652	2,072	4,366	24,473	36,554	28,940	84.6%
Root Control/Chemical Clean	12,073	110,643	39,408	42,818	204,942	420,273	277,200	73.9%
Cast Iron Cleaning	-	-	-	-	-	7,498	-	0.0%
Totals	238,244	266,062	122,411	120,016	746,733	1,228,528	1,173,861	63.6%



Maintenance Report

2024 MONTHLY OPERATIONS REPORT

Sewer Line Inspection and Televising



Televising Cost per Foot=\$0.76								
Description	FY24 Qtr 1 Footage/Count	FY24 Qtr2 Footage/Count	Jan-24 Footage/Count	Feb-24 Footage/Count	FY24 YTD	Historical FY23	FY24 Goal	% Completed to Plan
84 Month TV Inspection	92,765	106,435	28,638	44,828	272,711	478,376	530,567	51.4%
84 Month Manhole Inspection Count	629	587	235	258	1,709	2,563	2,676	63.9%
Visual/Condition, Pre/Post Cnst TV (not in total)	64	753	398	488	1,703	10,483	11,704	14.6%
Visual Manhole Inspection Count (not in total)	42	124	94	41	301	247	-	-
New Development, CIP, Misc (not in total)	1,318	3,649	398	931	6,296	25,583	27,744	22.7%
QA/QC Line Condition	-	-	-	17,420	17,420	16,436	52,843	33.0%
QA/QC Root Control	28,335	-	-	-	28,335	41,050	27,744	102.1%
Totals	121,100	106,435	28,683	62,248	318,466	535,862	611,154	52.1%

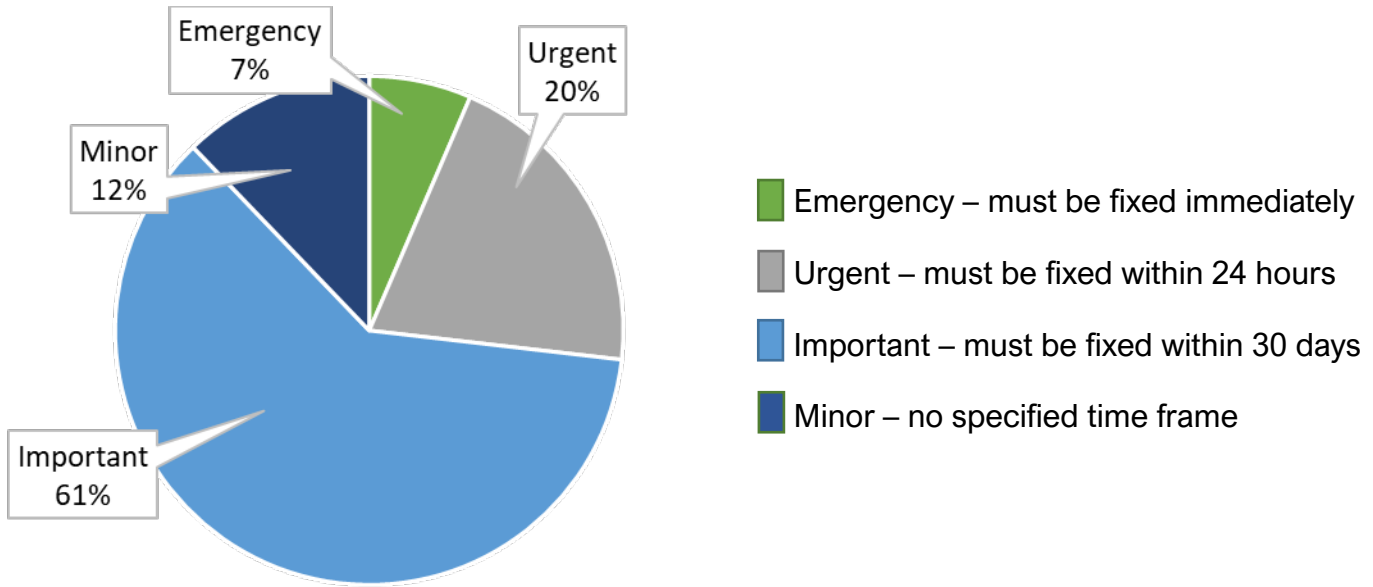


Maintenance Report

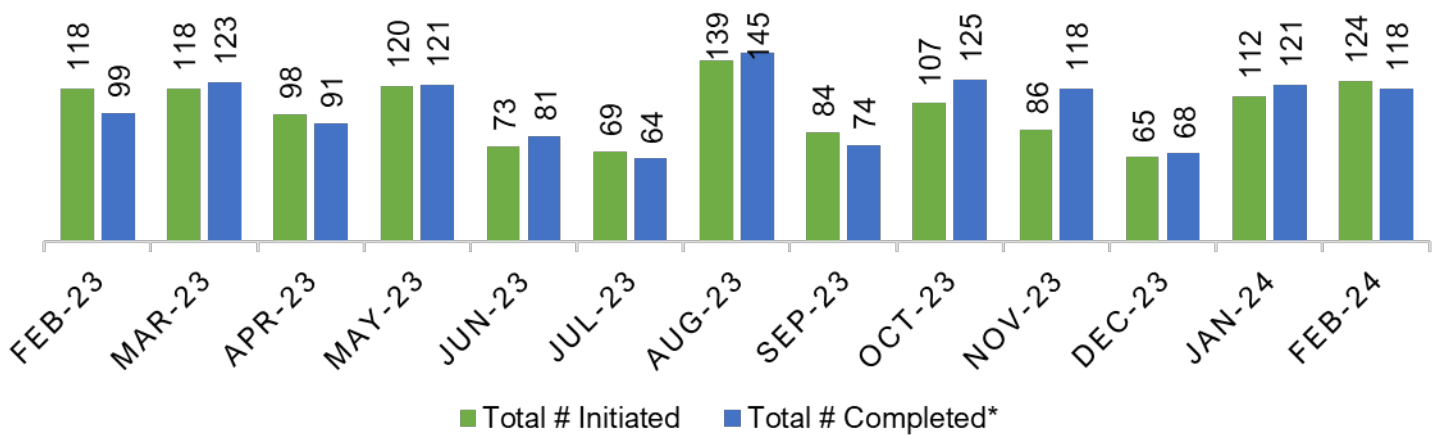
2024 MONTHLY OPERATIONS REPORT

Plant and Pump Stations Maintenance Work Completed

Equipment at our Plant and Pump/Lift stations is maintained by mechanics and other staff through completion of work orders. Staff completed 99.0% of preventative maintenance activities for the month in addition to the following shown below.



Work Orders Initiated and Completed



*The number of work orders completed in a month is dependent upon several factors including the availability of necessary parts and the amount of time required by staff to accomplish a given task.



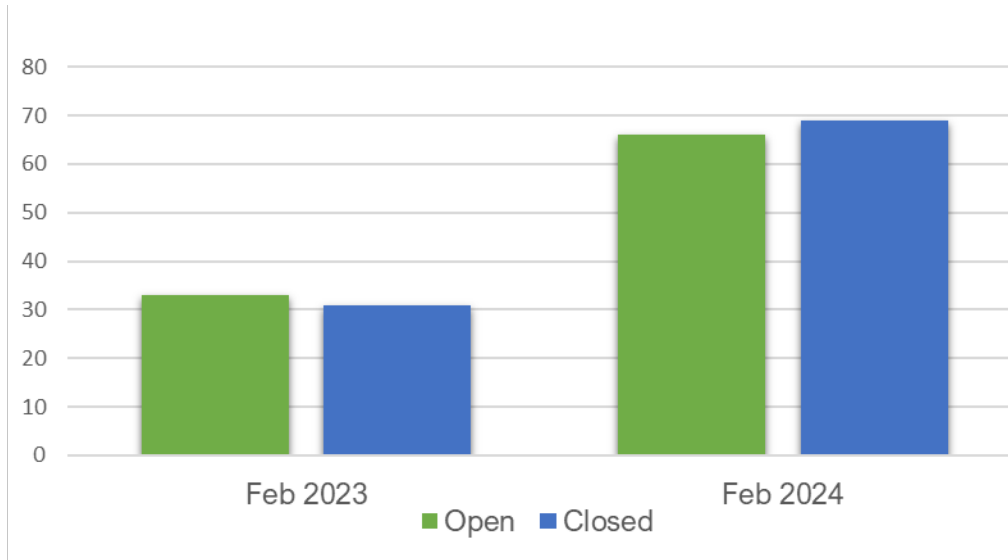
Maintenance Report

2024 MONTHLY OPERATIONS REPORT

Information Technology

USD’s Information Technology (IT) staff install, upgrade, and maintain District computers and software systems. IT staff responsibilities include ongoing maintenance of systems critical to operation of our wastewater treatment plant and pump stations.

IT Help Desk Tickets



Managed and Hosted IT Asset Uptime

Asset Name	USD Managed or Hosted by Third Party	% Up time
USD Website	Hosted	99.93%
Email Server	Hosted	99.45%
Newark Pump Station	USD Managed	99.99%
Boyce Pump Station	USD Managed	99.99%
Irvington Pump Station	USD Managed	99.94%
SCADA	USD Managed	100%
Total Average of All USD Servers	USD Managed	99.90%

The majority of our IT network assets are maintained onsite by IT staff with an uptime target of 99.90%. Additional assets, such as the USD website, are hosted externally by a third party.



Capital Improvement Projects

2024 MONTHLY OPERATIONS REPORT

Capital Improvement Project (CIP) Activities

Our engineers manage and coordinate project activities including completion of studies, designing of future projects, and project management of construction work at our Plant, Pump Stations, gravity sewer network, and Force Mains.

Current CIP Projects – Budget and % complete

Current (FY24) CIP Projects	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Alvarado Influent Valve Box Rehabilitation Project	\$1,297	\$0	12/24	0%
2 – Force Main Corrosion Repairs Project – Phase 4	\$2,042	\$0	10/24	5%
3 – Plant Miscellaneous Improvements Project	\$5,544	\$1,320	9/24	25%
4 – Standby Power Generation System Upgrade Project	\$21,135	\$17,900	6/24	85%



Standby Power Generation System Upgrade Project



Capital Improvement Projects

2024 MONTHLY OPERATIONS REPORT

Design Phase – Budget and % of Completed Scope

Current (FY24) Design Phase	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Pump Stations Chemical System Improvements Project	\$943	\$867	12/23	92%
2 – Switchboard No. 3 and MCC No. 25 Replacement Project	\$95	\$72	7/22	80%
3 – WAS Thickener Replacement Project	\$1,017	\$958	6/23	95%

Study Phase – Budget and % of Completed Scope

Current (FY24) Study Phase	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Alvarado Basin Capacity and Condition Assessment	\$399	\$112	11/24	28%
2 – Co-Digestion Feasibility Study	\$125	\$54	3/24	40%
3 – Cogeneration Replacement and Ventilation Study	\$142	\$137	7/22	98%
4 – Digester Efficiency Study	\$353	\$208	11/23	85%
5 – Energy Resiliency Study	\$256	\$271	12/22	98%
6 – Force Main Condition Assessment	\$121	\$60	10/22	70%
7 – Headworks Degritting Study	\$200	\$191	10/22	99%
8 – Primary Digester No. 8 Feasibility Study	\$111	\$137	9/22	90%



Permitting and Inspections

2024 MONTHLY OPERATIONS REPORT

Sewer Permits Issued

Permits issued upon approved completed plans.

Month	Repairs	Mains	New Laterals*	Secondary Units	Other**	Total
Feb-24	23	0	15	7	4	49
Jan-24	15	0	12	6	1	34
Dec-23	14	0	12	4	2	32

*New residential lateral connections

**Non-residential construction

Storm Water Inspections (City of Fremont)

Under contract with City of Fremont’s Environmental Services Group, our inspectors conduct routine inspections and document enforcement actions.

Total Inspections		Total Monthly Enforcements						
Current Month	Fiscal Year to Date	Verbal Warning	Warning Letter	Notice of Violation	Admin Fine	Legal Action	Notice of Deficiency	Total
76	750	4	0	1	8	0	0	13

Pollution Prevention Inspections

Environmental Compliance conducts pollution prevention inspections at restaurants, car wash businesses, and other commercial facilities.

Total Inspections		Total Monthly Enforcements						
Current Month	Fiscal Year to Date	Verbal Warning	Warning Letter	Notice of Violation	Admin Fine	Legal Action	Notice of Deficiency	Total
57	488	7	3	0	0	0	0	10

Permitted Industrial Businesses

City	Industrial Permits
Fremont	59
Newark	11
Union City	11

Examples of Permitted Industrial Businesses:

- Tesla
- Washington Hospital
- US Pipe
- Western Digital
- Lam Research



Staffing and Personnel

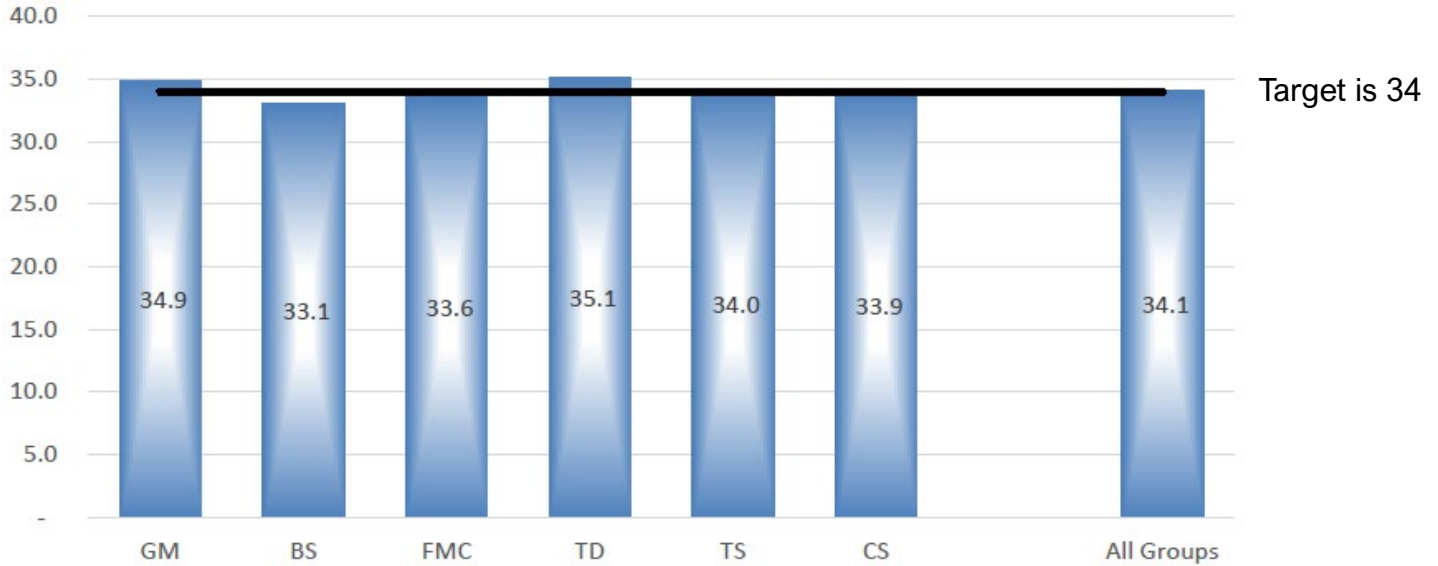
2024 MONTHLY OPERATIONS REPORT

Hours Worked and Leave Time by Work Group

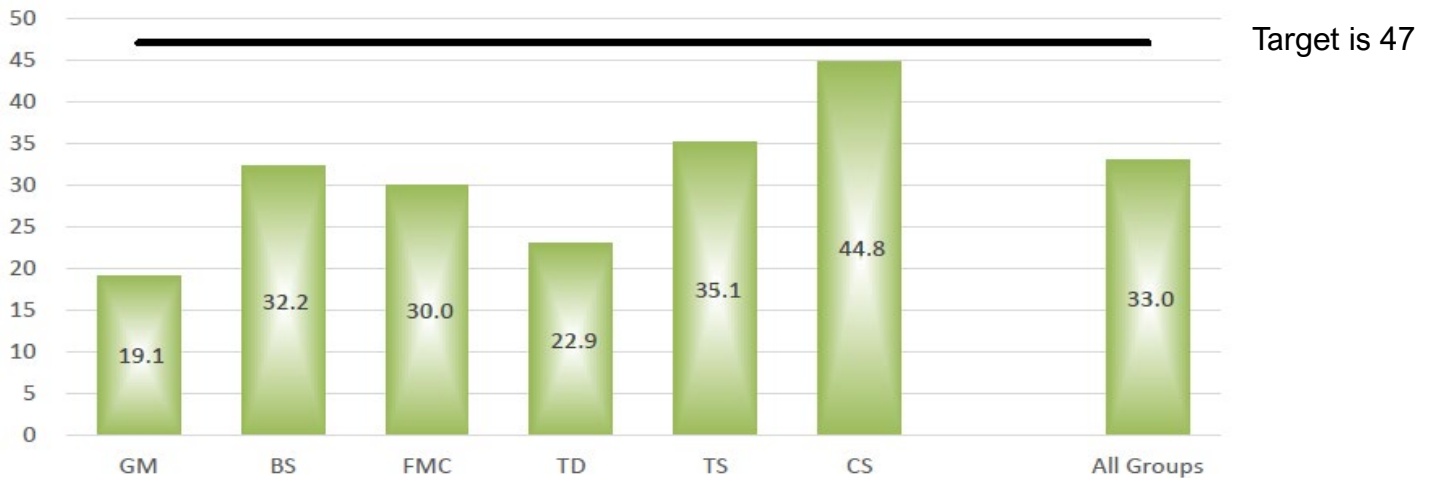
June 22, 2023 through February 28, 2024

Weeks to Date: 33 out of 52 (69.2%)

