

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

Monday, August 9, 2021 Regular Meeting - 4:00 P.M.

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

Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy

Attorney

CORONAVIRUS (COVID-19) ADVISORY NOTICE

Consistent with Executive Order No. N-08-21 from the Executive Department of the State of California, and Alameda County Health Officer Order No. 21-01a, the Monday, August 9, 2021, Regular Board Meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by following the steps listed below, and may provide public comment by sending comments to the Board Clerk by email at assistanttogm@unionsanitary.ca.gov before or during the meeting or via voicemail by calling 510-477-7599 before 3:00 p.m. on the date of the meeting. Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Board President's discretion. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received after the agenda item is heard but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

Any member of the public who needs accommodations should email or call the Board Clerk, assistanttogm@unionsanitary.ca.gov or 510-477-7503, who will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the Union Sanitary District procedure for resolving reasonable accommodation requests.

To listen to this Regular Board Meeting:

Call: 1-888-788-0099 or 1-877-853-5247

Meeting ID: 811 8878 1615 #

Participant ID: #

Click the Zoom link below to watch and listen: https://us02web.zoom.us/j/81188781615

- Call to Order.
- 2. Salute to the Flag. (This item has been suspended due to the COVID-19 pandemic.)
- Roll Call.

Motion

4. Approve Minutes of the Union Sanitary District Board Meeting of July 26, 2021.

Motion

- 5. Approve Minutes of the Union Sanitary District Special Board Meeting of July 28, 2021.
- Written Communications.

7. Public Comment.

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

Motion

8. Authorize the General Manager to Execute the Second Amendment to the Temporary Sewer Siphon Agreement with Lennar Homes of California for the Gateway Station West, Bridgeway Development in the City of Newark (to be reviewed by the Legal/Community Affairs Committee).

Motion

9. Consider a Resolution to Accept the Construction of the Primary Digester No. 2 Rehabilitation Project from Kiewit Infrastructure West Company (to be reviewed by the Engineering and Information Technology Committee).

Information

10. Value Engineering Review Update for the Enhanced Treatment and Site Upgrade Phase 1A Project (to be reviewed by the Engineering and Information Technology Committee).

Information

11. COVID-19 Update.

Information

12. Check Register.

Information

- 13. Committee Meeting Reports. (No Board action is taken at Committee meetings):
 - a. Engineering and Information Technology Committee Friday, August 6, 2021, at 10:00 a.m.
 - Director Kite and Director Fernandez
 - b. Legal/Community Affairs Committee Friday, August 6, 2021, at 11:00 a.m.
 - Director Lathi and Director Handley
 - c. Budget & Finance Committee will not meet.
 - d. Legislative Committee will not meet.
 - e. Personnel Committee will not meet.

Information

14. General Manager's Report. (Information on recent issues of interest to the Board).

15. 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.
- 16. Adjournment The Board will adjourn to the next Regular Board Meeting to be held virtually on Monday, August 23, 2021, 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.

REVISED



ENGINEERING AND INFORMATION TECHNOLOGY COMMITTEE MEETING

Committee Members: Director Kite and Director Fernandez

AGENDA
Friday, August 6, 2021
10:00 A.M.

Alvarado Conference Room 5072 Benson Road Union City, CA 94587

Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy *Attorney*

Consistent with Executive Order No. N-08-21 from the Executive Department of the State of California, and Alameda County Health Officer Order No. 21-01a, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call.

To maximize public safety while still maintaining public access, members of the public can observe the meeting by calling 510-477-6190 to listen to the committee meeting, and may provide public comment by sending comments to the Board Clerk by email at assistanttogm@unionsanitary.ca.gov or via voicemail by calling 510-477-7599 up to one hour before the scheduled meeting start time.

- 1. Call to Order
- 2. Roll Call

3. Public Comment

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

- 4. Items to be reviewed for the Regular Board meeting of August 9, 2021:
 - Value Engineering Review Update for the Enhanced Treatment and Site Upgrade Phase
 1A Project
 - Consider a Resolution to Accept the Construction of the Primary Digester No. 2 Rehabilitation Project from Kiewit Infrastructure West Company

5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting.

No action will be taken at committee meetings.

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



LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING

Committee Members: Director Lathi and Director Handley

Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

AGENDA

Friday, August 6, 2021 11:00 A.M.

Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy Attorney

Alvarado Conference Room 5072 Benson Road Union City, CA 94587

Consistent with Executive Order No. N-08-21 from the Executive Department of the State of California, and Alameda County Health Officer Order No. 21-01a, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call.

To maximize public safety while still maintaining public access, members of the public can observe the meeting by calling 510-477-6190 to listen to the committee meeting, and may provide public comment by sending comments to the Board Clerk by email at assistanttogm@unionsanitary.ca.gov or via voicemail by calling 510-477-7599 up to one hour before the scheduled meeting start time.

- Call to Order 1.
- 2. Roll Call

3. **Public Comment**

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

- 4. Items to be reviewed for the Regular Board meeting of August 9, 2021:
 - Authorize the General Manager to Execute the Second Amendment to the Temporary Sewer Siphon Agreement with Lennar Homes of California for the Gateway Station West, Bridgeway Development in the City of Newark
- 5. Adjournment

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

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

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING AUTHORITY July 26, 2021

Consistent with Executive Orders No. N-08-21 from the Executive Department of the State
of California, and Alameda County Health Officer Order No. 21-01a, the Monday,
July 26, 2021, Regular Board Meeting was not physically open to the public and all Board
Members teleconferenced into the meeting. To maximize public safety while still
maintaining transparency and public access, members of the public were able to observe
the Board Meeting and provide public comment by sending comments to the
Board Clerk.

CALL TO ORDER

President Kite called the meeting to order at 4:00 p.m. The regular meeting time was modified due to the COVID-19 emergency.

SALUTE TO THE FLAG

ROLL CALL

PRESENT: Pat Kite, President

Anjali Lathi, Vice President Jennifer Toy, Director Tom Handley, Director

ABSENT: Manny Fernandez, Secretary (arrived at 4:04 p.m.)