At-Work Hours Per Employee Per Week



Average Annual Sick Leave Used Per Employee Per Date



Recruitments

Position	Position Posted	Status
Assistant/Associate/Sr. Process Engineer	11/1/2023	In progress.
Environmental Compliance Inspector I/II	11/28/2023	In progress.
ETSU Junior/Assistant/Associate Engineer – Limited Duration (2 positions)	1/5/2024	In progress.
Collection Systems Worker I	1/9/2024	In progress.
Mechanics	1/19/2024	In progress.



USD TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**MARCH 25, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: **Review and Consider Approval of Classified Publicly Available Pay Schedule Effective March 1, 2024 (*This is a Motion Item*)**

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

Recommendation

Consider and approve the March 1, 2024 Classified Employee Pay Schedule which will be posted and retained in accordance with CalPERS requirements.

Discussion

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

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

The “Publicly Available Pay Schedule” (CCR 570.5) must:

- Be duly approved and adopted by the employer’s governing body in accordance with requirements of applicable public meeting laws; and
 - Identify the position title for every employee position; and
 - Show the pay rate for each identified position in a single amount or as multiple amounts within a range; and
 - Indicate the time base (i.e., bi-weekly, monthly, etc.); and
- Be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer’s internet website; and
- Indicate an effective date and date of any revisions; and
 - Be retained by the employer and available for public inspection for not less than five (5) years.

Background

The salary changes containing in the attached document include:

1. The adjustments made to the Classified employee pay ranges effective March 1, 2024, as per the Memorandum of Understanding dated February 26, 2019- December 31, 2026 between Union Sanitary District and SEIU Local 1021.

Previous Board Action

03/13/2023 Board Meeting – Approval of Classified Publicly Available Pay Schedule Effective March 1, 2023.

Attachment:

Classified Publicly Available Pay Schedule effective March 1, 2024.

Union Sanitary District
Classified Employees Salary Schedule
Effective March 1, 2024

Position Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Accounting Technical Specialist		52.7899	55.4294	58.2009	61.1109	64.1664
Accounting Technician I	1	42.6587	44.7917	47.0313	49.3828	51.8520
Accounting Technician II	2	46.9243	49.2705	51.7340	54.3208	57.0368
Administrative Specialist I	1	41.6967	43.7816	45.9706	48.2692	50.6826
Administrative Specialist II	2	43.8912	46.0858	48.3900	50.8095	53.3500
Assistant Storekeeper		40.5452	42.5725	44.7011	46.9362	49.2830
Chemist I	1	57.3720	60.2406	63.2526	66.4152	69.7360
Chemist II	2	60.2407	63.2527	66.4154	69.7361	73.2229
Collection System Trainer		57.1238	59.9800	62.9790	66.1279	69.4343
Collection System Worker I	1	44.9614	47.2095	49.5700	52.0485	54.6509
Collection System Worker II	2	49.4578	51.9307	54.5273	57.2536	60.1163
Communications & Intergovernmental Relations Coordinator		61.8978	64.9925	68.2422	71.6543	75.2370
Construction Inspector I	1	51.6287	54.2102	56.9207	59.7667	62.7551
Construction Inspector II	2	56.7915	59.6311	62.6126	65.7432	69.0304
Construction Inspector III	3	59.0633	62.0164	65.1173	68.3731	71.7918
Control Systems Specialist		61.7768	64.8656	68.1088	71.5143	75.0915
Customer Service Fee Analyst		47.6473	50.0297	52.5312	55.1577	57.9156
Engineering Assistant/Plan Checker		61.4769	64.5508	67.7783	71.1672	74.7256
Engineering Technician I	1	48.3644	50.7826	53.3217	55.9878	58.7872
Engineering Technician II	2	53.2008	55.8608	58.6539	61.5866	64.6659
Engineering Technician III	3	58.5210	61.4470	64.5194	67.7453	71.1326
Environmental Compliance Inspector I	1	47.3526	49.7202	52.2062	54.8165	57.5573
Environmental Compliance Inspector II	2	53.2727	55.9364	58.7332	61.6699	64.7533
Environmental Compliance Inspector III	3	59.1328	62.0894	65.1939	68.4536	71.8762
Environmental Compliance Inspector IV	4	63.2720	66.4356	69.7574	73.2453	76.9075
Environmental Outreach Representative		59.1328	62.0894	65.1939	68.4536	71.8762
Environmental Compliance Specialist/Outreach		63.2720	66.4356	69.7574	73.2453	76.9075
Fleet Mechanic I	1	47.7637	50.1519	52.6595	55.2925	58.0571
Fleet Mechanic II	2	53.4954	56.1702	58.9787	61.9276	65.0240
Instrument Tech/Electrician		58.8350	61.7767	64.8655	68.1088	71.5143
Janitor		32.4313	34.0528	35.7555	37.5433	39.4204

**Union Sanitary District
Classified Employees Salary Schedule
Effective March 1, 2024**

Position Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Lead Collection System Worker		54.4036	57.1238	59.9800	62.9790	66.1279
Maintenance Assistant		20.5255	21.5518	22.6294	23.7608	24.9489
Mechanic I	1	49.0554	51.5082	54.0836	56.7877	59.6271
Mechanic II	2	54.9422	57.6893	60.5738	63.6025	66.7826
Painter		50.4164	52.9372	55.5841	58.3633	61.2814
Planner/Scheduler I	1	56.3211	59.1372	62.0940	65.1987	68.4587
Planner/Scheduler II	2	60.5643	63.5925	66.7722	70.1108	73.6164
Plant Operations Trainer		67.9481	71.3455	74.9128	78.6584	82.5914
Plant Operator I	1	46.0995	48.4044	50.8247	53.3659	56.0342
Plant Operator II	2	51.9689	54.5673	57.2957	60.1605	63.1685
Plant Operator III	3	60.6680	63.7014	66.8864	70.2308	73.7423
Quality Assurance Chemist		69.6215	73.1010	76.7561	80.5866	84.6237
Receptionist		36.4595	38.2825	40.1966	42.2065	44.3168
Storekeeper I	1	51.2679	53.8313	56.5229	59.3491	62.3164
Storekeeper II	2	53.8312	56.5228	59.3489	62.3164	65.4321
Utility Worker		39.9546	41.9523	44.0499	46.2524	48.5650

Approved By:

Manny Fernandez, President
Board of Directors



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**MARCH 25, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM #11**

TITLE: Board Member Compensation for Fiscal Year 2024/2025 (*This is a Motion Item*)

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

Recommendation

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

Discussion

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

Background

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

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

The classified employee contract provided for a cost-of-living increase in 2024 of 3.25% to the base salaries. Classified staffs' cost of living adjustments are set to the Bay Area Consumer Price Index (CPI) from December to December each year with a floor of 3.25% and a ceiling of 4.5%.

CPI increased by approximately 2.6% from December 2022 to December 2023.

A Board compensation survey was completed by District Staff in March 2024 and is attached to this staff report for reference. Also attached is Ordinance #44.01, Policy 3040, and a summary of Board actions on this matter since 2000.

Previous Board Action

March 27, 2024 - Board voted unanimously to not increase Board member compensation for the 2023/2024 Fiscal Year.

Attachments:

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

History of Board Member Compensation 2000 – Present

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

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

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

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

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

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

2021	\$212.10	Board voted unanimously not to increase compensation for FY 2021/2022. (4/12/2021)
2022	\$212.10	Board voted unanimously not to increase compensation for FY 2022/2023. (4/11/2022)
2023	\$212.10	Board voted unanimously not to increase compensation for FY 2023/2024. (3/27/2023)

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

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

USD Survey of District Board Members Compensation and Benefits, Updated 03/2024

Agency	Stipend/Max. Compensable Mtgs	Stipend	Medical Board Member/ Spouse/Family	Dental Board Member/ Spouse/Family	Life Insurance Board Member/Spouse	Pension	Deferred Comp	Car / Mileage	Cell Phone	Computers /iPads	Agency Provides Primary Benefits or Compensation
Union Sanitary District	\$212.10 per meeting/ max of one meeting per day and six meetings per month.	\$212.10	District pays up to \$1,310.97 per month for Board Member only; \$2,580.69 per month for Board Member +1; \$3,173.55 per month for Family for medical, dental, vision; allocated as follows: 100% dental, 100% vision, and balance to medical plans		District pays for coverage of \$10,000 for Board Member; \$5,000 for spouse and dependents	No	\$50/month	Mileage reimbursement for travel related to trainings / conferences	No	District provides iPads to directors	Yes, but one member serves on EBDA and is compensated by the EBDA Commission for meetings attended.
ACWD	\$290 per meeting, not to exceed 10 days in a calendar month.	\$290.00	Each Director will contribute 2.5% of their per diem compensation towards medical coverage.	Paid by District	No	No	7.5% District contribution to 457	Mileage for travel related to District business	Yes	Yes	Yes
Central Marin Sanitation	\$225 per meeting/max of one meeting per day	\$225.00	N/A	N/A	N/A	No	No	No	No	No	No
Central San	\$185 per meeting / 6 meetings per month (max \$1,110 per month)	\$185.00	Central San pays premium for up to family coverage for CalPERS-Kaiser or Anthem Blue Cross Traditional HMO. Maximum District contribution of \$3,483.22.	Central San pays premium for up to family coverage for Delta Dental PPO (maximum premium - \$186.40/month)	Central San pays premium for \$50,000/\$1,500 policy	No	No Central San contribution	As of 3/17/16, eligible for mileage reimbursement ONLY as related to conferences	No	Central San provides iPads for Directors	Yes
Contra Costa Water District	\$100 per meeting / 10 meetings per month (one meeting fee maximum paid per day)	\$100.00	District pays premium up to the Kaiser family coverage for CalPERS Kaiser, United Healthcare, SmartCare or PERS Choice.	District pays premium for Delta Dental for family	District pays premium for Life and AD&D insurance in the amount of \$10,000 , as well as \$1,500 dependent life insurance	No District contribution.	No District contribution	Mileage reimbursed for business related meetings, events, and conferences at IRS standard rate	No	CCWD provides iPads for Directors	Yes
Delta Diablo	\$170 per meeting/ Approx. 20 meetings per year (One Board meeting per month plus approx. 8 Committee meetings per year.)	\$170.00	District pays premium for CalPERS Medical (HMO or PPO) up to the greater of either the Blue Shield or Kaiser HMO family rate	District pays premium for up to family coverage; Self-insured Plan	District pays premium for \$125,000/ \$2,000 policy	No	No District contribution		No	No	Yes. By Administrative Policy 4030, Board Members cannot collect benefits from another public agency, and do not. All Board Members elect to receive coverage only from the District.

USD Survey of District Board Members Compensation and Benefits, Updated 03/2024

Agency	Stipend/Max. Compensable Mtgs	Stipend	Medical Board Member/ Spouse/Family	Dental Board Member/ Spouse/Family	Life Insurance Board Member/Spouse	Pension	Deferred Comp	Car / Mileage	Cell Phone	Computers /iPads	Agency Provides Primary Benefits or Compensation
Dublin San Ramon Services District	\$195 per day for each day of service to the District, up to a maximum of 10 days per month	\$195.00	District pays for premium up to \$954 (Board Member only), \$1,907 (Member + 1 Dependent), \$2,480 (Member + 2 Dependents); rates set by resolution annually	District pays premium for up to Board Member and eligible dependents	District pays for up to \$50,000 basic life insurance	No – Board members Directors are not eligible to participate in the District's CalPERS retirement program, or retiree benefits, unless they were first elected or appointed to the Board prior to July 1, 1994, in accordance with California Government Code Section 20322 (c).	The District matches Board Member contributions to 457 Plan by 25%, up to \$10 per calendar month - provided that a director voluntarily contributes at least \$20 per month, the District matches that contribution up to \$10 per month or 25% of the monthly contribution, whichever is less.	Travel to and from a destination using private automobiles is allowable at the IRS mileage rate. This applies so long as the amount so calculated does not exceed the cost of pre-purchased round-trip coach class airfare plus ground transportation that would be incurred for the same trip.	No	Yes	Yes
Fairfield-Suisun Sewer District	\$172.99 per meeting/ typically 2 meetings per month max, 6 meetings per month max during CASA conferences. Can be increased any year by Board action.	\$172.99	District pays health expense reimbursement of \$7,890.00 per calendar year (increased every January by CPI-W for SF-Oakland Metropolitan area 12 months ending in October of each year)	No	No	No	No District contribution	Pay mileage and parking when attending conferences for District business	No	No	No. The City provides primary benefits as the Board Members serve as the City Council.
Irvine Ranch Water	\$331 per meeting Not to exceed 10 meetings per month	\$331.00	90% of highest enrollment; \$2,694.51 family; \$2072.70 EE+1; \$1036.35 EE only; 100% dental and vision		\$35K	PERS	They can contribute but the District does not match	Yes, mileage	No	Yes	Yes, for those that are eligible
Monterey One Water	\$100 per meeting, max of four meetings per month.	\$100.00	No	No	No	No	No	Mileage reimbursement for meetings, travel related to trainings/conference while conducting Agency business *County of Monterey is the exception	No	District provides iPads to Board Members	No
Orange County Sanitation District	\$300 per meeting + Mileage; max of one meeting per day and six meetings per month; 10 meetings per month for the Board Chairperson	\$300.00	No	No	No	No	No	No	No	No	No

USD Survey of District Board Members Compensation and Benefits, Updated 03/2024

Agency	Stipend/Max. Compensable Mtgs	Stipend	Medical Board Member/ Spouse/Family	Dental Board Member/ Spouse/Family	Life Insurance Board Member/Spouse	Pension	Deferred Comp	Car / Mileage	Cell Phone	Computers /iPads	Agency Provides Primary Benefits or Compensation
Silicon Valley Clean Water	\$200/per meeting	\$200.00	No	No	No	No	No	No	No	No	No
West County Wastewater District	Up to \$400.00 per meeting/ 6 meetings per month	\$400.00	District pays flat rate of up to \$2655.60/month for family medical; dental premium is shared 90% District/10% director.		District pays premium for \$85,000 policy for Board Member only. (Age reduction schedule applies.)	No	No District contribution	Mileage reimbursed per IRS rate	Yes	District provides tablets to directors	Yes

	Current Survey	Prior Survey [3/2024]
Union San	\$212.10	\$212.10
High	\$400.00	\$341.75
Median	\$197.50	\$212.50
Low	\$100.00	\$100.00
Average	\$221.62	\$208.75

Union Sanitary District
Policy and Procedure Manual

Effective: 4/25/2022	Boardmember Compensation	Policy Number 3040 Page 1 of 2
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Policy

Boardmembers will be compensated in accordance with Union Sanitary District Ordinance No. 44 as adopted October 23, 2000, and amended March 26, 2018. Compensation is based upon Section 6489 of the Health and Safety Code of the State of California, effective January 1, 1987, as amended in 2005.