STAFF: Paul Eldredge, General Manager/District Engineer

Leah Castella, District Counsel

Mark Carlson, Business Services Manager/CFO Sami Ghossain, Technical Services Manager James Schofield, Collection Services Manager

Robert Simonich, Fabrication, Maintenance, and Construction Manager

Mitchell Costello, Treatment and Disposal Services Coach

Jose Rodrigues, Collection Services Coach Shawn Nesgis, Collection Services Coach Rollie Arbolante, Customer Service Coach

Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

VISITORS: Bob Williams, RBC Capital Markets

Lora Carpenter, Fieldman, Rolapp & Associates

Lawrence Chan, Stradling Law

<u>APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF JULY 12, 2021</u>

It was moved by Vice President Lathi, seconded by Director Handley, to Approve the Minutes of the Board Meeting of July 12, 2021. Motion carried with the following vote:

AYES: Handley, Kite, Lathi, Toy

NOES: None ABSTAIN: None ABSENT: Fernandez

<u>APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD</u> MEETING OF JULY 15, 2021

It was moved by Director Handley, seconded by Director Toy, to Approve the Minutes of the Special Board Meeting of July 15, 2021. Motion carried with the following vote:

AYES: Handley, Kite, Lathi, Toy

NOES: None ABSTAIN: None ABSENT: Fernandez

JUNE 2021 MONTHLY OPERATIONS REPORT

This item was reviewed by the Budget & Finance and Legal/Community Affairs Committees. General Manager Eldredge provided an overview of the Odor Report and Work Group Reports, and Business Services Manager/CFO Carlson reviewed the financial reports included in the Board meeting packet.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

CONSIDER A RESOLUTION OF THE UNION SANITARY DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$110,000,000 REVENUE BONDS BY THE UNION SANITARY DISTRICT FINANCING AUTHORITY, AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND AUTHORIZING CERTAIN OTHER ACTIONS

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge stated District staff identified approximately \$110 million in capital projects that could benefit from bond funding. Of the proposed bond issuance, approximately \$80 million would fund a portion of the Enhanced Treatment and Site Upgrade (ETSU) Phase 1A project and the remaining \$30 million would be utilized for four other District Capital Improvement Projects. If approved, the items presented at this meeting would authorize issuance of Bonds by the USD Financing Authority (USDFA) and the execution of certain agreements and documents by the District and the Authority in

connection therewith to finance such capital. The resolution presented for adoption by the Board of Directors of Union Sanitary District would authorize issuance of Bonds by the USDFA and authorize staff to finalize and execute the following documents: Installment Purchase Agreement, Continuing Disclosure Certificate, Bond Purchase Agreement, and Preliminary Official Statement. Staff recommended the Board consider adoption of a resolution to authorize the issuance of not to exceed \$110,000,000 Revenue Bonds by the Union Sanitary District Financing Authority and authorizing the execution and delivery of certain documents and other actions by the District in connection therewith.

It was moved by Director Handley, seconded by Director Toy, to Adopt Resolution No. 2929 Authorizing the Issuance of Not to Exceed \$110,000,000 Revenue Bonds by the Union Sanitary District Financing Authority, Authorizing Execution and Delivery of Certain Documents in Connection Therewith, and Authorizing Certain Other Actions. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None ABSTAIN: None ABSENT: None

CONSIDER A RESOLUTION OF THE BOARD OF DIRECTORS OF UNION SANITARY DISTRICT FINANCING AUTHORITY AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$110,000,000 AGGREGATE PRINCIPAL AMOUNT OF REVENUE BONDS AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge stated District staff identified approximately \$110 million in capital projects that could benefit from bond funding. Of the proposed bond issuance, approximately \$80 million would fund a portion of the Enhanced Treatment and Site Upgrade (ETSU) Phase 1A project and the remaining \$30 million would be utilized for four other District Capital Improvement Projects. If approved, the items presented at this meeting would authorize issuance of Bonds by the USD Financing Authority (USDFA) and the execution of certain agreements and documents by the District and the Authority in connection therewith to finance such capital. The resolution presented for adoption by the Board of Directors of the USDFA would authorize issuance of the Bonds and authorize staff to finalize and execute the following documents: Installment Purchase Agreement, Indenture of Trust, Bond Purchase Agreement, and Preliminary Official Statement. Staff recommended the Board consider adoption of a resolution authorizing the issuance of not to exceed \$110 million Revenue Bonds by the Authority and authorizing execution and delivery of certain documents and other actions in connection therewith.

It was moved by Vice President Lathi, seconded by Director Toy, to Adopt Resolution No. 2930 of the Board of Directors of the Union Sanitary District Financing Authority Authorizing the Issuance of Not to Exceed \$110,000,000 Aggregate Principal Amount of Revenue Bonds and Approving the Execution and Delivery of Certain Documents in Connection Therewith and Certain Other Matters. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None ABSTAIN: None ABSENT: None

CONSIDER A RESOLUTION TO OPEN LAIF ACCOUNT FOR INVESTMENT OF 2021A BOND PROCEEDS

This item was reviewed by the Budget & Finance Committee. Business Services Manager/CFO Carlson stated the USDFA considered issuance of the 2021A bonds in an amount not to exceed \$110 million. The funds will be utilized in part for construction of ETSU Phase 1A and other District CIP projects. The USDFA elected to authorize US Bank, the trustee for this bond transaction, to disburse the proceeds from the issuance directly to the Union Sanitary District for investment and management. Staff believe it is in the best interests of the District to open a separate bond proceeds investment account per the Local Agency Investment Fund (LAIF) guidelines to maximize returns on the proceeds from this revenue bond until such funds are fully disbursed for the intended CIP projects. Staff recommended the Board consider and adopt a resolution authorizing staff to open a new account for the investment of bond proceeds in the Local Agency Investment Fund; and identifying and authorizing incumbents holding appropriate job titles within the District to order the withdrawal of monies in the Local Agency Investment Fund, pursuant to Government Code section 16429.1.

It was moved by Secretary Fernandez, seconded by Vice President Lathi, to Adopt Resolution No. 2931 Authorizing Investment of Bond Proceeds in the Local Agency Investment Fund (LAIF). Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None ABSTAIN: None ABSENT: None

REVIEW AND CONSIDER APPROVAL OF UPDATES TO POLICY NO. 2060, DEBT MANAGEMENT POLICY

This item was reviewed by the Budget & Finance Committee. Business Services Manager/CFO Carlson stated the District has been working with the State Water Resource Control Board (SWRCB) on a low interest loan, estimated at \$33.4 million, for the Standby Power Generation System Upgrade Project. It was recently brought to the District's attention that the SWRCB modified its terms and conditions regarding early repayment of SRF loans since the District last received an SRF loan. Staff recommended adding language to the policy so the Board would be able to consider adopting SRF loans in the future. Staff recommended the Board review and consider approval of updates to Policy 2060, Debt Management Policy.

It was moved by Director Handley, seconded by Director Toy, to Approve Proposed Modifications to Policy No. 2060, Debt Management Policy. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None ABSTAIN: None ABSENT: None

CONSIDER A RESOLUTION DESIGNATING AUTHORIZED REPRESENTATIVES FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND STATE OFFICE OF EMERGENCY SERVICES (OES) DISASTER ASSISTANCE

This item was reviewed by the Legal/Community Affairs Committee. Organizational Performance Manager Terrazas stated the Federal Emergency Management Agency (FEMA) administers federal disaster assistance programs and the State Office of Emergency Services (OES) administers state disaster assistance programs. Applicants for federal and/or state aid must submit paperwork related to disaster assistance to the OES. The District is required to submit the Cal OES 130 "Designation of Applicant's Agent Resolution for Non-State Agencies" every three years. Staff recommended the Board consider adoption of a resolution designating the General Manager, Fabrication, Maintenance, and Construction Manager, and the Business Services Manager/CFO as authorized representatives for FEMA and State OES Disaster Assistance.

It was moved by Secretary Fernandez, seconded by Vice President Lathi, to Adopt Resolution No. 2932 Designating Authorized Representatives for FEMA and State OES Disaster Assistance. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None ABSTAIN: None ABSENT: None

AUTHORIZE THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO.1 WITH ENGEO INCORPORATED FOR THE ALAMEDA CREEK FORCE MAIN CROSSING GEOTECHNICAL INVESTIGATION PROJECT

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated the purpose of Amendment No. 1 is to authorize ENGEO and their subconsultant, Archeo-Tec, to conduct archaeological services during the project as outlined in the Board meeting packet. Staff requested the Board authorize the General Manager to execute Amendment No. 1 to Task Order No. 1 with ENGEO Incorporated in the amount of \$19,892 for the Alameda Creek-Force Main Crossing Geotechnical Investigation Project.

It was moved by Secretary Fernandez, seconded by Director Toy, to Authorize the General Manager to Execute Amendment No. 1 to Task Order No. 1 with ENGEO Incorporated in the Amount of \$19,892 for the Alameda Creek-Force Main Crossing Geotechnical Investigation Project. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None ABSTAIN: None ABSENT: None

INFORMATION ITEMS:

Solar and Cogeneration Facilities Operational Update

This item was reviewed by the Budget & Finance Committee. Technical Services Manager Ghossain stated the total benefit through June 30, 2021, for the Alvarado Wastewater Treatment Plant Solar Carport, constructed in 2011, was \$682,931 for a 76.7% simple payback. The total benefit to date for the Irvington Pump Station Solar Facility, constructed in 2012, was \$3,328,596 for a 116.1% simple payback. The total benefit to date for the Cogeneration Facility, constructed in 2014, was \$9,957,391 for a 71.2% simple payback.

CAL-Card 4th Quarter FY21 Activity Report

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge presented the CAL-Card 4th Quarter Merchant Activity Report included in the Board meeting packet and responded to Boardmember questions.

Boardmember Expenses for the 4th Quarter of FY 21

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge presented the Fiscal Year 2021 4th Quarter Boardmember Expenses included in the Board meeting packet.

Report on the East Bay Dischargers Authority Meeting of June 17, 2021

Director Toy provided an overview of the EBDA meeting summary included in the Board meeting packet.

COVID-19 Update

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

Check Register

Staff responded to Boardmember questions regarding the check register.

COMMITTEE MEETING REPORTS:

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

GENERAL MANAGER'S REPORT:

- General Manager Eldredge stated the District received a AA rating from Fitch Ratings and a AAA rating from S&P Global Ratings.
- The Board Newsletter Workshop will be held at 4:00 p.m. on Wednesday, July 28, 2021.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

PAT KITE PRESIDENT

4:00 p.m. on Wednesday, July 28, 2021.	
SUBMITTED:	ATTEST:
REGINA McEVOY	MANNY FERNANDEZ
BOARD CLERK	SECRETARY
APPROVED:	

The meeting was adjourned at 4:48 p.m. to a Board Workshop to be held virtually at

Adopted this 9th day of August 2021

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF UNION SANITARY DISTRICT July 28, 2021

Consistent with Executive Order No. N-08-21 from the Executive Department of the State of California, and Alameda County Health Officer Order No. 21-01a, the District's July 28, 2021, Special Meeting was not physically open to the public. In order to maximize public safety while still maintaining transparency, members of the public were able to attend the public portion of the meeting telephonically.

CALL TO ORDER

President Kite called the special meeting to order at 4:06 p.m.

ROLL CALL

PRESENT: Pat Kite, President

Anjali Lathi, Vice President Manny Fernandez, Secretary

Jennifer Toy, Director Tom Handley, Director

STAFF: Paul Eldredge, General Manager/District Engineer

Michelle Powell, Communications and Intergovernmental Relations Coordinator Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

PUBLIC COMMENT

There was no public comment.

BOARD WORKSHOP

Communications and Intergovernmental Relations Coordinator Powell presented the draft newsletter for Board review.

ADJOURNMENT:

The special meeting was adjourned at approximately 4:46 p.m. to the next Regular Meeting on Monday, August 9, 2021, at 4:00 p.m.