Purpose

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

Definitions

Allowable meetings Defined in the "Boardmember Meetings Compensated" Policy No. 3050

Procedure

In accordance with Union Sanitary District No. Ordinance 44, as may be amended, beginning January 1, 2003, the basis for compensation will be \$212.10 for each day of service, up to six days per month maximum.

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

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

Management Responsibility

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

Board of Directors Responsibility

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

Administrative Information

Ordinance No. 44 was Adopted by the Board of Directors October 23, 2000, and amended March 26, 2018.

Approved by:	Board of Directors
Author/Owner:	General Manager/Human Resources Manager
Notify Person:	General Manager
Revision Frequency:	Every 3 Years
Next Review:	April 2025

ORDINANCE #44.01

Directors' Compensation

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

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

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

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

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

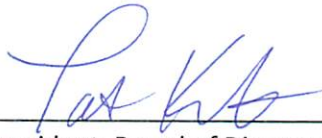
Adopted by the following vote on March 26, 2018:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None

ABSTAINED: None

ABSENT: None



President, Board of Directors
UNION SANITARY DISTRICT

ATTEST:



Secretary, Board of Directors
UNION SANITARY DISTRICT



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**MARCH 25, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 12**

TITLE: Award a Contract for the Supply of Medium-voltage Transformers for the Enhanced Treatment and Site Upgrade Phase 1B Project (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Gus Carrillo, Enhanced Treatment and Site Upgrade Assistant Program Manager
Caleb Merriam, Enhanced Treatment and Site Upgrade Assistant Engineer
ETSU Steering Committee (Armando Lopez, Raymond Chau, Robert Simonich)

Recommendation

Staff recommends the Board award a Contract in the amount of \$524,917 to Consolidated Parts, Inc (CPI) for the supply of medium-voltage transformers for the Enhanced Treatment and Site Upgrade (ETSU) Phase 1B Project (Project) and further authorize the General Manager, or designee, to execute the contract and any other documents and take actions necessary to effectuate the terms of the contract.

Discussion

The Project includes construction of new secondary clarifiers and effluent facilities to be served by a new electrical distribution facility. The electrical facility requires two new medium-voltage transformers. USD staff and the project designer (Hazen) know from recent past experiences and conversations with electrical equipment manufacturers that that procurement time is particularly long for large transformers like these. In an attempt to minimize any schedule disruptions to the Project, staff pursued pre-procuring these two transformers prior to bidding and award of the construction contract.

Supplier Selection Process

Staff issued an invitation for bid (IFB) seeking a qualified manufacturer to provide two medium-voltage transformers. Staff received two proposals on November 16, 2023. The bid price from each proposer is summarized in the table below.

Bidder	Bid Amount
All Industrial Electric Supply	\$ 1,313,571
Consolidated Parts, Inc (CPI)	\$ 524,917

In addition to the cost difference, All Industrial Electric Supply took exception to the 2-year delivery schedule required by the contract and instead proposed a procurement time of nearly three years. CPI’s representatives have been responsive through the IFB process and will agree to a delivery no later than April 2026.

The physical size of the CPI transformers is larger than the initial design and also larger than the transformers proposed by All Industrial Electrical supply. Hazen developed an alternative design location and cost estimate to accommodate the larger size. This alternative is expected to increase the construction costs by approximately \$210,000. Despite these additional costs for construction staff believes that the CPI transformers provide the best value for the District both by saving overall costs and meeting the Project schedule.

Staff notified both bidders of the intent to award to CPI on February 29, 2024, and there have been no bid protests.

Staff anticipates advertising the construction of the Project for bid in late 2024. Awarding this pre-procurement contract for transformers will attempt to mitigate the possibility of these transformers delaying the construction of the Project.

Staff recommends the Board award a contract to Consolidated Parts, Inc (CPI) in the amount of \$524,917 for medium-voltage transformers.

Background

The ETSU Program is the culmination of the District’s planning efforts and is based on the outcomes and findings of the Plant Solids System/Capacity Assessment – Phases 1 and 2, Administration/Control/FMC Buildings Evaluation, the Effluent Management Study and the Secondary Treatment Process Improvements evaluation. The Program includes projects recommended for implementation that will be phased to address both immediate drivers (poor sludge settleability, treatment capacity, effluent disposal and aging infrastructure), while preparing for future requirements such as nutrient regulations for discharge in the Bay that are currently being considered by the Regional Water Quality Control Board.

The Phase 1 and 2 projects included in this program were presented to the Board during the workshop held on May 8, 2019, and are summarized in the Final Report which was approved by the Board on August 26, 2019. A third phase of projects was briefly outlined that covered the timeframe from 2040 to 2058 and included potentially stricter nutrient limits in the more distant future. The projects identified in the ETSU Program and modified by the 30% design report to be implemented in the near-term (the next seven to ten years) are included in Phase 1 and are summarized in the table below.

Phase 1A	Aeration Basin Modifications	Retrofitting existing Aeration Basins 1 through 7 and construction of an 8 th aeration basin with the flexibility to operate initially with an anaerobic selector during the implementation phase and transitioning to a biological nutrient removal (BNR) process following completion.
Phase 1A	Campus Building (Admin, FMC, Ops)	Construction of a new combined Campus Building, including associated site and utility improvements.
Phase 1B	Secondary Clarifiers	Construction of four new 160-foot diameter secondary clarifiers, mixed liquor control box, and centralized RAS pump station.
Phase 1B	Effluent Facilities	Construction of new chlorination/dechlorination contact basins, effluent pump stations, and relocation of existing effluent force main.
Phase 1C	Plant Equalization Storage	Retrofitting existing Secondary Clarifiers 1 through 4 to operate as primary effluent equalization basins.

The full version of the ETSU Program report, including appendices, can be found at the following link: <https://unionsanitary.ca.gov/ETSU>.

ETSU Phase 1B Project

Staff developed a Phase 1B Project scope which includes the Secondary Clarifiers and Effluent Facilities. These two sub-projects were designed together for construction due to their proximity within the plant and their connected processes.

The major scope items for the Secondary Clarifiers Sub-Project are as follows:

- Demolition of the existing Administration, RAS Pump Station, Control Box 4, Calcium Thiosulfate Tank, and Control Buildings including all associated appurtenances.

- Construct four new 160-foot secondary clarifiers in the footprint of the existing administration and control buildings. Each Secondary clarifier includes a dedicated scum pump station.
- Construction of a new Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) Pump Station to provide sludge pumping for the proposed secondary clarifiers. Pump Station includes six RAS pumps with room for two future pumps, four WAS pumps and all associated piping and appurtenances.
- Relocation of the existing East Bay Discharger's Authority (EBDA) Force Main including new magnetic flow meter and tie-in to the existing force main. Work will include temporary facilities.

The major scope items for the Effluent Facilities Sub-Project are as follows:

- Replacement of Sodium Hypochlorite and Polymer Distribution Piping including temporary piping to maintain service through the project.
- Installation of new electrical switchboards and associated distribution equipment in a proposed Electrical Distribution Facility, including ductbanks connecting to existing facilities.
- Construction of chlorination/dechlorination contact basins, effluent pump station, and Old Alameda Creek pump station.
- Modifications to the existing plant control system for control of the new facilities described.

Previous Board Action

August 26, 2019, the Board Adopted Resolution 2864 Approving the District's Final Report for the Enhanced Treatment & Site Upgrade Program.

January 11, 2021, the Board authorized the General Manager to execute an Agreement with Hazen and Sawyer for design services for the Enhanced Treatment and Site Upgrade Phase 1B and 1C Projects and Task Order No. 1 for design of the ETSU Phase 1B Project in the amount of \$7,960,952.

October 9, 2023, the Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Psomas for construction management services for the Enhanced Treatment and Site Upgrade (ETSU) Phase 1B Project in the amount of \$12,263,927.



USD TREAT
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TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**MARCH 25, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 13**

TITLE: Consider Confirming and Declaring the Need to Continue the Emergency Action to Repair a Sinkhole on Cushing Parkway in the City of Fremont (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Jose Rodrigues, Collection Services Work Group Manager
Raymond Chau, Technical Services Work Group Manager
Curtis Bosick, CIP Team Coach
Andrew Majsce, Assistant Engineer

Recommendation

Receive an update on repairs and adopt motion by a four-fifths vote determining that there is a need to continue the action and confirming and declaring the continuance of the emergency.

Discussion

On March 11, 2024, the Board received an update on the emergency action and adopted a motion to confirm the February 26, 2024, determination to continue the action, and confirmed and declared the continuance of the emergency action to repair a sinkhole on Cushing Parkway in the City of Fremont.

Since this meeting, the City of Fremont approved McGuire and Hester’s encroachment permit and traffic control plans. McGuire and Hester mobilized to the site and started work on March 18, 2024. Due to the high traffic volumes on Cushing Parkway and the size of the recommended excavation (approximately 15 feet wide by 22 feet long by 7 feet deep), the excavation needs to be split up into two sections. This allows one southbound lane to remain open on Cushing Parkway during the construction hours of 8:30 a.m. to 4:00 p.m. Monday through Thursday and 8:30 a.m. to 3:00 p.m. on Friday. Both southbound lanes will be open to traffic during non-construction hours. Asphalt removal, potholing to locate/protect utilities, and excavation of the

westernmost section is currently underway. McGuire and Hester currently estimates that all field work will be completed within the next four to five weeks.

After the determination of an emergency pursuant to Public Contract Code Section 22050, the Board is required to review the status of the emergency action at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. This staff report seeks such determination as there is a need to complete the actions described above.

Background

The District has an existing 36-inch reinforced concrete pipe (RCP) trunk sewer main at the intersection of Cushing Parkway and Auto Mall Parkway in the City of Fremont. There is a depression in the asphalt pavement adjacent to the pipeline due to ground subsidence that has progressed into a sinkhole. Below is a summary of the timeline of events:

- November 19, 2022: USD's contractor completed installation of CIPP liner for the 36-inch trunk sewer.
- May 28, 2023: USD staff responded to a trouble call for a road depression located at the intersection of Cushing Parkway and Auto Mall Parkway in the City of Fremont. The District dispatched a crew to perform a due diligence investigation. This investigation included reviewing previous inspection documents and performing a CCTV inspection of the 36-inch trunk sewer. Moreover, this trunk sewer was in good condition as it was recently rehabilitated using cured-in-place pipe (CIPP) lining methods. Thus, staff could not identify any potential causes of the road depression and the City of Fremont was notified of their findings. The City's maintenance staff installed a steel plate over the depression with the intention of repairing the pavement at a future date.
- September 22, 2023: City of Fremont discovered that the road depression had developed into a sinkhole when removing the steel plate to repair the pavement. The District was notified of the sinkhole; however, circumstances had not changed, and staff still did not believe that the trunk sewer could have been a contributing source. Accordingly, the City's maintenance staff performed some work to stabilize the road surface and reinstalled the steel plate.
- November 22, 2023: USD staff received a CCTV video from the contractor that performed the CIPP lining work, which identified a hole in the side of the RCP trunk sewer pipe at the 8 o'clock position. The video was previously taken by a contractor during the CIPP lining process, immediately after the pipe was cleaned but prior to the liner being installed. Following receipt of this video, staff have been in continued discussions with the City of Fremont regarding the best course of action to facilitate the necessary repairs.

Staff have been working with the City of Fremont and USD's geotechnical consultant to determine the best approach for making the necessary repairs. The consultant's recommendation is to excavate and replace impacted soils located within an area of the intersection; approximately 15 feet wide by 22 feet long by 7 feet deep. Refer to Figure 1 for a site plan that depicts roughly the size/location of the excavation and Figure 2 for a photo of the sinkhole.

Given that the wet weather season is under way and that the full extent of underground soil conditions is unknown, the repair of the sinkhole must be done as soon as possible and does not allow the time required for competitive bidding. This approach means that the District would not be developing a formal design to repair the road surface, but instead would rely on engineering sketches and field inspections by the geotechnical consultant to define the scope of the repair. Additionally, field adjustments may need to be made based on-site conditions encountered (e.g., groundwater elevation, soil behavior, utility conflicts, traffic control, etc.). The City of Fremont supports an expedited repair of the roadway and does not have any objections to this approach.

The District's Purchasing Policy and California Public Contract Code (PCC) Section 20806 allow for emergency contracting without competitive bidding in accordance with the requirements of PCC Section 22050. Section 22050(a) provides that the District, pursuant to a four-fifths vote of the Board, "may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts."

In addition, the work is exempt under the California Environmental Quality Act (CEQA). CEQA Guidelines section 15269 establishes a statutory exemption for emergency repairs to public service facilities necessary to maintain service, and section 15301 establishes an exemption for repair of existing facilities.

The attached Resolution No. 3007, adopted on February 12, 2024, addresses the requirements of the PCC to declare the emergency and authorize additional expenditures without the need for competitive bidding. As such the District has proceeded with the work under our emergency services contract with McGuire and Hester. Staff roughly estimates that the repairs could cost up to \$500,000.