SUBMITTED:	ATTEST:
REGINA McEVOY BOARD CLERK	MANNY FERNANDEZ SECRETARY
APPROVED:	
PAT KITE PRESIDENT	



Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy
Attorney

AUGUST 9, 2021 BOARD OF DIRECTORS MEETING AGENDA ITEM # 8

TITLE: Authorize the General Manager to Execute the Second Amendment to

the Temporary Sewer Siphon Agreement with Lennar Homes of California for the Gateway Station West, Bridgeway Development in the City of Newark

(This is a Motion Item)

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

Sami E. Ghossain, Manager of Technical Services Rollie Arbolante, Customer Service Team Coach

Recommendation

Consider approval and authorize the General Manager to execute the Second Amendment to the Temporary Sewer Siphon Connection Agreement between the District and Lennar Homes of California for the Gateway Station West, Bridgeway Development in the city of Newark.

Discussion

To accommodate the continued development of Lennar's Bridgeway project and allow completed homes to be occupied, the District executed an agreement in July 2020 to allow Lennar to construct a temporary sewer siphon under the existing force mains until the Twin Force Main Relocation Project construction is completed. Subsequently, the temporary siphon was installed and has been in service since November 2020.

The term of the agreement was set to expire on June 15, 2021. At the time the agreement was executed, the Twin Force Main Relocation Project construction was expected to be completed by December 2020. However, the construction of the Twin Force Main Relocation Project has been delayed and is now expected to be completed by December 2021. A First Amendment to the Agreement extended the term from June 15, 2021 to August 15, 2021 in order to confirm

Agenda Item No. 8 Meeting of August 9, 2021 Page 2

the schedule of completion of the Twin Force Main Relocation Project. The proposed Second Amendment to the Agreement will extend the term of the agreement to December 30, 2022.

The extended term should provide enough time for continued sewer service to Lennar's Bridgeway development until the Twin Force Main Relocation Project is completed and Lennar's permanent gravity sewer main is constructed. Should the Twin Force Main Relocation Project be completed sooner, the original Agreement calls for Lennar to commence construction of the permanent gravity sewer within three months of notice from the District. In addition, the proposed Second Amendment to the Agreement requires Lennar to reimburse the District for additional administrative costs.

Staff recommends that the Board authorize the General Manager to execute the Second Amendment to the Temporary Sewer Siphon Connection Agreement in the form attached hereto, subject to minor revisions approved by the General Manager in consultation with the General Counsel.

Background

The Gateway Station West, Bridgeway development is a 578-unit residential development under construction by Lennar Homes of California and located west of Hickory Street in the city of Newark. See attached location map. The development is located immediately adjacent to the District's existing twin force mains.

As part of the approved sewer construction plans, the development's sanitary sewers were designed to connect to an existing 10-inch sanitary sewer on Seawind Way. However, the most downstream portion of the proposed sewer main crossing Hickory Street could not be constructed due to a direct conflict with the District's existing twin force mains, which are located within Hickory Street.

The Twin Force Main Relocation Project, currently under construction, is expected to complete the relocation of the District's existing force mains in the development area. The transfer of wastewater flows to the relocated force mains and abandonment of the existing force mains would eliminate the conflict and allow the construction of the development's sewer main across Hickory St. and the abandonment of the sewer siphon. The force main relocation project was split into two phases, and transfer of wastewater flows from the existing force mains to the relocation force mains will be done as part of Phase 2 of the project. Phase 1 construction was performed in 2018 and Phase 2 construction is expected to be completed before the end of the year.

Agenda Item No. 8 Meeting of August 9, 2021 Page 3

Previous Board Action

07/13/2020 Board Meeting – Approval of Temporary Sewer Siphon Agreement between the

District and Lennar Homes of California for the Gateway Station

west, Bridgeway Development in the city of Newark

PRE/SEG/RA; mb

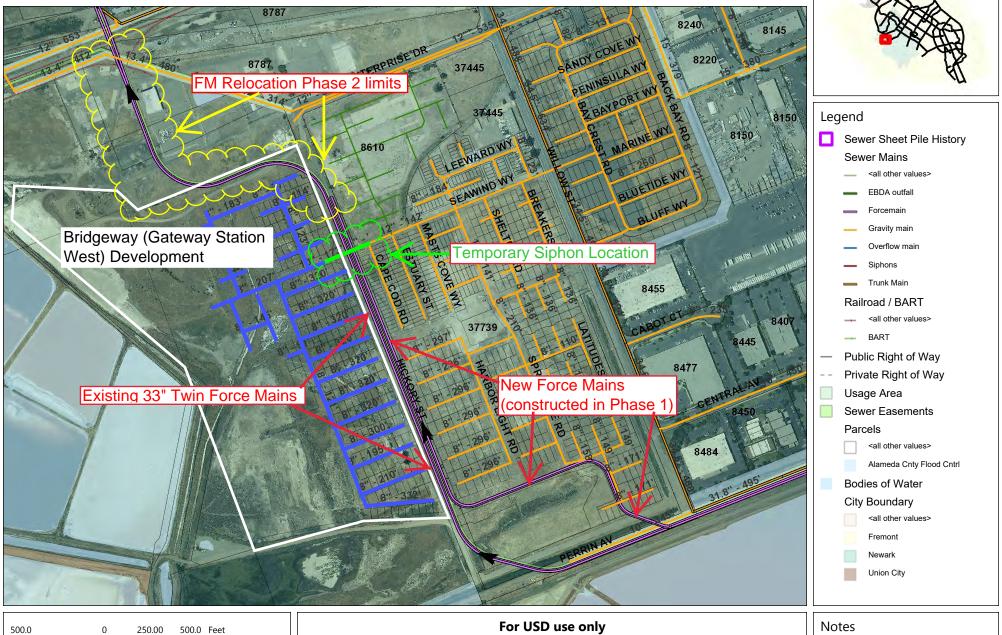
Attachments: Location map

Second Amendment to the Temporary Sewer Siphon Connection Agreement

Temporary Sewer Siphon Connection Agreement

First Amendment to the Temporary Sewer Siphon Connection Agreement

Location Map



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The information on this map is provided by Union Sanitary District (USD) for internal use only. Such information is derived from multiple sources which may not be current, be outside the control of USD, and may be of indeterminate accuracy. The information provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at their own risk.