Previous Board Action

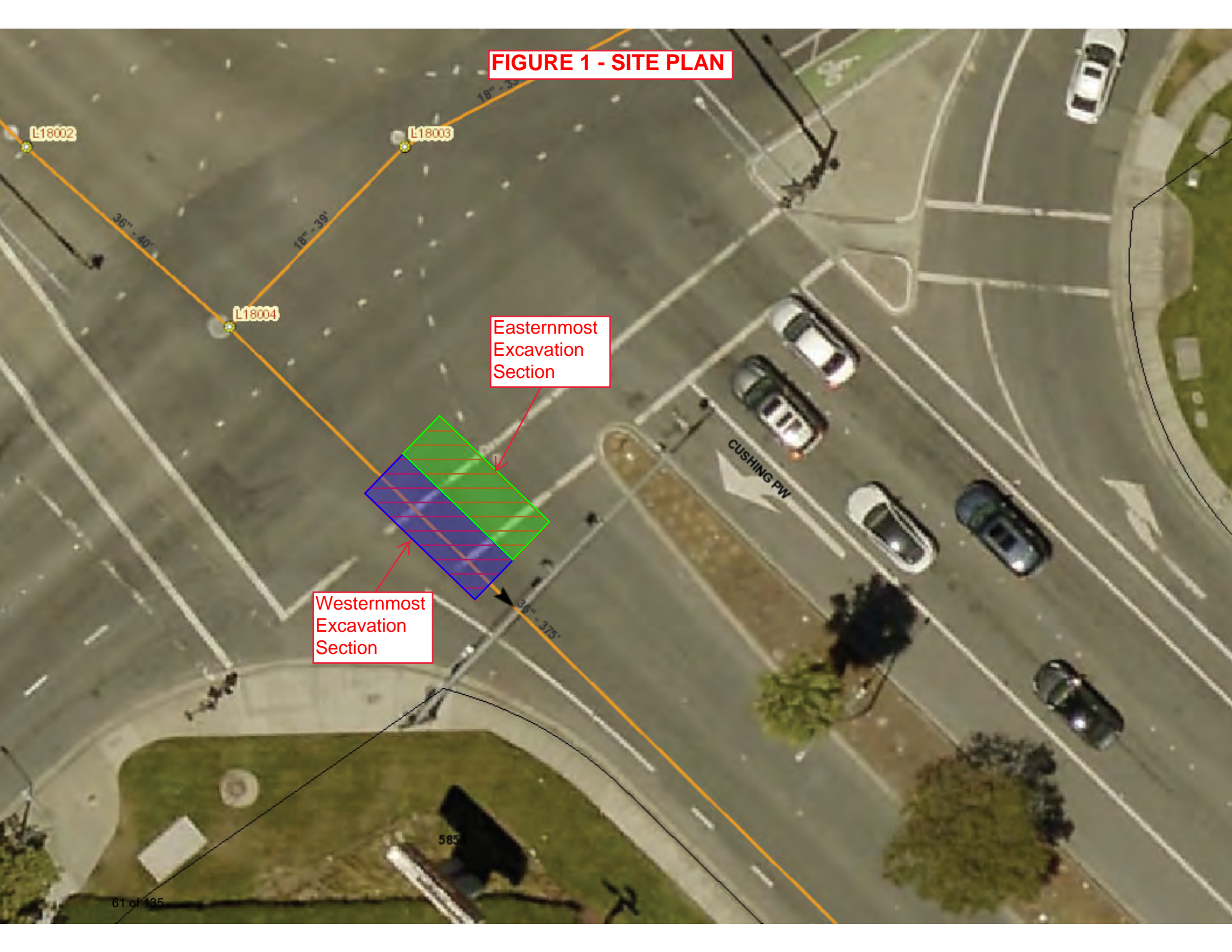
February 12, 2024, the Board adopted a resolution declaring an emergency and authorizing the emergency expenditure of funds for repairing a sinkhole on Cushing Parkway in the City of Fremont.

February 26, 2024, the Board received an update on the emergency action and adopted a motion to continue the action and confirmed and declared the continuance of the emergency action.

March 11, 2024, the Board received an update on the emergency action and adopted a motion to confirm the February 26, 2024, determination to continue the action, and confirmed and declared the continuance of the emergency action.

Attachments: Figure 1 – Site Plan
Figure 2 – Photo
Resolution No. 3007

FIGURE 1 - SITE PLAN



Westernmost
Excavation
Section

Easternmost
Excavation
Section



Figure 2 – Sinkhole at Intersection of Cushing Parkway and Auto Mall Parkway

RESOLUTION NO. 3007

DECLARING AN EMERGENCY AND AUTHORIZING THE EMERGENCY EXPENDITURE OF FUNDS FOR REPAIRING A SINKHOLE ON CUSHING PARKWAY IN THE CITY OF FREMONT

WHEREAS, the road surface in the City of Fremont located at the intersection of Cushing Parkway and Auto Mall Parkway has been damaged by ground subsidence in the form of a sinkhole potentially due to a hole in the District's existing 36-inch RCP trunk sewer main; and

WHEREAS, given that wet weather season is under way and that the full extent of underground soil conditions is unknown, it is necessary for the District to expeditiously proceed with the repair; and

WHEREAS, compliance with competitive bidding procedures typically takes a number of months and would not allow prompt action to be taken to complete the repair, as required to safeguard the public and District facilities; and

WHEREAS, the District's Purchasing Policy and California Public Contract Code (PCC) Section 20806 allow for emergency contracting without competitive bidding in accordance with the requirements of PCC Section 22050; and

WHEREAS, California Environmental Quality Act (CEQA) Guidelines section 15269 establishes a statutory exemption for emergency repairs to public service facilities necessary to maintain service, and other specific actions necessary to prevent or mitigate an emergency and section 15301 establishes an exemption for repair of existing facilities; and

WHEREAS, the damage involves a clear and imminent threat, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, and essential public services.

NOW, THEREFORE, BE IT RESOLVED, BY THE UNION SANITARY DISTRICT BOARD OF DIRECTORS, BASED ON THE STAFF REPORT AND ORAL AND WRITTEN TESTIMONY, AS FOLLOWS:

1. The above recitals are true and correct and are material to this Resolution and are incorporated into this Resolution as findings of the District Board.
2. The Board finds that the repair is exempt under CEQA Guidelines sections 15269 and 15301 as the work is an emergency repair to an existing public facility necessary to maintain service.
3. The Board finds and declares, pursuant to Public Contract Code section 22050(a), that based on substantial evidence presented before the Board, the

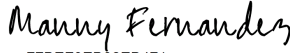
emergency will not permit a delay resulting from competitive solicitation for bids for the repair of the road surface over the District's sewer main, and that this action is necessary to respond to the emergency.

4. The Board authorizes staff to proceed with the repair of the road surface located at the intersection of Cushing Parkway and Auto Mall Parkway, and procurement of the necessary equipment, services, and supplies for that purpose without giving notice for bids to contracts.

5. The Board will review the status of the emergency at each subsequent meeting of the Board of Directors and vote to authorize continuation of this resolution until the emergency action is completed.


PASSED, APPROVED, AND ADOPTED by at least a four-fifths vote, at a regular meeting of the Board of Directors on this 12th day of February, 2024.

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

DocuSigned by:

 77BEF9EB02EB471...

MANNY FERNANDEZ
 President, Board of Directors
 Union Sanitary District

Attest:

DocuSigned by:

 C0CC5EF393E9442...

TOM HANDLEY
 Secretary, Board of Directors
 Union Sanitary District



USD TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**MARCH 25, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 14**

TITLE: **Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Degenkolb Engineers for the Force Main Stabilization at Alameda Creek 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
Jose Rivas, Assistant Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Degenkolb Engineers (Degenkolb) in the amount of \$113,717 for the Force Main Stabilization at Alameda Creek Project (Project).

Discussion

Previous studies concluded that a major earthquake (magnitude larger than 6.0) could result in large-scale ground deformations that impact the District's twin force mains at the Alameda Creek undercrossing. Similar risks are also present at the detention ponds immediately south of the creek. The purpose of this project is to continue building upon previous work and construct improvements that minimize the amount of damage the twin force mains could experience due to a major earthquake. Refer to Figures 1 and 2 for a vicinity map and site plan of this area.

Staff issued Request for Proposals (RFPs) inviting 11 qualified engineering firms to participate in the consultant selection process. On October 26, 2023, one proposal was received from Degenkolb. The remaining firms declined to submit a proposal because they did not have the available personnel for the Project. Staff selected Degenkolb due to their team's experience working together on similar projects for the Metropolitan Water District in Southern California, as well as their previous experience working with the District on the Seismic Vulnerability

Assessment. Additionally, their subconsultant, ENGEO Incorporated (ENGEO), worked on the Alameda Creek-Force Main Crossing Geotechnical Investigation.

The purpose of Task Order No. 1 is to authorize Degenkolb to provide engineering predesign services for the Project. Among other things, this effort will include the following:

- Conducting a lateral spreading analysis at the detention ponds immediately south of the creek that were not considered as part of the previous geotechnical investigation.
- Developing a structural model to determine the deformation capacity of the existing twin force mains due to lateral spreading.
- Evaluating various soil stabilization options to develop a range of approaches and budget alternatives.

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

Task No.	Task Description	Fee
1	Project Management	\$22,434
2	Soil Stabilization Approach Validation	\$91,283
Task Order No. 1 Not-to-Exceed Fee		\$113,717

Staff believes the total not-to-exceed fee of \$113,717 is reasonable given the level of effort required. Degenkolb anticipates completing the predesign by fall 2024.

Background

The District and its facilities are in a seismically active region that could see strong ground shaking from earthquakes on the Hayward fault. The District’s wastewater collection system is comprised of three major drainage basins: Alvarado, Newark, and Irvington. Wastewater from the Newark and Irvington Basins is pumped via twin force mains to the Alvarado Wastewater Treatment Plant (WWTP).

In 2016, Degenkolb was hired to perform a Seismic Vulnerability Assessment of various District structures, including the District’s twin force mains. This assessment identified the concern for potential liquefaction and lateral spreading at the Alameda Creek undercrossing.

In 2021, ENGEO was hired to conduct a design-level geotechnical report, which included field exploratory inspections of the existing soils to determine their engineering properties and potential geotechnical hazards.

In 2022, DCM Consulting, Inc. (DCM) was hired to complete a peer-review of ENGEO’s Draft Geotechnical Exploration Report. DCM determined that lateral spreading risks are also present at the detention ponds immediately south of Alameda Creek and an additional lateral spreading analysis at this location is recommended.

Previous Board Action

None

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

FIGURE 1 - VICINITY MAP

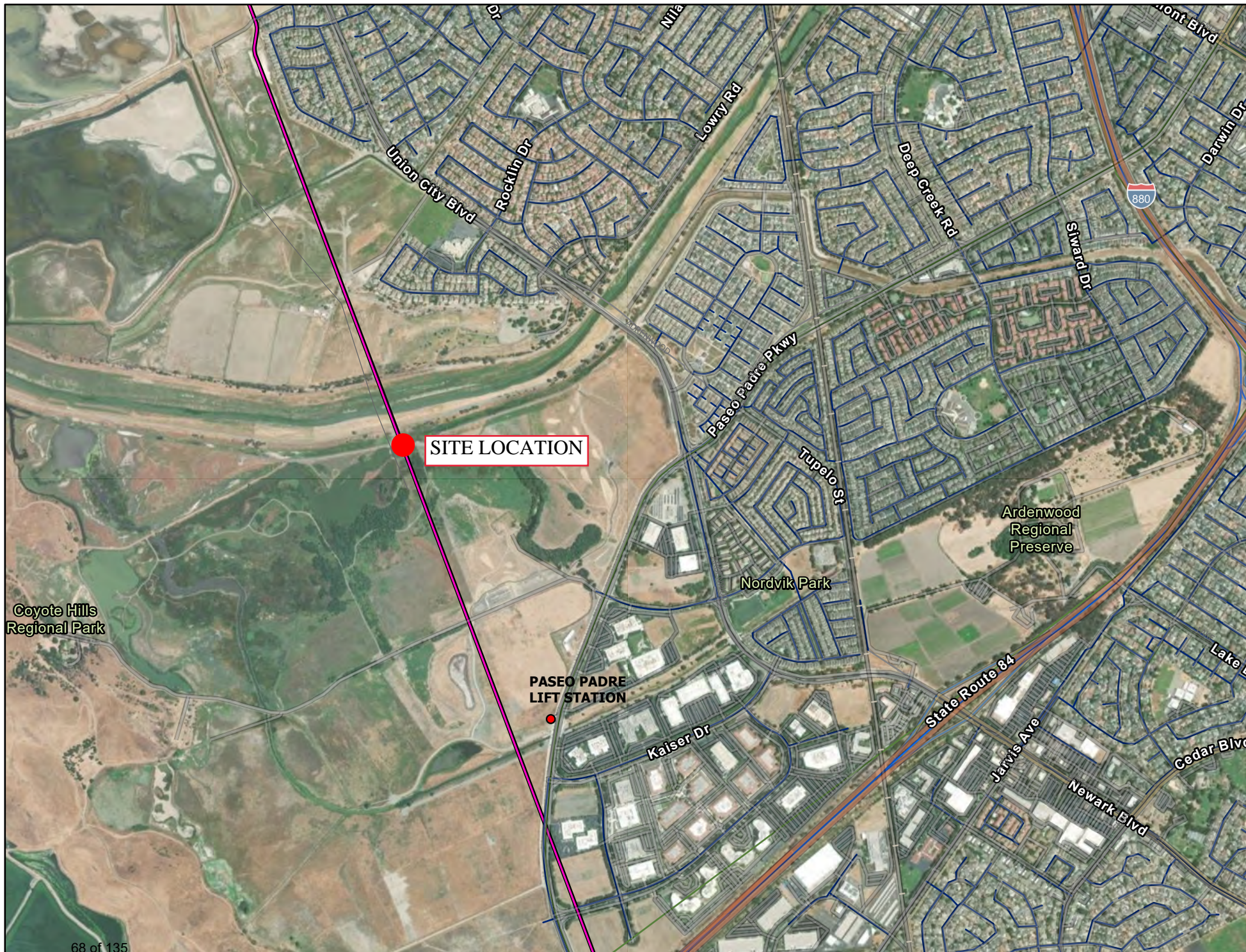




Figure 2 – Site Plan – Location of Alameda Creek Undercrossing

FORCE MAIN STABILIZATION AT ALAMEDA CREEK PROJECT

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

DEGENKOLB ENGINEERS

FOR

PROFESSIONAL SERVICES

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

WITNESSETH:

WHEREAS, District intends to construct the Force Main Stabilization at Alameda Creek Project (hereinafter referred to as Project), and

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

- 20.1 District and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 20.2 Neither District nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any

duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent engineers, associates, and subcontractors as he may deem appropriate to assist him/her in the performance of the Services hereunder and in accordance with Article 7.

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

ARTICLE 21 – INFORMATION SYSTEM SECURITY

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

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

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

ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

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

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

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

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

ARTICLE 23 - EXCEPTIONS

No exceptions.

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

UNION SANITARY DISTRICT

DEGENKOLB ENGINEERS

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

By: _____
Cale Ash, P.E., S.E.
Principal, Group Director

Date: _____

Date: _____

FORCE MAIN STABILIZATION AT ALAMEDA CREEK PROJECT

TASK ORDER NO. 1

TO

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

DEGENKOLB ENGINEERS

FOR

PROFESSIONAL SERVICES

Dated _____

1. PURPOSE

The purpose of Task Order No. 1 is to authorize Degenkolb Engineers (Engineer) to provide the preliminary design services for the Force Main Stabilization at Alameda Creek Project (Project).

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the Union Sanitary District's (District) Project Manager, Richard Thow.

3. SCOPE OF SERVICES

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

Task 1 Project Management

The Engineer shall engage all the key stakeholders and summarize the overall project workplan. The Engineer shall establish an effective process for project implementation, design criteria, potential alternatives, and geotechnical analysis approach. This task shall include the following:

- Project Start-up: Establish communication protocols, develop project plan and schedule, review existing documentation.
- Kickoff Meeting: Conduct a Project kickoff meeting with the District to review the scope of work, schedule and budget. This meeting will allow the team to gather pertinent documents, review information needs, establish a working group, and discuss expectations, including schedule and budget, for the project. The project schedule will be reviewed, and dates will be established for meetings as well as milestone deliverables.
- Ongoing Project Management Tasks:
 - Prepare Monthly Progress Reports
 - Bi-weekly PM Meetings

Task 2 Soil Stabilization Approach Validation

The Engineer shall develop the recommended soil stabilization approach for the Project. This task shall include the following:

Task 2.1 – Lateral Spreading Analysis

- Conduct a limit equilibrium analysis of lateral spreading risk to the force main associated with the Detention Basin and System B ponds not previously considered as part of the ENGeo's Geotechnical Exploration Report dated November 2021. Previous analysis only considered lateral spreading associated with Alameda Creek.
- Updating and finalizing the existing DRAFT Geotechnical Report to incorporate the lateral spreading analysis performed for the Detention Basin and System B ponds, and the peer review memorandum provided by DCM Consulting.
- The District and DCM Consulting will review the updated geotechnical report to confirm that all comments have been adequately addressed prior to the report being finalized.