SECOND AMENDMENT TO TEMPORARY SEWER SIPHON CONNECTION AGREEMENT

This SECOND AMENDMENT TO TEMPORARY	SEWER SIPHON CONNECTION AGREEMENT
(this "Second Amendment"), dated as of	, 2021 (the " <i>Effective Date</i> "), is
made by and among Lennar Homes of California Inc	., a California Corporation ("Lennar"), and
Union Sanitary District, a California sanitary district	(" <i>District</i> "). Lennar and District are referred
to herein sometimes each as a "Party" and collectiv	ely as the " <i>Parties</i> ."

RECITALS

- A. District and Lennar entered into that certain Temporary Sewer Siphon Connection Agreement dated July 8, 2020, which sets forth the terms under which District has allowed Lennar to install a temporary sewer connection to effectuate the development of a residential project prior to replacement of District's Existing Force Mains (the "*Original Agreement*"). Any term not otherwise defined herein shall have the definition set forth in the Original Agreement.
- B. On June 11, 2021, District and Lennar entered into that certain First Amendment to Temporary Sewer Siphon Connection Agreement to extend the Term to August 15, 2021 (the "First Amendment"). The Original Agreement and First Amendment are referred to herein as the "Agreement."
- C. The Parties now desire to: (a) extend the term for an additional 502 days; and (b) provide for Lennar to reimburse District's administrative costs associated with this Second Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Amendment of Section 1, Term.</u> Section 1, Term, of the Agreement is hereby deleted and replaced in its entirety with the following: "The term of the Agreement shall commence upon the Effective Date and shall terminate upon the earlier of (i) acceptance of the Permanent Gravity Sewer by the District; or (ii) December 30, 2022."
- 2. Administrative Costs. In addition to any other deposits or payments under the Agreement, concurrent with execution of this Second Amendment, Lennar has deposited the amount of Five Thousand Dollars (\$5,000.00) ("District Expenses Deposit") with District to repay the District's staff, consultant and attorney time and expenses required to process and implement this Second Amendment, which processing costs shall include all aspects of review including review by legal counsel, and negotiation and preparation of agreements, preparation of staff reports and participation in public meetings related to the Agreement and Second Amendment, and all other activities that staff determines are necessary to ensure compliance with applicable law ("District Expenses"). In the event that District Expenses exceed the District

Expenses Deposit, Lennar shall submit such additional funds as may be requested by District within ten days of District's request. Upon expiration or earlier termination of the Agreement, District shall reimburse Lennar any remaining amount of the District Expenses Deposit.

3. <u>Agreement in Full Force and Effect</u>. Except as amended by this Second Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, this Second Amendment is executed and delivered by the Parties as of the Effective Date

Date:	"District"
	Union Sanitary District, a California sanitary district
	Ву:
	Name:
	Title:
Date: 7/23/2021	"Lennar"
	Lennar Homes of California Inc., a California corporation
	By: Lessigned by: Lessian Stough
	кеlley Stough Name:
	Title: Vice President

TEMPORARY SEWER SIPHON CONNECTION AGREEMENT

This TEMPORARY SEWER SIPHON CO	ONNECTION AGREEMENT (this
"Agreement"), dated as of July 16,	, 2020 (the "Effective Date"), is made by
and among Lennar Homes of California Inc., a Ca	alifornia Corporation ("Lennar"), and Union
Sanitary District, a California sanitary district ("L	District"). Lennar and District are referred to
herein sometimes each as a "Party" and collective	ely as the "Parties."

RECITALS

- A. District is the owner of two (2) existing 33-inch sewer force mains that are located in part within the Hickory Street right-of-way in the City of Newark, California ("Existing Force Mains"). The Existing Force Mains are planned to be replaced with two new force mains located at a different depth and different alignment within the Hickory Street right-of-way than the Existing Force Mains(the "Replacement Force Mains").
- B. Lennar is the owner of certain real property located in the City of Newark, California, commonly known as Gateway Station West, Bridgeway, or Tract 8099 (the "Lennar Property"). Lennar has received entitlements that authorize the development of a residential subdivision on the Lennar Property (the "Project"). At the lowest point of connection to the District's sewer system, the Project proposes construction of a 12-inch gravity sewer line within the Seawind Way right-of-way as shown in the improvement plans for Tract 8099 (Bridgeway) (the "Permanent Gravity Sewer") that crosses the alignment of the Existing Force Mains and the proposed alignment of the Replacement Force Mains within the Hickory Street right-of-way.
- C. District standards require the installation of sewer work to begin at the lowest point of connection to the District's sewer system. However, the alignment of the Permanent Gravity Sewer conflicts with the alignment of the Existing Force Mains. Lennar desires not to delay sewer service to the Project until the Replacement Force Mains are put into place and the Existing Force Mains are abandoned.
- D. In lieu of waiting for the Existing Force Mains to be abandoned, which would negatively impact sewer service to the Project,

Lennar desires to install, and District desires to permit, a temporary sewer connection within the Seawind Way right-of-way that does not conflict with the Existing Force Mains subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Term.</u> The term of the Agreement shall commence upon the Effective Date and shall terminate upon the earlier of (i) acceptance of the Permanent Gravity Sewer by the District; or (ii) June 15, 2021.
- 2. <u>Temporary Siphon</u>. District agrees to issue a sewer construction permit to Lennar to permit Lennar to install, subject to any approvals required by the City of Newark or the District and the terms and conditions of this Agreement, a temporary siphon connection within the Seawind Way right-of-way that crosses the Hickory Street right-of-way (the "Temporary Siphon") in accordance with the District-approved plans and specifications set forth in Exhibit A (the "Plans").

Temporary Siphon Construction.