Task 2.2 - Pipeline Modeling

- Force main deformation capacity shall be determined through a finite-element analysis of the pipeline and pipe joints. The analysis shall evaluate the maximum deformation capacity of the force main as well as the performance under the estimated soil deformation profiles. The results of this analysis will help inform the allowable soil deformation profiles for the evaluation of soil stabilization approaches.

Task 2.3 – Stabilization Options Evaluation

- In addition to the sheet pile approach previously identified, alternative approaches will be discussed with ground-improvement contractors to identify a range of potential options. Preliminary designs and planning level cost estimates shall be developed for each alternative considered to be feasible (up to three stabilization options) in collaboration with ENGEO, DCM, and the District.

Task 2.4 – Soil Stabilization Approach TM

- Engineer shall develop a technical memorandum (TM) that presents a recommended soil stabilization approach and summarizes the key findings from Stabilization Options Evaluation, pipeline modeling, and the updated Geotechnical Exploration Report.
- Engineer shall conduct a workshop/presentation meeting with the District to present its findings to staff. Feedback from this workshop along with written comments will be provided to the Engineer prior to finalizing the Soil Stabilization Approach TM.

4. DELIVERABLES

Task 1 Project Kickoff Meeting

- Meeting Minutes

Task 2 Soil Stabilization Approach Validation

- Final Geotechnical Exploration Report
- Soil Stabilization Approach TM; including cost estimates.
- Workshop/Presentation Meeting Minutes

Engineer shall submit all final reports and technical memoranda to the District electronically in both Word and .pdf formats.

5. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. Subconsultants and outside services will be billed at actual cost plus 5%; other direct costs will be billed at actual cost; and mileage will be billed at prevailing IRS standard rate.

The not-to-exceed amount shall be \$113,717. A summary of the anticipated distribution of cost and manpower between tasks is shown in Exhibit A.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Predesign Services	\$113,717	Yes	Paul Eldredge
Total	\$113,717		

6. TIME OF COMPLETION

All work defined in this Task Order No. 1 shall be complete in 6 months and is subject to the conditions of Article 3 of this Agreement. An anticipated milestone schedule is summarized as follows:

- Kick-off Meeting: 1 month after Notice to Proceed (NTP)
- Updated Geotechnical Report (for District review): 2 months after NTP
- District Review Comments of Updated Geotech Report: 2.5 months after NTP
- Pipeline Modeling: 4 months after NTP
- Final Geotechnical Report: 4 months after NTP
- Draft Soil Stabilization Approach TM (for District review): 5 months after NTP
- District Review Comments of Soil Stabilization Approach TM: 5 months after NTP
- Final Soil Stabilization Approach TM: 6 months after NTP

7. KEY PERSONNEL

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

<u>Role</u>	<u>Key Person to be Assigned</u>
Principal in Charge	<i>Roger Parra</i>
Project Manager	<i>Cale Ash</i>
Pipeline Analysis	<i>Mahmoud Hachem</i>

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

District approves Engineer's retention of the following subconsultants to complete the scope of services: (1) ENGEO and (2) DCM Consulting, Inc. In addition, Engineer is permitted to retain the services of Mahmoud Hachem as an internal consultant and these services will be billed on an hourly basis as a Senior Associate.

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

ENGINEER

UNION SANITARY DISTRICT

DEGENKOLB ENGINEERS

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

By: _____
Cale Ash, P.E., S.E.
Principal, Group Director

Date: _____

Date: _____

EXHIBIT A
FORCE MAIN STABILIZATION AT ALAMEDA CREEK
COST BREAKDOWN

UNION SANITARY DISTRICT Force Main Stabilization at Alameda Creek Project Task Order No. 1 - Preliminary Design Services	Degenkolb Engineers				ENGEO					DCM Consulting	Subconsultant Mark-up (5%)	Total Fee
	Project Principal \$335/hr	Project Manager \$300/hr	Senior Associate \$270/hr	Design Engineer \$205/hr	Principal \$365/hr	Senior \$265/hr	Project \$235/hr	Graphics \$175/hr	Project Assistant \$145/hr	Principal \$250/hr		
Rate	\$335	\$300	\$270	\$205	\$365	\$265	\$235	\$175	\$145	\$250		
Phase 1 - Preliminary Design												
Task 1 Project Management												
1.1 Review Existing Documents		4	4		4	4	4			2		
1.2 Kickoff Meeting	2	6	2		4	4				2		
1.3 Bi-Weekly Progress Meetings		8	4									
1.4 Monthly Client Progress Review		4										
1.5 Project Management	1	16										
Task 1 - Hours	3	38	10	0	8	8	4	0	0	4		
Task 1 - Fees	\$ 1,005	\$ 11,400	\$ 2,700	\$ -	\$ 2,920	\$ 2,120	\$ 940	\$ -	\$ -	\$ 1,000	\$ 349	\$ 22,434
Task 2 Soil Stabilization Approach Validation												
2.1 Lateral Spreading Analysis	2	8	4		4	8	24	4	4			
2.2 Pipeline Modeling			72									
2.3 Stabilization Options Evaluation		8		24	20	20	4		2	20		
2.4 Soil Stabilization Approach TM	4	12	48		4	8	16	4	4	10		
Task 2 - Hours	6	28	124	24	28	36	44	8	10	30		
Task 2 - Fees	\$ 2,010	\$ 8,400	\$ 33,480	\$ 4,920	\$ 10,220	\$ 9,540	\$ 10,340	\$ 1,400	\$ 1,450	\$ 7,500	\$ 2,023	\$ 91,283
Total Hours and Fees												
Total Hours	9	66	134	24	36	44	48	8	10	34		
Sub-total Fees	\$3,015	\$19,800	\$36,180	\$4,920	\$13,140	\$11,660	\$11,280	\$1,400	\$1,450	\$8,500		
Total Fees	\$ 63,915				\$ 38,930					\$ 8,500	\$ 2,372	\$ 113,717



USD TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**MARCH 25, 2024
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 15**

TITLE: **Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Woodard & Curran, Inc. for the FY24 Gravity Sewer Rehabilitation/Replacement 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
Jose Rivas, Assistant Engineer

Recommendation

Staff recommends the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Woodard & Curran, Inc. (W&C) in the amount of \$153,196 for the FY24 Gravity Sewer Rehabilitation/Replacement Project (Project).

Discussion

The District's routine television inspection of the collection system identifies gravity sewers with maintenance problems and structural defects that need replacement or rehabilitation. Depending on the scope, location, and depth of these sewers, some deficiencies require staff to obtain the services of qualified engineering firms and contractors to facilitate their repairs. The scope of this project includes 12 sewers, ranging from 6-inches to 18-inches in diameter, with deficiencies such as capacity, offset joints, sags, cracks, and inflow and infiltration. These sewers are shown on Figure 1, and the deficiencies for each location are listed in Table 1.

The deficiencies for some of the notable project locations are described below:

1. Site Nos. 1 and 2 were identified in the Newark Basin Master Plan, completed in September 2019. The gravity sewer mains on Musick Avenue and Mayhews Landing Road in the City of Newark are capacity deficient under peak wet weather flow conditions and

need upsizing. Phase 1 of this pipeline segment, located on Musick Avenue between Hafner Street and Newark Boulevard, will be addressed in this project by upsizing the current 8-inch diameter pipeline with a 12-inch diameter pipeline. Refer to Figure 2 for a map of this area.

2. Site Nos. 3, 4, and 5 are for the rehabilitation/replacement of multiple offset joints and sags located along the alignment of 8-inch and 6-inch sewers on Mission Boulevard. These sites will require permitting with Caltrans, and challenging bypass systems and traffic control setups to facilitate the work.
3. Site No. 6 is for the rehabilitation/replacement of an 18-inch gravity trunk sewer with a moderate to severe sag located at the I-880 sewer main crossing near Wateree Court in the City of Fremont. Refer to Figure 3 for a map of this site.
4. Site No. 10 is located within an easement on private property approximately 0.5 mile west of the Woodside Terrace cul-de-sac in the City of Fremont. During the 2022-23 winter storms, soils on the downhill side of existing manhole G24006 were washed out causing a soil slide which exposed the top four feet of the manhole barrel. A temporary solution was implemented as part of the East Warren Avenue Sanitary Sewer Replacement Project, which includes the installation of plastic sheeting over the washed-out area. Long-term measures will be included as part of this project. Refer to Figures 4 through 6 for photos of this site.

Task Order No. 1

The purpose of Task Order No. 1 is to authorize W&C to provide engineering predesign services for the Project. Among other things, this effort will include determining the appropriate repair method for each site as well as an estimated construction cost. Due to the various options being considered, no preliminary construction cost estimate has yet been developed for the Project.

W&C’s scope of services and fees for Task Order No. 1 are summarized below:

Task No.	Task Description	Fee
1	Project Management	\$18,523
2	Review Existing Information	\$30,124
3	Preliminary Design Services	\$104,549
Task Order No. 1 Not-to-Exceed Fee		\$153,196

Staff believes the total not-to-exceed fee of \$153,196 is reasonable given the level of effort required. W&C anticipates completing the predesign by late summer/early fall 2024.

Background

The District’s wastewater collection system is comprised of over 800 miles of sanitary sewer among three major drainage basins: Alvarado, Newark, and Irvington. The District cleans and televises the existing collection system on a 7-year cycle. Through these television inspections,

pipe defects such as breaks, offset joints, and sags are identified and recommended for rehabilitation or replacement.

Since 2010, the District has completed seven phases of gravity sewer rehabilitation/replacement projects (formerly miscellaneous spot repair projects) which are summarized in the table below:

Project	No. of Repairs	Final Construction Cost
Project 1 (Phase I)	6	\$391,596
Project 2 (Phase II)	5	\$179,412
Project 3 (Phase III)	15	\$275,806
Project 4 (Phase IV)	14	\$622,529
Project 5 (Jarvis Avenue Sanitary Sewer Replacement Project)	5	\$1,045,634
Project 6 (Phase VI)	5	\$288,588
Project 7 (FY21)	6	\$629,097

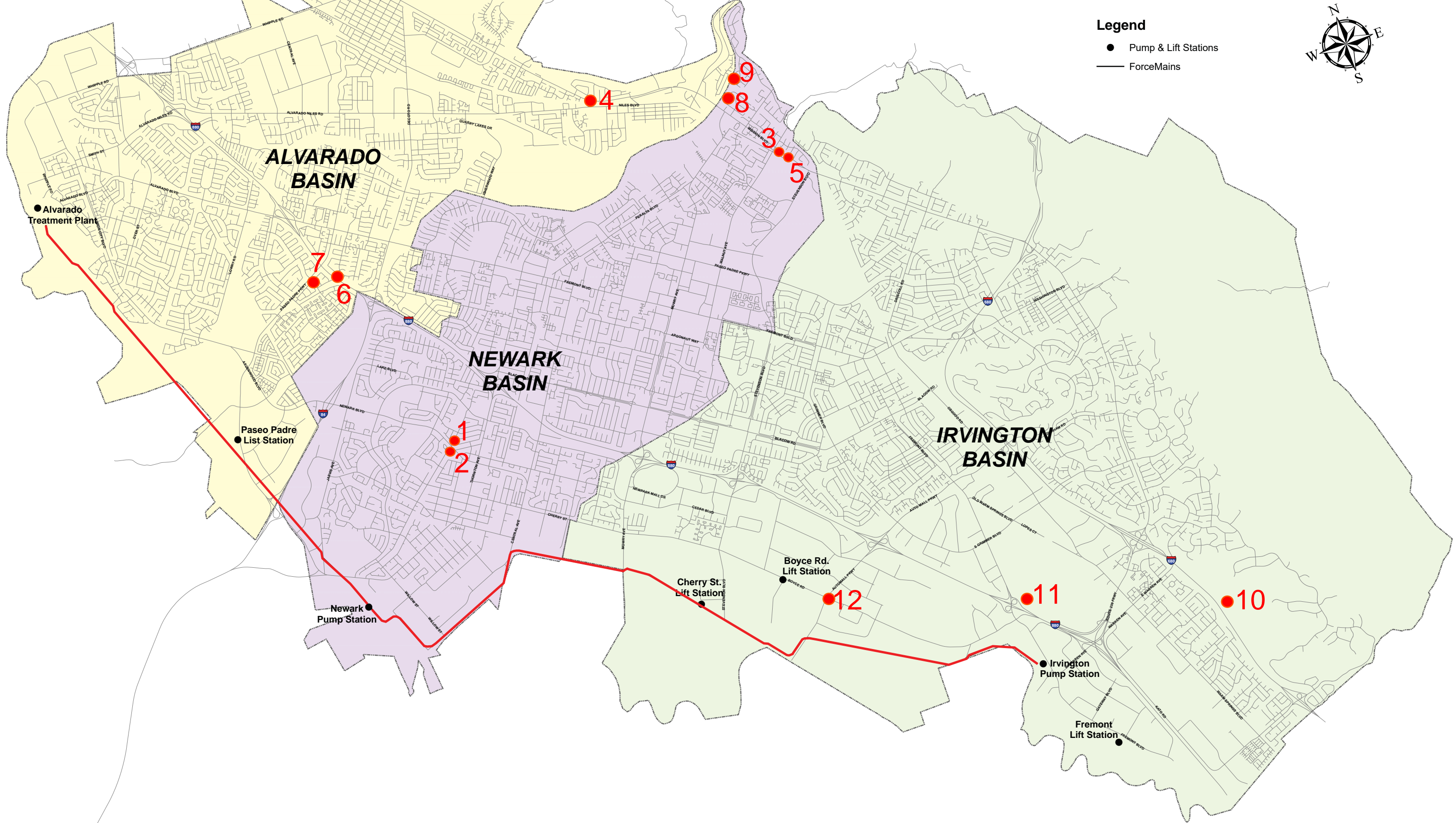
Staff issued Requests for Proposals (RFPs) inviting seven qualified engineering firms to participate in the consultant selection process. On December 15, 2023, three proposals were received from Woodard & Curran, West Yost and Associates, and Consor Engineers. Staff selected Woodard & Curran due to their team’s experience working together on similar projects, most notably the Irvington Basin RCP Rehabilitation Project.