- (a) Lennar shall construct, or cause the construction of, at no cost to District, the Temporary Siphon in substantial conformance with the Plans and in conformance with the terms and conditions of the sewer construction permit, including the payment of all fees. The construction of the Temporary Siphon shall be performed in a good and workmanlike manner and in accordance with the requirements of the District. Lennar shall comply with all applicable laws, rules, regulations and orders with respect to the construction of the Temporary Siphon.
- (b) The District Engineer is authorized to inspect all work on the Temporary Siphon in order to ensure it is in conformance with the Plans and District requirements. As required by the sewer construction permit, Lennar shall pay the required inspection fee.
- (c) Upon completion of the Temporary Siphon, Lennar shall provide a written request to the District Engineer for the final inspection of the Temporary Siphon. District Engineer shall perform an inspection of the Temporary Siphon within a reasonable time after Lennar's request. Within 10 days of an inspection that demonstrates Lennar has satisfactory completed the Temporary Siphon, as determined in District's reasonable discretion, the District Engineer shall provide written confirmation that the Temporary Siphon has been satisfactorily completed. Upon such confirmation, District shall coordinate with the City of Newark, to the extent reasonably necessary to permit Project flows to use the Temporary Siphon. The Temporary Siphon and any upstream Project gravity sewer mains shall be the property of Lennar.
- 4. Maintenance of Temporary Siphon. District agrees to perform maintenance on the private Temporary Siphon at the request of and subject to payment by Lennar. Maintenance shall be in accordance with the maintenance plan attached as Exhibit B to this Agreement (the "Maintenance Obligations"). Prior to the completion of construction of the Temporary Siphon, Lennar shall deposit the amount of \$20,000 ("Maintenance Deposit") with District, as a reasonable estimate of District's maintenance costs. District shall maintain an accounting of its costs and expenses, which shall be withdrawn from the Maintenance Deposit. Lennar shall replenish the Maintenance Deposit at the District's request if the deposit amount is not adequate to reimburse District's costs. Any remaining funds after completion of the work shall be returned to Lennar. District's contractual agreement to perform the Maintenance Obligations shall not be interpreted as District's exercise of dominion and control over the Temporary Siphon. The Parties agree that the Temporary Siphon is a private improvement and that Lennar

remains the owner of the Temporary Siphon and liable for any and all costs and liabilities associated with the Temporary Siphon.

- 5. <u>Indemnity and Hold Harmless.</u> Lennar shall indemnify, defend and hold harmless the District, its officers, directors, partners, agents, representatives, consultants, contractors, subcontractors, and employees from and against any and all losses, claims, liens, demands, liabilities, causes of action, judgements, costs, damages, suits and expenses, including reasonable attorney's fees and costs, of any nature, kind or description, including without limitation personal injury or death, and property damage, arising out of or in connection with the activities of the Lennar, or its employees or agents, under this Agreement, including without limitation the performance of the Maintenance Obligations and construction of the Temporary Siphon, except to the extent of District's gross negligence or willful misconduct. This indemnity and hold harmless shall survive termination or expiration of this Agreement.
- 6. <u>Timing of Permanent Sewer Connection.</u> Lennar shall commence construction of the Permanent Gravity Sewer within three (3) months after the District provides notice to Lennar that the Replacement Force Mains have become operational and shall complete construction and have received acceptance by the District, which acceptance shall not be unreasonably withheld, conditioned or delayed, of the Permanent Gravity Sewer within two (2) months after the commencement of construction. Such construction shall be in accordance with the terms and conditions of Sewer Construction Permit PTS8639. Within two (2) months after the completion of the Permanent Gravity Sewer, all Project sanitary sewer flows shall be diverted from the Temporary Siphon to the Permanent Gravity Sewer.
- 7. Insurance. In addition to the insurance required by the sewer construction permits for the Temporary Siphon and the Permanent Gravity Sewer, Lennar and its contractor shall maintain a commercial general liability policy with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. Lennar and its contractor shall also take out and maintain a comprehensive automobile liability policy in an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Lennar and its contractor shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance of One Million Dollars (\$1,000,000) per accident.

Any deductibles or self-insured retentions over \$100,000 must be declared to and approved by the District. Companies writing the insurance required hereunder shall be authorized to do business in the State of California. The commercial general liability and comprehensive automobile required hereunder shall name the District and its respective officers, officials, agents, employees, and representatives as additional insureds with respect to liability arising out of this Agreement.

Lennar shall furnish District with a certificate of insurance evidencing the required insurance coverage and a duly executed endorsement evidencing such additional insured status. At least thirty (30) days advance written notice of any such material change, cancellation or termination will be provided per the terms of the policy. The required certificate and endorsement shall be furnished by Lennar to District prior to commencement of construction of the Temporary Siphon.

- Force Majeure Delay: Extension of Times of Performance. Subject to the limitations set forth below, the term of this Agreement and the time within which either Party shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by strikes, lock outs, and other labor difficulties; Acts of God; unusually severe weather, but only to the extent that such weather or its effects (including, without limitation, dry out time) result in delays that cumulatively exceed twenty (20) days for any winter season occurring after commencement of construction of the Temporary Siphon or Permanent Gravity Sewer; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; any development moratorium or any action of other public agencies that regulate land use, development, or the provision of services that prevents, prohibits, or delays construction of the Temporary Siphon or Permanent Gravity Sewer (each a "Force Majeure Delay"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. Notice by the Party claiming such extension must be sent to the other Party within fifteen (15) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the District Engineer and Lennar.
- 9. Default. Subject to any extensions of time by mutual consent of the Parties in writing or pursuant to Section 8, any failure by either Party to perform any material term or provision of this Agreement shall constitute an "Event of Default," (i) if such defaulting Party does not cure such failure within thirty (30) days following written notice of default, where such failure is of a nature that can be cured within such thirty (30) day period, or (ii) if such failure is not of a nature which can be cured within such thirty (30) day period, the defaulting Party does not within such thirty (30) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Any notice of default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the Event of Default, the facts constituting evidence of such failure, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in default for purposes of (a) termination of this Agreement, or (b) institution of legal proceedings related to the alleged default. In the Event of Default, the non-defaulting Party may bring any action at law, including an action for specific performance, against the defaulting Party. In addition, in an Event of Default by Lennar, District may withhold any sewer permits or acceptance of sewer improvements until the Event of Default is cured to District's reasonable satisfaction.
- 10. Assignability. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assignees of the Parties hereto; Lennar may assign all of its rights, duties and obligations under this Agreement to any person or entity acquiring fee simple title to any portion of the Lennar Property. Lennar shall be immediately released from its obligations under this Agreement upon such assignment so long as: (i) Lennar was not in default of this Agreement at the time of conveyance, (ii) Lennar provided to District prior written notice of such transfer, and (iii) the transferee executes and delivers to District a written assumption agreement in which: (1) the name and address of the transferee is set forth, and (2) the transferee

expressly assumes the obligations of Lennar under this Agreement. Failure to deliver a written assumption agreement hereunder shall not negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement. Nothing herein contained shall be deemed to grant to District discretion to approve or deny any such transfer.