Previous Board Action

None

- Attachments: Figure 1 – Site Plan
 Figure 2 – Site Map (Sites 1 and 2)
 Figure 3 – Site Map (Site 6)
 Figures 4 through 6 – Photos (Site 10)
 Table 1 – Project Locations and Deficiencies
 Agreement
 Task Order No. 1

FIGURE 1 : Union Sanitary District Sewer Drainage Basins



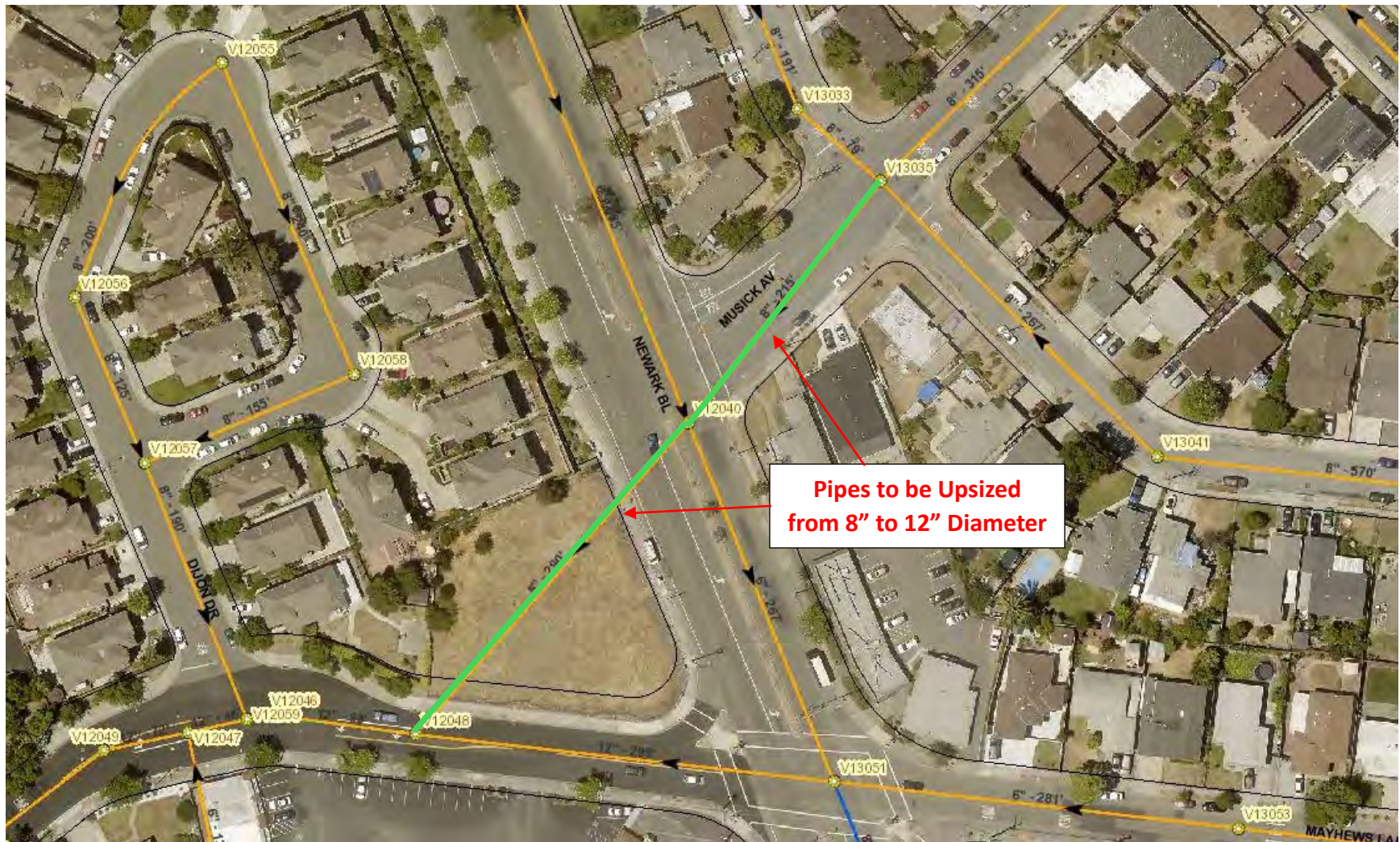


Figure 2 – Site Nos. 1 and 2 (Musick Avenue) – Location of Phase 1 Capacity Improvements



Figure 3 – Site No. 6 (Waterree Court) – Moderate to Severe Sagging



Figure 4 - Manhole G24006 - Before Installation of Slope Protection - Looking North



Figure 5 - Manhole G24006 - Before Installation of Slope Protection - Looking South



Figure 6 - Manhole G24006 - Temporary Slope Protection - Looking North

Table 1 – Project Locations and Deficiencies

Site No.	Street Name	City	Diameter, in.	Length, ft.	Comments
1	Musick Avenue	Newark	8	215	Capacity deficiency under peak wet weather flow.
2	Musick Avenue	Newark	8	290	Capacity deficiency under peak wet weather flow.
3	Mission Boulevard	Fremont	6	300	Several offset joints along main.
4	Mission Boulevard	Fremont	8	280	Sags in pipe along main.
5	Mission Boulevard	Fremont	6	345	Sags in pipe along main.
6	Wateree Court	Fremont	18	525	Sags in large diameter pipe along main; I-880 crossing.
7	Siward Avenue	Fremont	18	384	Sags in large diameter pipe along main; near Paseo Padre Pkwy intersection.
8	Barton Drive	Fremont	6	307	Severe offset joint with minor to moderate sags along main.
9	Timpanogas Court	Fremont	8	270	Severe cracking with moderate sags along main; near water main and storm drain crossings.
10	Woodside Terrace	Fremont	N/A	N/A	Manhole frame and barrel are exposed due to steep terrain, heavy rainfall, and existing soil conditions.
11	Kato Road	Fremont	6 (sewer lateral)	N/A	Moderate/severe inflow and infiltration at lateral connection to trunk main.
12	Cushing Parkway	Fremont	6 (sewer lateral)	N/A	Moderate/severe inflow and infiltration at lateral connection to trunk main.

FY24 GRAVITY SEWER REHABILITATION/REPLACEMENT PROJECT

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

WOODARD & CURRAN, INC.

FOR

PROFESSIONAL SERVICES

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

WITNESSETH:

WHEREAS, District intends to construct the FY24 Gravity Sewer Rehabilitation/Replacement Project (hereinafter referred to as Project), and

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

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

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

ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 2 - COMPENSATION

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

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

Definitions are as follows:

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

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

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

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

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

ARTICLE 3 - PERIOD OF SERVICE

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

ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

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

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

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

ARTICLE 5 - STANDARD OF CARE

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

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

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

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 10 - RECORDS OF LABOR AND COSTS

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

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

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

ARTICLE 11 - INSURANCE

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 - LIABILITY AND INDEMNIFICATION

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

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

ARTICLE 13 - INDEPENDENT CONTRACTOR

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

ARTICLE 14 - COMPLIANCE WITH LAWS

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

ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 16 - TERMINATION OF CONTRACT

16.1 The obligation to continue Services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

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

ARTICLE 17 - UNCONTROLLABLE FORCES

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

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

ARTICLE 18 - MISCELLANEOUS

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

ARTICLE 19 - INTEGRATION AND MODIFICATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

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

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

ARTICLE 21 – INFORMATION SYSTEM SECURITY

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

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

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

ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

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

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

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

ARTICLE 23 - EXCEPTIONS

23.1 Replace Article 12.7 with the following:

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

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

UNION SANITARY DISTRICT

WOODARD & CURRAN, INC.

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

By: _____
David L. Richardson, P.E.
Vice President

Date: _____

Date: _____

FY24 GRAVITY SEWER REHABILITATION/REPLACEMENT PROJECT

TASK ORDER NO. 1

TO

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

WOODARD & CURRAN, INC.

FOR

PROFESSIONAL SERVICES

Dated _____

1. PURPOSE

The purpose of Task Order No. 1 is to authorize Woodard & Curran, Inc. (Engineer) to provide the preliminary engineering design services for the FY24 Gravity Sewer Rehabilitation/Replacement Project (Project).

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the Union Sanitary District's (District) Project Manager, Jose Rivas.

3. SCOPE OF SERVICES

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

Task 1 Project Management

The Engineer shall establish an effective process to conduct project management activities including project coordination, communication, progress agenda, meeting minutes, and provide potential alternatives. This task shall include the following:

- Meetings:
 - Kick-off Meeting
 - Preliminary Design Report Review Meeting
- Project Tracking, Invoicing, and Communication: The Engineer shall provide regular project coordination, communication, and updates to the District to report progress on the project scope, budget, and schedule. In addition, the Engineer shall also prepare and submit progress reports with the monthly project invoice.

Task 2 Review Existing Information

Engineer shall complete a field visit, review and assess the existing CCTV inspection videos and associated inspection logs/data, available as-builts, and other available information for each of the site locations identified in Exhibit B. As part of its review, the Engineer shall identify if additional CCTV and/or manhole inspection data may be necessary to confirm the length and extent of the pipeline defects and repairs, and effort to determine the location of existing laterals and defects along each pipeline alignment using CCTV data.

Task 3 Preliminary Design Services

Engineer shall develop a draft Preliminary Design Report (PDR) to serve as a basis for the final design of the individual site locations throughout the cities of Fremont and Newark. See attached Exhibit B for site locations, observed defects, and assumed repair or replacement method. This task shall include, but is not limited to, the following:

Task 3.1 - Draft Preliminary Design Report

- Project descriptions, background, and objectives.
- Permitting and easement constraints/requirements.
- Existing utility information and coordination requirements.
- Confirmation of repair or replacement method.
- Constructability and access requirements.
- Bypass system requirements.
- Preliminary construction cost estimates (AACE Class 3) for all locations – See Exhibit B for additional information.

Task 3.2 - Utility Research:

- Engineer shall submit an Underground Service Alert (U.S.A.) Design Ticket to generate a list of utility agencies/owners in the project areas. The Engineer shall contact and track communications with utility agencies/owners identified on the U.S.A. ticket. Engineer shall prepare and send contact letters at the preliminary design phase (Utility “A” Letter) requesting record drawings or other available utility mapping within the project area and review of the utility mapping on the drawings.

Task 3.3 - Geotechnical Investigation:

- The design team (Woodard and Curran and Delve Engineering) shall review geotechnical reports for private and public works projects in the vicinity of the project areas from their own archives, and as made available by the District. The design team shall also review published reports and maps by the Association of Bay Area Governments, U.S., Geological Survey, U.S. Soil Conservation Service, and the California Geological Survey, including for soil, bedrock, and seismic setting (e.g., faulting, shaking, and liquefaction). Their review shall also include historical aerial photographs and topographic maps.
- The design team shall conduct a site visit to the Woodside Terrace (G24006) project site to visually evaluate the condition of the site and feasible methods for repairing and stabilizing the slope below the manhole. The site visit observations shall be summarized in a technical memorandum and provide high-level discussions on feasible methods that can be considered for restoring stability to the slope below the manhole. The memorandum shall include the following: project description, geotechnical research findings, geologic and seismic setting of the project area, potential geologic hazards, current IBC/CBC seismic Soil Class, and a summary of the site visit to inform preliminary repair recommendations. This information will be included in the Preliminary Design Report.
- The design team shall evaluate the pipe sag for the Wateree Ct project (AC12051-AB12001). The evaluation shall include a review of as-built information, historical maintenance records, video surveys of the pipe sag, and other pertinent applicable information pertaining to the existing pipe sag as made available by the District. The project team shall conduct a site visit to document the existing site and pool conditions relative to the location of the pipe sag. Results of the desktop and field evaluation will be presented in a technical memorandum and discussion will be incorporated into the Preliminary Design Report.

4. DELIVERABLES

Task 1 Project Management

- Project Meeting Agenda (pdf format, emailed)
- Project meeting minutes with Action Item list (pdf format, emailed)
- Monthly invoice and progress report (pdf format, emailed)

Task 3 Preliminary Design Services

- Draft Preliminary Design Report (pdf format, emailed)
- Final Preliminary Design Report (pdf format, emailed)

The Engineer shall submit the final Preliminary Design Report to the District electronically.

5. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. Subconsultants and outside services will be billed at actual cost plus 5%; other direct costs will be billed at actual cost; and mileage will be billed at prevailing IRS standard rate.

The not-to-exceed amount shall be \$153,196. A summary of the anticipated distribution of cost and manpower between tasks is shown in Exhibit A.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required? (Yes/No)	District Staff Approval
Task Order No. 1 – Preliminary Design Services	\$153,196	Yes	Paul Eldredge
Total	\$153,196		

6. TIME OF COMPLETION

All work defined in this Task Order No. 1 shall be complete in 5 months and is subject to the conditions of Article 3 of this Agreement. An anticipated milestone schedule is summarized as follows:

- Kick-off Meeting: 1 month after Notice to Proceed (NTP)
- Review Existing Information: 1 month after NTP
- Utility “A” Letter Submitted: 1 month after NTP
- Geotechnical Site Visit: 1 month after NTP
- Draft Preliminary Design Report (PDR): 3 months after NTP
- District Review Comments of Draft PDR: 3.5 months after NTP
- Final Geotechnical Report: 4 months after NTP
- Final PDR Submittal: 4 months after NTP

8. KEY PERSONNEL

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

<u>Role</u>	<u>Key Person to be Assigned</u>
Principal in Charge	Dave Richardson
Project Manager	Madison Veggian
Project Engineer	Nathan Hanson

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

ENGINEER

UNION SANITARY DISTRICT

WOODARD & CURRAN, INC.

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

By: _____
Dave Richardson, P.E.
Senior Principal

Date: _____

Date: _____

By: _____
Madison Veggian, P.E.
Assistant Principal/Technical Manager

Date: _____



Union Sanitary District
FY24 Gravity Sewer Rehabilitation/Replacement Project

3/3/2024

Tasks	Labor						Total Hours	Total Labor Costs	Outside Services		ODCs	Total	
	Dave Richardson	Madison Veggian	Nathan Hanson	TBD	Jen Glynn	Admin			Sub	Subtotal	Sub Consultant Total Cost with Markups	ODCs	Total Fee
	Principal-In-Charge	Project Manager	Project Engineer	Staff Engineer	QA/QC Review (Design)	Admin			Geotechnical Investigation				
	STPL	TM2	PE1	E2	STPL	PA			Delve				
\$365	\$330	\$280	\$240	\$365	\$140								
Task 1: Project Management													
1.1 Project Meetings										\$0	\$0	\$0	\$0
1.1.1 Kickoff Meeting		2	2				4	\$1,220		\$0	\$0	\$0	\$1,220
1.1.2 Preliminary Design Report Review Meeting		2	2				4	\$1,220		\$0	\$0	\$0	\$1,220
1.1.3 STAR/QA QC Workshop	2	4	4	2	2		14	\$4,380		\$0	\$0	\$0	\$4,380
1.2 Project Tracking, Invoicing, and Communications (4 Months)		12				8	20	\$5,080	\$6,308	\$6,308	\$6,623	\$0	\$11,703
Subtotal Task 1:	2	20	8	2	2	8	42	\$11,900	\$6,308	\$6,308	\$6,623	\$0	\$18,523
Task 2: Review Existing Information													
2.1 Review Existing Information										\$0	\$0	\$0	\$0
2.1.1 Field Visit		8					8	\$2,640	\$7,160	\$7,160	\$7,518	\$200	\$10,358
2.1.2 Review Existing Information		8	16				24	\$7,120	\$12,044	\$12,044	\$12,646	\$0	\$19,766
Subtotal Task 2:	0	16	16	0	0	0	32	\$9,760	\$19,204	\$19,204	\$20,164	\$200	\$30,124
Task 3: Preliminary Design Services													
3.1 Preliminary Design Report										\$0	\$0	\$0	\$0
3.1.1 Draft		40	100	8	8		156	\$46,040		\$0	\$0	\$0	\$46,040
3.1.2 Final		12	24				36	\$10,680		\$0	\$0	\$0	\$10,680
3.2 Utility Research		4	8	60			72	\$17,960		\$0	\$0	\$0	\$17,960
3.3 Geotechnical Investigation		8	4				12	\$3,760	\$24,866	\$24,866	\$26,109	\$0	\$29,869
Subtotal Task 3:	0	64	136	68	8	0	276	\$78,440	\$24,866	\$24,866	\$26,109	\$0	\$104,549
TOTAL	2	100	160	70	10	8	350	\$ 100,100	\$ 50,378	\$ 50,378	\$ 52,896	\$ 200	\$ 153,196

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

EXHIBIT B
FY24 GRAVITY SEWER REHABILITATION/REPLACEMENT PROJECT
TENTATIVE SITE LOCATIONS, OBSERVED DEFECTS, AND ASSUMED REPAIR METHOD