- 11. Governing Law. The laws of the State of California, without reference to its choice of laws principles, shall govern this Agreement.
- 12. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be an original including copies sent to a Party as a "pdf" file attachment to electronic mail) and all of which shall constitute one and the same instrument.
- 13. Authority to Sign. Lennar and District hereby represent that the persons executing this Agreement on behalf of Lennar and District, respectively, have full authority to do so and to bind Lennar and District to perform pursuant to the terms and conditions of this Agreement.
- 14. <u>Interpretation.</u> Each Party and its counsel has reviewed and revised this Agreement and any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting party or the party who caused it to exist shall not be employed in the interpretation of this Agreement or any document executed in connection herewith.
- 15. <u>Time is of the Essence</u>. Time is of the essence as to every term and condition of this Agreement.
- 16. Notices. All notices shall be in writing and delivered by messenger, overnight courier, or first-class mail to the addresses set forth below and shall be deemed received the same business day personally delivered, or the next business day after deposit with a reputable overnight courier, on the second day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

If to Lennar:

If to District:

Lennar Homes of California 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Chad Kiltz Union Sanitary District 5072 Benson Road Union City, CA 94587 Attn: Rollie Arbolante, P.E. Telephone: (925) 327-8301 Email: Chad.Kiltz@Lennar.com Principal Engineer

Telephone: (510) 477-7500 Email: rolliea@unionsanitary.ca.gov

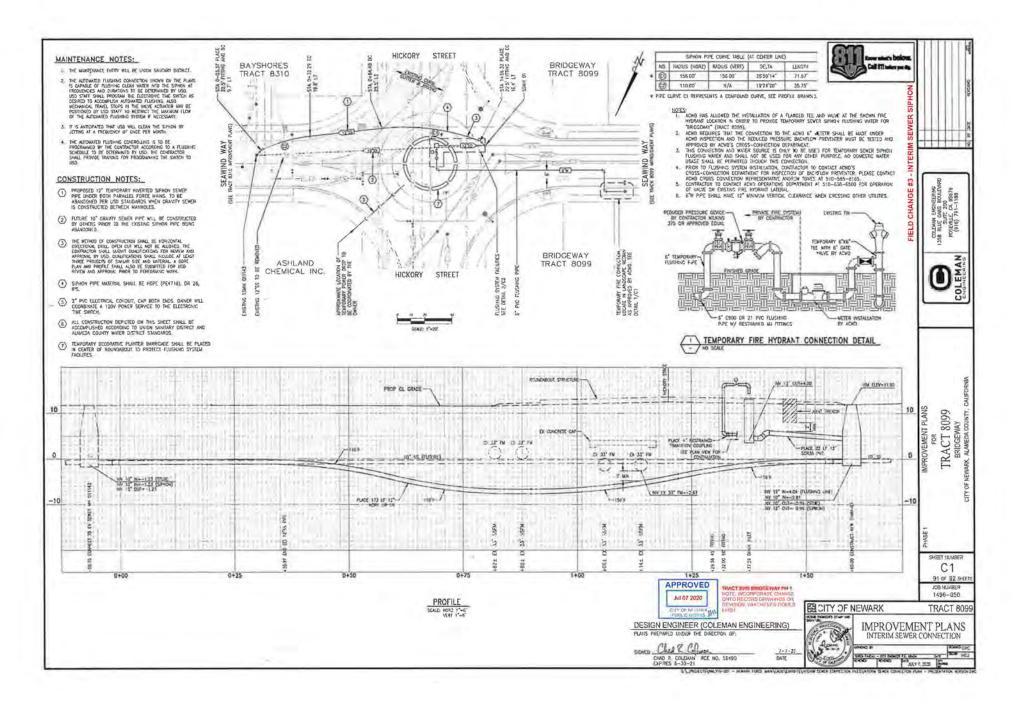
IN WITNESS WHEREOF, this Agreement is executed and delivered by the parties as of the Effective Date.

Date:	7.16-2020	"District"
		Union Sanitary District, a California sanitary district By:
		Name: Name: Name:
Date: 7/8/20	7/8/20	"Lennar" Lennar Homes of California Inc.,
	a California corporation By: Chad Kith Title: VP	

Exhibit A

Temporary Siphon Plan

[Attached]