Street	City	Diameter	Length	Depth	Material	Asset ID	Observed Defects from CCTV (Footages provided are along pipe)	Assumed Repair Method	Draft Preliminary Design Report will include, but not limited to:
MUSICK AVENUE	NEWARK	8"	215'	8'	VCP	V13035-V12040	Upsize 215-ft of existing 8-inch VCP to 12-inch pipe via open trench or trenchless methods.	Open Cut or Trenchless Methods	Preliminary construction schedules
MUSICK AVENUE	NEWARK	8"	290'	8'	VCP	V12040-V12048	Upsize 290-ft of existing 8-inch VCP to 12-inch pipe via open trench or trenchless methods. Reconnect existing sewer lateral serving 36385 Dijon Drive.	Open Cut or Trenchless Methods	Preliminary construction schedules
MISSION BOULEVARD	FREMONT	6"	300'	11'	VCP	AA20004-AB20024	Downstream of Manhole AA20004: Repair offsets of 6-inch VCP pipe at 113-ft to 127-ft and 167-ft to 182-ft.	Open Cut Construction	Preliminary construction schedules
MISSION BOULEVARD	FREMONT	8"	280'	9'	VCP	AE17005-AE17013	Downstream from AE17005: Remove and repair 161-foot sag from 119-ft to 280-ft.	Open Cut Construction	Preliminary construction schedules
MISSION BOULEVARD	FREMONT	6"	345'	7.4'	VCP	AA20021-AA20011	Downstream of AA20021: Remove and repair 115-foot sag from 60-ft to 175-ft.	Open Cut Construction	Preliminary construction schedules
WATEREE COURT	FREMONT	18"	525'	15.5'	VCP	AC12051-AB12001	Downstream of AC12051: Remove and repair 86-foot sag from 210-ft to 296-ft.	Open Cut Construction or by new installation (method to be determined).	Preliminary construction schedules, summary of conditions, and preliminary repair recommendations.
SIWARD AVENUE	FREMONT	18"	384'	15.6'	VCP	AC11050-AC11034	Downstream from Manhole AC11050: Remove and repair 217-foot sag from 33-ft to 250-ft.	Open Cut Construction	Preliminary construction schedules
BARTON DRIVE	FREMONT	6"	307'	2.2'	VCP	AD19021-AD19025	Downstream of AD19021: Remove and repair offset of 6" VCP pipe at 296-ft.	Open Cut Construction	Preliminary construction schedules

EXHIBIT B CONTINUED
 FY24 GRAVITY SEWER REHABILITATION/REPLACEMENT PROJECT
 TENTATIVE SITE LOCATIONS, OBSERVED DEFECTS, AND ASSUMED REPAIR METHOD

Street	City	Diameter	Length	Depth	Material	Asset ID	Observed Defects from CCTV (Footages provided are along pipe)	Assumed Repair Method	Draft Preliminary Design Report will include, but not limited to:
TIMPANOGAS COURT	FREMONT	8"	270'	5.4'	VCP	AD19008-AD19002	<p>Pipe alignment has an 80-foot sag from 30-ft to 110-ft downstream of AD19908 near existing ACWD water main crossings, storm drain crossing, and in location with poor soil conditions.</p> <p>Replace sewer line with new alignment that avoids/minimizes crossings with the existing ACWD water main.</p>	Open Cut Construction	Preliminary construction schedules
WOODSIDE TERRACE	FREMONT	N/A	N/A	N/A	N/A	G24006	<p>Manhole frame and barrel are exposed due to steep terrain, heavy rainfall, and existing soil conditions. Short-term repair of manhole being performed under separate contract.</p> <p>Evaluate long-term methods for repairing manhole and stabilizing of surrounding soils.</p>	Evaluate methods for manhole repair and stabilization.	Summary of conditions and preliminary repair recommendations.
KATO RD	FREMONT	6" (sewer lateral)	N/A	17'	VCP	J21006–J21008	Moderate to severe I/I observed at 6" lateral connection to 42" RCP trunk main located at 212-ft downstream of J21006. Evaluate methods for repair.	Evaluate methods for future repair of the connection between the lateral and trunk main sewer.	Discussion of lateral connection repair methods.
CUSHING PKWY	FREMONT	6" (sewer lateral)	N/A	12'	PVC	L18004-L18005	Moderate to severe I/I observed at 6" lateral connection to 36" RCP trunk main located at 40' downstream of manhole L18004. Evaluate methods for repair.	Evaluate methods for future repair of the connection between the lateral and trunk main sewer.	Discussion of lateral connection repair methods

**UNION SANITARY DISTRICT
CHECK REGISTER
03/02/2024-03/15/2024**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
186830	3/7/2024	114	800532.21	W.M. LYLES CO	MP - AERATION BASIN MODIFICATIONS	\$3,678,185.75	\$3,678,185.75
186887	3/14/2024	114	800545.16	ZOVICH CONSTRUCTION	CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$1,865,012.62	\$1,865,012.62
186792	3/7/2024	114	2011800436	HAZEN AND SAWYER	ETSU PHASE 1B PROJECT	\$293,740.29	\$478,530.25
	3/7/2024	114	2011801023		MP - AERATION BASIN MODIFICATIONS	\$70,745.89	
	3/7/2024	114	2011801118		CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$114,044.07	
186814	3/7/2024	114	204641	PSOMAS CORP	AERATION BASIN MODIFICATIONS (0532) & CAMPUS BUILDING (0545)	\$227,085.51	\$227,085.51
186831	3/7/2024	114	800532.21E	W.M. LYLES CO	MP - AERATION BASIN MODIFICATIONS - ESCROW	\$193,588.72	\$193,588.72
186877	3/14/2024	110	45761	SYNAGRO WEST LLC	JAN 2024 BIOSOLIDS DISPOSAL	\$158,263.70	\$158,263.70
186888	3/14/2024	114	800545.16E	ZOVICH CONSTRUCTION	CAMPUS BUILDINGS (ADMIN, FMC, OPS) - ESCROW	\$98,158.56	\$98,158.56
186843	3/14/2024	170	58355	CARBON ACTIVATED CORPORATION	GAS SKID MEDIA EXCHANGE	\$66,356.00	\$66,356.00
186832	3/7/2024	123	52688	WECO INDUSTRIES LLC	OZIII-S CAMERA ASSEMBLY	\$30,515.13	\$56,406.93
	3/7/2024	123	53120		S240 GAL SANAFOAM VAPOROOTER	\$25,891.80	
186796	3/7/2024	143	W8Y07900015	JACOBS ENGINEERING GROUP, INC	PUMP STATIONS CHEMICAL SYSTEM IMPROVEMENTS	\$52,592.34	\$52,592.34
186842	3/14/2024	143	11510045	BROWN & CALDWELL CONSULTANTS	PRIMARY DIGESTER NO. 7	\$2,634.10	\$45,970.80
	3/14/2024	143	11510046		DIGESTER EFFICIENCY EVALUATION	\$29,506.47	
	3/14/2024	143	11510048		STANDBY POWER SYSTEM UPGRADE	\$13,830.23	
186880	3/14/2024		533620240222	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - FEB 2024	\$32,266.21	\$32,266.21

**UNION SANITARY DISTRICT
CHECK REGISTER
03/02/2024-03/15/2024**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
186854	3/14/2024	110	943573	HASA INC	4618.6 GALS SODIUM HYPOCHLORITE	\$14,578.03	\$30,073.31
	3/14/2024	110	944004		4909.2 GALS SODIUM HYPOCHLORITE	\$15,495.28	
186840	3/14/2024		B0CVJY	BENEFIT COORDINATORS CORP	DELTA DENTAL CLAIMS - FEB 2024	\$22,649.42	\$22,649.42
186822	3/7/2024	143	2401006	SIEGEL & STRAIN ARCHITECTS	FIELD OPERATIONS BUILDING IMPROVEMENTS	\$20,170.69	\$20,170.69
186873	3/14/2024	170	72268568	ROSEMOUNT ANALYTICAL INC	DIGESTER 1 AND 2 TEMPERATURE TRANSMITTERS	\$18,189.06	\$18,189.06
186816	3/7/2024		3396	REPCOR	3 PIPE PATCH WINTER	\$2,903.87	\$17,170.69
	3/7/2024		3486		4 PIPE PATCH WINTER	\$3,787.65	
	3/7/2024		3488		9 PIPE PATCH KITS	\$3,787.65	
	3/7/2024		3489		11 PIPE PATCH WINTER	\$6,691.52	
186855	3/14/2024	143	201180128	HAZEN AND SAWYER	PRIMARY DIGESTER NO. 6 REHABILITATION	\$4,880.00	\$17,162.50
	3/14/2024	150	201180135		CO-DIGESTION FEASIBILITY STUDY JAN 24	\$12,282.50	
186886	3/14/2024	143	230875	WOODARD & CURRAN INC	ALVARADO BASIN CAPACITY & CONDITION	\$15,895.00	\$15,895.00
186791	3/7/2024	110	942116	HASA INC	4798 GALS SODIUM HYPOCHLORITE	\$15,106.57	\$15,106.57
186785	3/7/2024	110	1426688	DEPARTMENT OF GENERAL SERVICES	SERV: JAN 2024 PLANT	\$14,083.84	\$14,083.84
186813	3/7/2024	110	1810264	POLYDYNE INC	42,900 LBS CLARIFLOC WE-539	\$11,877.94	\$11,877.94
186845	3/14/2024	173	76837	CDW GOVERNMENT LLC	ADOBE ACROBAT LICENSING RENEWAL	\$11,469.90	\$11,469.90
186827	3/7/2024	122	185535	VALLEY OIL COMPANY	2996 GALS UNLEADED 10% ETHANOL GAS	\$11,312.31	\$11,312.31
186860	3/14/2024	110	9017823859	KEMIRA WATER SOLUTIONS INC	48,320 LBS FERROUS CHLORIDE	\$9,407.86	\$9,407.86
186849	3/14/2024		99314	E3 SPARK PLUGS	16 SPARK PLUGS	\$9,312.48	\$9,312.48

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186797	3/7/2024	110	9017823219	KEMIRA WATER SOLUTIONS INC	44,840 LBS FERROUS CHLORIDE	\$9,081.49	\$9,081.49
186801	3/7/2024		374322240301	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - MAR 2024	\$8,773.21	\$8,773.21
186885	3/14/2024	110	847489	WESTERN STATES OIL CO	2150 GAL RED DYED CARB ULTRA LOW SULFUR DIESEL	\$8,440.55	\$8,440.55
186825	3/7/2024	170	347261	CITY OF UNION CITY	CUPA FEES - PLANT	\$8,409.00	\$8,409.00
186772	3/7/2024	110	4071036120240124	ALAMEDA COUNTY WATER DISTRICT	SERV TO:01/19/24-BENSON ROAD	\$7,646.96	\$8,238.08
	3/7/2024	120	4071037120240124		SERV TO: 01/19/24-BENSON ROAD	\$342.49	
	3/7/2024	110	4071038120240124		SERV TO: 01/19/24-BENSON ROAD	\$163.21	
	3/7/2024	170	4088644120240223		SERV: 12/22/2023 TO 02/22/24 - BOYCE ROAD	\$85.42	
186800	3/7/2024		101341	LIBERTY PROCESS EQUIPMENT INC	PUMP PARTS	\$7,336.59	\$7,336.59
186841	3/14/2024	121	411120	BRENNTAG PACIFIC INC	2552 LBS SODIUM HYDROXIDE	\$2,195.76	\$6,567.43
	3/14/2024	121	411121		5104 LBS SODIUM HYDROXIDE	\$4,371.67	
186829	3/7/2024	113	8815264866	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$291.84	\$6,550.35
	3/7/2024	113	8815274646		LAB SUPPLIES	\$840.51	
	3/7/2024		8815281306		LAB SUPPLIES	\$5,418.00	
186833	3/14/2024	170	2000858978	AECOM TECHNICAL SERVICES INC	HAZMAT CONSULTING SERVICES	\$6,121.13	\$6,121.13
186878	3/14/2024	173	20240312	RUFUS TAI	EXP REIMB: VMWARE TRAINING	\$5,827.50	\$5,827.50
186774	3/7/2024		48345	ANCHORED TINY HOMES INC	REFUND # 60931	\$4,599.04	\$4,599.04
186870	3/14/2024	120	916005566225	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - MAR 2024	\$4,593.32	\$4,593.32

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186859	3/14/2024	123	220475	JACK DOHENY SUPPLIES INC	SERVICE: CCTV CAMERA REPAIRS	\$2,515.24	\$4,523.70
	3/14/2024	121	220476		CCTV TRANSPORTOR REPAIR PER INVOICE 220476	\$2,008.46	
186882	3/14/2024		9957200807	VERIZON WIRELESS	WIRELESS SERV 01/21/24-02/20/24	\$1,174.44	\$4,475.87
	3/14/2024		9957200808		WIRELESS SERV 01/21/24-02/20/24	\$3,301.43	
186810	3/7/2024	122	62632	OWEN EQUIPMENT SALES	POTHOLING ASSEMBLY FOR T3343	\$4,401.38	\$4,401.38
186809	3/7/2024	170	20241600110	NORTHEAST-WESTERN ENERGY SYS	CREDIT: SHAFT SEAL	\$-1,901.94	\$4,021.22
	3/7/2024	170	20241600115		ASTD PARTS	\$4,647.66	
	3/7/2024	170	20241600127		1 SHAFT SEAL	\$1,275.50	
186790	3/7/2024	123	2652109	GRANITE CONSTRUCTION COMPANY	EZ STREET COLD PAVING PATCH	\$3,966.36	\$3,966.36
186850	3/14/2024	173	2024432	FARALLON GEOGRAPHICS INC	ARCHES SSC SOFTWARE SUPPORT	\$3,850.00	\$3,850.00
186779	3/7/2024		B0CSM3	BENEFIT COORDINATORS CORP	DELTA DENTAL AND VSP STMT - MAR 2024	\$3,754.25	\$3,754.25
186776	3/7/2024		21297302	AT&T	SERV: 01/20/24 - 02/19/24	\$29.35	\$3,580.52
	3/7/2024		21297304		SERV: 01/20/24 - 02/19/24	\$3,293.31	
	3/7/2024		21297326		SERV: 01/20/24 - 02/19/24	\$257.86	
186811	3/7/2024		19899	PAN-CAL CORPORATION	REFUND # 60917	\$3,500.00	\$3,500.00
186865	3/14/2024		2024011013	NBS	BOND DISCLOSURE SERVICES	\$3,444.52	\$3,444.52

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186883	3/14/2024	113	8815341093	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$1,400.59	\$3,370.59
	3/14/2024	113	8815348889		LAB SUPPLIES	\$584.99	
	3/14/2024	113	8815361622		LAB SUPPLIES	\$64.83	
	3/14/2024	113	8815366594		LAB SUPPLIES	\$1,320.18	
186778	3/7/2024	122	38442	BAY COUNTIES DIESEL SERVICE	DIAGNOSE AND REPAIR TRUCK T2373	\$3,012.93	\$3,012.93
186869	3/14/2024	170	111490	RAMOS OIL COMPANY INC	275 GALLON COOLANT TOTE	\$2,743.94	\$2,743.94
186808	3/7/2024	170	146022	NEW IMAGE LANDSCAPING CO	LANDSCAPE MAINTENANCE - FMC - FEB	\$2,645.04	\$2,645.04
186852	3/14/2024	122	9009476194	GRAINGER INC	ASTD PARTS & MATERIALS	\$22.62	\$2,534.89
	3/14/2024		9010509058		ASTD PARTS & MATERIALS	\$177.22	
	3/14/2024	111	9010678564		ASTD PARTS & MATERIALS	\$470.84	
	3/14/2024		9010678572		ASTD PARTS & MATERIALS	\$1,775.81	
	3/14/2024	122	9012836822		ASTD PARTS & MATERIALS	\$57.52	
	3/14/2024	113	9012836830		ASTD PARTS & MATERIALS	\$30.88	
186823	3/7/2024		20240306	JOSE SOTO	COMPUTER NOTE	\$2,485.48	\$2,485.48
186837	3/14/2024		1637692	BADGER METER INC	NEWARK MANHOLE SENSOR	\$2,425.95	\$2,425.95

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186789	3/7/2024		9000321183	GRAINGER INC	ASTD PARTS & MATERIALS	\$99.94	\$2,100.53
	3/7/2024	122	9003690451		ASTD PARTS & MATERIALS	\$36.54	
	3/7/2024		9004869179		ASTD PARTS & MATERIALS	\$889.37	
	3/7/2024	170	9005323929		ASTD PARTS & MATERIALS	\$138.88	
	3/7/2024	122	9006009337		ASTD PARTS & MATERIALS	\$24.28	
	3/7/2024	111	9006259916		ASTD PARTS & MATERIALS	\$8.09	
	3/7/2024	170	9006528112		ASTD PARTS & MATERIALS	\$478.29	
	3/7/2024		9977494195		ASTD PARTS & MATERIALS	\$425.14	
186815	3/7/2024	123	8201156863	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: S. BULLIS	\$215.54	\$1,997.22
	3/7/2024	171	8201157389		SAFETY SHOES: E. SEPULVEDA	\$224.90	
	3/7/2024	141	8201157680		SAFETY SHOES: S. QUACH	\$225.00	
	3/7/2024	123	8201157736		SAFETY SHOES: S. NOVAK	\$218.28	
	3/7/2024	123	8201157978		SAFETY SHOES: A. DIOSDADO	\$225.00	
	3/7/2024	141	8201157983		SAFETY SHOES: J. ATHERTON	\$225.00	
	3/7/2024	171	8201158004		SAFETY SHOES: P. CHAPARRO	\$220.22	
	3/7/2024	121	8201158029		SAFETY SHOES: S. TARNOWSKI	\$218.28	
	3/7/2024	111	835271610		SAFETY SHOES: S. SOTH	\$225.00	

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186804	3/7/2024	113	2401J63	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$111.00	\$1,849.50
	3/7/2024	113	2401J65		LAB SAMPLE ANALYSIS	\$563.50	
	3/7/2024	113	2401L83		LAB SAMPLE ANALYSIS	\$295.00	
	3/7/2024	113	2401L84		LAB SAMPLE ANALYSIS	\$445.00	
	3/7/2024	113	2402201		LAB SAMPLE ANALYSIS	\$96.00	
	3/7/2024	113	2402202		LAB SAMPLE ANALYSIS	\$174.00	
	3/7/2024	113	2402481		LAB SAMPLE ANALYSIS	\$165.00	
186805	3/7/2024	170	21367193	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$523.61	\$1,755.56
	3/7/2024	122	22779068		ASTD PARTS & MATERIALS	\$47.79	
	3/7/2024	170	22787733		ASTD PARTS & MATERIALS	\$80.98	
	3/7/2024		22797385		ASTD PARTS & MATERIALS	\$794.24	
	3/7/2024	170	22800718		ASTD PARTS & MATERIALS	\$103.73	
	3/7/2024	170	22805334		ASTD PARTS & MATERIALS	\$152.72	
	3/7/2024	170	22949579		ASTD PARTS & MATERIALS	\$52.49	
186806	3/7/2024		19007	MUNICIPAL MAINT EQUIPMENT INC	1 ROOT CUTTER	\$1,639.42	\$1,639.42
186786	3/7/2024		13197	ENERGY CHOICE INC	ASTD COGEN PARTS	\$1,495.03	\$1,495.03
186851	3/14/2024	130	29181	FIELDMAN ROLAPP & ASSOCIATES	FINANCIAL ADVISORY SERVICES	\$1,454.00	\$1,454.00
186881	3/14/2024	136	7234324	US BANK CORP PAYMENT SYSTEM	ADMINISTRATION FEES - 02/01/2024 - 01/31/2025	\$1,350.00	\$1,350.00

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186775	3/7/2024		5180306742	ARAMARK	UNIFORM LAUNDERING & RUGS	\$551.46	\$1,319.17
	3/7/2024		5180306785		UNIFORM LAUNDERING SERVICE	\$651.75	
	3/7/2024	122	5180306789		ASTD DUST MOPS, WET MOPS & TERRY	\$115.96	
186884	3/14/2024		53198	WECO INDUSTRIES LLC	CAMERA PARTS	\$1,280.26	\$1,280.26
186839	3/14/2024	136	2522612220	BANK OF NEW YORK	JAN 2024 SERVICE FEES	\$1,197.81	\$1,197.81
186868	3/14/2024	122	106999	PRIME MECHANICAL SERVICE INC	SERVICE CALL: BLDG 83 - LOCKER ROOM TEMP	\$485.00	\$1,105.00
	3/14/2024	170	107055		SEMI ANNUAL MAINTENANCE - FEB 24	\$620.00	
186835	3/14/2024		5180308883	ARAMARK	UNIFORM LAUNDERING & RUGS	\$586.46	\$1,085.45
	3/14/2024		5180308884		UNIFORM LAUNDERING SERVICE	\$498.99	
186862	3/14/2024	170	22547165	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$63.82	\$1,065.02
	3/14/2024	170	23080718		ASTD PARTS & MATERIALS	\$80.95	
	3/14/2024		23186149		ASTD PARTS & MATERIALS	\$279.55	
	3/14/2024		23275690		ASTD PARTS & MATERIALS	\$640.70	
186782	3/7/2024	143	47667	CAROLLO ENGINEERS	WAS THICKENERS	\$1,014.96	\$1,014.96
186838	3/14/2024	111	20240308	RAMANJOT BAINS	EXP REIMB: CWEA ANNUAL CONFERENCE 2024	\$966.00	\$966.00
186836	3/14/2024	173	605687	AVERTIUM LLC	VULNERABILITY SCANNER	\$911.00	\$911.00
186820	3/7/2024		2184558003	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$885.46	\$885.46
186777	3/7/2024		8391996805	AT&T	SERV: 02/11/24 - 03/10/24	\$872.58	\$872.58
186876	3/14/2024	111	20240307	SAM SOTH	EXP REIMB: CWEA CONFERENCE REG	\$745.00	\$745.00

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186871	3/14/2024	170	501714	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$730.86	\$730.86
186788	3/7/2024	122	1841100401	GOODYEAR COMM TIRE & SERV CTRS	4 TIRES	\$684.79	\$684.79
186846	3/14/2024	132	285879	CLAREMONT BEHAVIORAL SERVICES	MAR 2024 EAP PREMIUMS	\$671.60	\$671.60
186864	3/14/2024	170	2401052237	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$101.38	\$661.88
	3/14/2024	170	2401052255		ASTD PARTS & MATERIALS	\$197.14	
	3/14/2024	170	2401052382		ASTD PARTS & MATERIALS	\$363.36	
186853	3/14/2024	170	3T7318	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$648.46	\$648.46
186807	3/7/2024	170	245880	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$473.27	\$626.86
	3/7/2024	170	245928		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$153.59	
186787	3/7/2024	144	138766	FOLGER GRAPHICS	3000 FOG POSTCARDS	\$603.59	\$603.59
186863	3/14/2024	170	2148	MORSE HYDRAULICS USA LLC	ASTD PARTS & MATERIALS	\$568.98	\$568.98

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186834	3/14/2024	122	13V6GC6L6313	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$59.85	\$547.69
	3/14/2024	170	16LTWVXJLFLH		ASTD OFFICE SUPPLIES	\$25.95	
	3/14/2024	170	1G9DYWK3PQK		ASTD OFFICE SUPPLIES	\$36.49	
	3/14/2024	120	1J36C1P9RNX9		ASTD OFFICE SUPPLIES	\$53.36	
	3/14/2024	130	1LJYYVRNXJGL		ASTD OFFICE SUPPLIES	\$76.32	
	3/14/2024	143	1MD4P9RRPRWY		ASTD OFFICE SUPPLIES	\$73.64	
	3/14/2024	111	1QKR917DT11V		ASTD OFFICE SUPPLIES	\$151.70	
	3/14/2024	130	1QKR917DWPY3		ASTD OFFICE SUPPLIES	\$87.33	
	3/14/2024	120	1QTR3RC4793NR		CREDIT: ASTD OFFICE SUPPLIES	\$-53.36	
	3/14/2024	122	1XHD41V4MH1G		ASTD OFFICE SUPPLIES	\$36.41	
186824	3/7/2024		2668405	TOTAL FILTRATION SERVICES INC	24 FILTERS	\$511.89	\$511.89
186771	3/7/2024		49636	A2Z BAY BUILDERS & PLUMBING	REFUND # 60935	\$500.00	\$500.00
186799	3/7/2024		49618	LARRIETA SANITATION CONST	REFUND # 60919	\$500.00	\$500.00
186848	3/14/2024		49430	MICHAEL COX	REFUND # 60937	\$500.00	\$500.00
186866	3/14/2024		49372	VU NGUYEN	REFUND # 60941	\$500.00	\$500.00
186794	3/7/2024		605389808	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$463.01	\$463.01
186783	3/7/2024		1671091	COGENT SOLUTIONS & SUPPLIES	8 CS COMPOSTABLE UTENSILS	\$396.24	\$396.24
186803	3/7/2024		5825082	MALLORY SAFETY AND SUPPLY LLC	48 PR GLOVES	\$193.16	\$382.46
	3/7/2024		5834929		48 PR GLOVES	\$189.30	

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186828	3/7/2024		689036	VIATRAN CORPORATION	12 DRYING TUBES	\$347.64	\$347.64
186798	3/7/2024	113	20240305	CHRISTINA LANZATELLA-CRAIG	EXP REIMB: CWEA MEMBERSHIP AND CERTIFICATION	\$334.00	\$334.00
186784	3/7/2024	132	82175727	CONCENTRA MEDICAL CENTERS	1 NEW HIRE PHYSICAL	\$302.00	\$302.00
186858	3/14/2024	173	6083577	INTRADO LIFE & SAFETY INC	E911 ANNUAL SUBSCRIPTION	\$268.75	\$268.75
186802	3/7/2024		521478	LUBRICATION ENGINEERS INC	GREASE	\$268.17	\$268.17
186879	3/14/2024	136	98XW53074	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 02/17/24	\$261.89	\$261.89
186844	3/14/2024	130	20240311	MARK CARLSON	EXP REIMB: QUARTERLY LUNCH RECOGNITION	\$250.75	\$250.75
186773	3/7/2024	144	1GKV9KLVFH1Q	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$36.87	\$246.49
	3/7/2024	130	1K4PP1RXCWWP		ASTD OFFICE SUPPLIES	\$149.25	
	3/7/2024	122	1VWJFLHRDXMH		ASTD OFFICE SUPPLIES	\$60.37	
186856	3/14/2024		605397643	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$183.66	\$183.66
186812	3/7/2024	144	20240228	ALEXANDER PAREDES	TRAVEL REIMB: CWEA P3S CONF-SHUTTLE, PARKING	\$181.50	\$181.50
186821	3/7/2024		2184558002	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$171.32	\$171.32
186817	3/7/2024	120	20240229	JOSE RODRIGUES JR	EXP REIMB: ONSITE MEAL FOR PLANNING EVENT	\$161.16	\$161.16
186781	3/7/2024	113	716762	CALTEST ANALYTICAL LABORATORY	2 LAB SAMPLE ANALYSIS	\$129.72	\$129.72
186872	3/14/2024	120	20240307	JESSICA RODRIGUEZ	EXP REIMB: LUNCH FOR QAI PANEL FOR CSW1	\$128.21	\$128.21
186795	3/7/2024		768520240226	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - FEB 2024	\$103.79	\$103.79
186847	3/14/2024		1671379	COGENT SOLUTIONS & SUPPLIES	2 CS COMPOSTABLE UTENSILS	\$96.24	\$96.24
186793	3/7/2024	132	20240229	MEGAN HICKS	EXP REIMB: SNACKS & DECOR OTS EVENT	\$91.00	\$91.00

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186874	3/14/2024	172	20240229	GERARDO RUIZ	EXP REIMB: INSOLES FOR SAFETY SHOES	\$77.16	\$77.16
186875	3/14/2024	172	20240311	THOMAS SOLARI	EXP REIMB: MILEAGE FOR CALL OUT	\$76.38	\$76.38
186818	3/7/2024	172	20231208	GERARDO RUIZ	EXP REIMB: MILEAGE FOR CALL OUT	\$68.78	\$68.78
186780	3/7/2024	132	713998	STATE OF CALIFORNIA	2 NEW HIRE FINGERPRINT	\$64.00	\$64.00
186867	3/14/2024	172	20240312	GUSTAVO OSEGUERA	EXP REIMB: INSOLES	\$60.00	\$60.00
186819	3/7/2024	120	20240304	JOEL SALDANA	EXP REIMB: CDL RENEWAL	\$58.00	\$58.00
186861	3/14/2024	113	2402B59	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$55.00	\$55.00
186826	3/7/2024	136	98XW53064	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 02/10/24	\$36.75	\$36.75
186857	3/14/2024	172	20240308	MIKE HOVEY	EXP REIMB: INSOLES	\$33.06	\$33.06

Invoices:

Credit Memos :	2	-1,955.30
\$0 - \$1,000 :	118	33,684.16
\$1,000 - \$10,000 :	49	194,593.30
\$10,000 - \$100,000 :	21	602,973.17
Over \$100,000 :	7	6,529,920.66
Total:	197	7,359,215.99

Checks:

\$0 - \$1,000 :	48	17,933.77
\$1,000 - \$10,000 :	46	183,703.60
\$10,000 - \$100,000 :	18	556,912.07
Over \$100,000 :	6	6,600,666.55
Total:	118	7,359,215.99

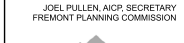
PUBLIC NOTICES

NOTICE OF PUBLIC HEARING CITY OF FREMONT PLANNING COMMISSION... NOTICE IS HEREBY GIVEN THAT THE PLANNING COMMISSION OF THE CITY OF FREMONT WILL HOLD A PUBLIC HEARING ON THE FOLLOWING PROPOSAL...

WITHERLY LANE HOMES - 830 Witherly Lane - PLN2023-00124... To consider a Design Review Permit, Vesting Tentative Tract Map No. 8546, and a Private Street in conjunction with a proposal to subdivide the three-1/2, 4.15-acre site into 10 single-family lots at 830 Witherly Lane in the Madison San Jose Community Plan Area...

NOTICE... If you challenge the decision of the Planning Commission in court, you may be limited to filing only those issues you or someone else raised at the public hearing described in this notice...

JOEL PULLEN, ACP SECRETARY FREMONT PLANNING COMMISSION... If you challenge the decision of the Planning Commission in court, you may be limited to filing only those issues you or someone else raised at the public hearing described in this notice...



CIVIL... ORDER TO SHOW CAUSE FOR CHANGE OF NAME... Superior Court of California, County of ALAMEDA...

TO ALL INTERESTED PERSONS: Peltioner SHEETAL GUJATI filed a petition with the court for a decree of divorce between SHEETAL GUJATI to SHEETAL SHARMA. The court orders that all persons interested in this matter appear before the court at the hearing indicated below to show cause...

NOTICE: The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law... FICTITIOUS BUSINESS NAMES

FICTITIOUS BUSINESS NAME STATEMENT... FICTITIOUS BUSINESS NAME STATEMENT... FICTITIOUS BUSINESS NAME STATEMENT... FICTITIOUS BUSINESS NAME STATEMENT...

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Average Limits for Copper and Nickel when the July-December 2023 Evaluation Period of discharge with 40 CFR 403.8(b)(2)(vi) was defined as those in which 33 percent or more of the metals listed below fall to the same pollution parameter during a 6-month period equal or exceed the product of the numeric Pretreatment Standard of the Requirement and Proficiency factor, as defined by 40 CFR 403.30, multiplied by the applicable TRC (TRC = 1.4 for oil, grease, fats, or animal, and 1.2 for all other pollutants except nitrate).

NOTICE OF PETITION TO ADMINISTER ESTATE OF HARRIET A. SMEDF-JELD... To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, of both of HARRIET A. SMEDF-JELD...

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