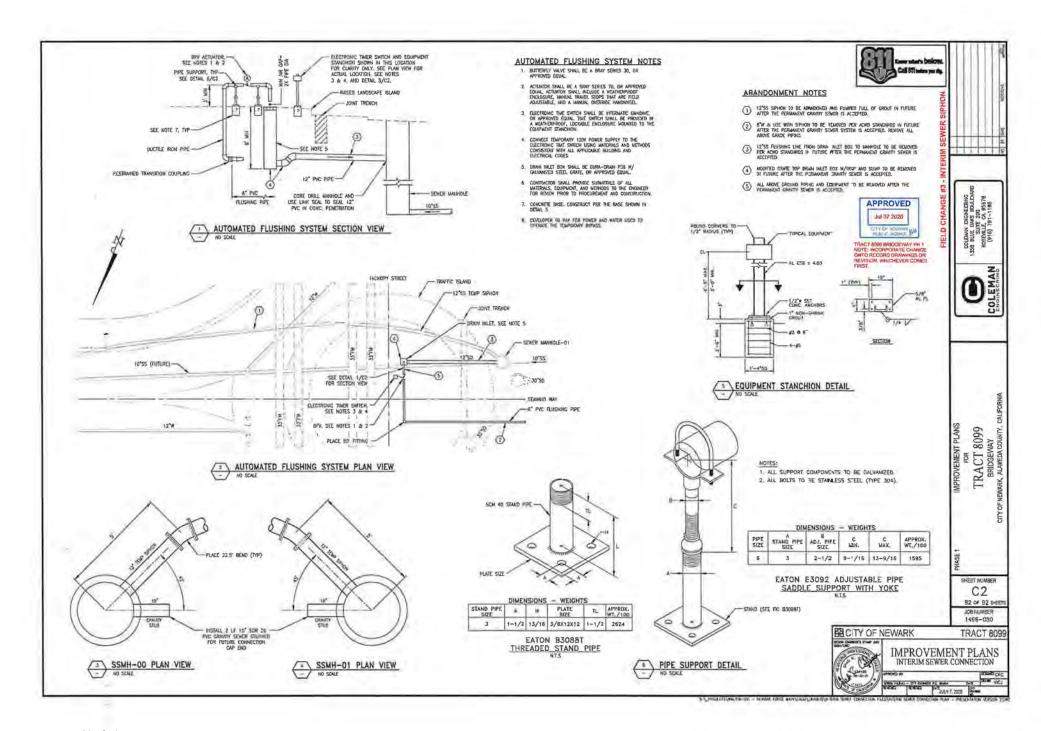


Exhibit B

Maintenance Obligations

MAINTENANCE NOTES:

- 1. THE MAINTENANCE ENTITY WILL BE UNION SANITARY DISTRICT.
- 2. THE AUTOMATED FLUSHING CONNECTION SHOWN ON THE PLANS IS CAPABLE OF FLUSHING CLEAN WATER INTO THE SIPHON AT FREQUENCIES AND DURATIONS TO BE DETERMINED BY USD. USD STAFF SHALL PROGRAM THE ELECTRONIC TIME SWITCH AS DESIRED TO ACCOMPLISH AUTOMATED FLUSHING. ALSO MECHANICAL TRAVEL STOPS IN THE VALVE ACTUATOR MAY BE POSITIONED BY USD STAFF TO RESTRICT THE MAXIMUM FLOW OF THE AUTOMATED FLUSHING SYSTEM IF NECESSARY,
- IT IS ANTICIPATED THAT USD WILL CLEAN THE SIPHON BY JETTING AT A FREQUENCY OF ONCE PER MONTH.
- THE AUTOMATED FLUSHING CONTROLLING IS TO BE PROGRAMMED BY THE CONTRACTOR ACCORDING TO A FLUSHING SCHEDULE TO BE DETERMINED BY USD. THE CONTRACTOR SHALL PROVIDE TRAINING FOR PROGRAMMING THE SWITCH TO USD.

CONSTRUCTION NOTES:

- PROPOSED 12" TEMPORARY INVERTED SIPHON SEWER
 PIPE UNDER BOTH PARALLEL FORCE MAINS. TO BE
 ABANDONED PER USD STANDARDS WHEN GRAVITY SEWER
 IS CONSTRUCTED BETWEEN MANHOLES.
- FUTURE 10" CRAVITY SEWER PIPE WILL BE CONSTRUCTED BY OTHERS PRIOR TO THE EXISTING SIPHON PIPE BEING ABANDONED.
- THE METHOD OF CONSTRUCTION SHALL BE HORIZONTAL DIRECTIONAL DRILL OPEN CUT WILL NOT BE ALLOWED. THE CONTRACTOR SHALL SUBMIT QUALIFICATIONS FOR REVIEW AND APPROVAL BY USD. QUALIFICATIONS SHALL INCLUDE AT LEAST THREE PROJECTS OF SIMILAR SIZE AND MATERIAL. A BORE PLAN AND PROFILE SHALL ALSO BE SUBMITTED FOR USD REVIEW AND APPROVAL PRIOR TO PERFORMING WORK.
- (4) SIPHON PIPE MATERIAL SHALL BE HDPE (PE4710), DR 26, IPS.
- 2" PVC ELECTRICAL CONDUIT, CAP BOTH ENDS, OWNER WILL COORDINATE A 120V POWER SERVICE TO THE ELECTRONIC TIME SWITCH.
- ALL CONSTRUCTION DEPICTED ON THIS SHEET SHALL BE ACCOMPLISHED ACCORDING TO UNION SANITARY DISTRICT AND ALAMEDA COUNTY WATER DISTRICT STANDARDS.

FIRST AMENDMENT TO TEMPORARY SEWER SIPHON CONNECTION AGREEMENT

RECITALS

- A. District and Lennar entered into that certain Temporary Sewer Siphon Connection Agreement dated July 8, 2020, which sets forth the terms under which District allowed Lennar to install a temporary sewer connection to effectuate the development of a residential project prior to replacement of District's Existing Force Mains (the "Agreement"). Any term not otherwise defined herein shall have the definition set forth in the Agreement.
- B. The Agreement expires on June 15, 2021, and the Parties desire to extend the term for an additional two months.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Amendment of Section 1, Term.</u> Section 1, Term, is hereby deleted and replaced in its entirety with the following: "The term of the Agreement shall commence upon the Effective Date and shall terminate upon the earlier of (i) acceptance of the Permanent Gravity Sewer by the District; or (ii) August 15, 2021."
- 2. <u>Agreement in Full Force and Effect</u>. Except as amended by this First Amendment, the Agreement remains in full force and effect.

[signatures appear on the next page]

IN WITNESS WHEREOF, this First Amendment is executed and delivered by the Parties as of the Effective Date

Date:	"District"
	Union Sanitary District, a California sanitary district By: Paul K. Elluly
	Name: Paul R. Eldredge
	Title: General Manager
June 11, 2021 Date:	"Lennar"
	Lennar Homes of California Inc., a California corporation Docusigned by: Brian Olin
	By: Land Olin Name: Brian Olin
	Title: Vice President



Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy Attorney

AUGUST 9, 2021 BOARD OF DIRECTORS MEETING AGENDA ITEM # 9

TITLE: Consider a Resolution to Accept the Construction of the Primary Digester No.

2 Rehabilitation Project from Kiewit Infrastructure West Company (This is a

motion item)

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

Sami E. Ghossain, Technical Services Work Group Manager

Raymond Chau, CIP Team Coach Derek Chiu, Assistant Engineer

Recommendation

Staff recommends the Board consider a resolution to accept the construction of the Primary Digester No. 2 Rehabilitation Project (Project) from Kiewit Infrastructure West Company (KIWC) and authorize recordation of a Notice of Completion.

Discussion

Staff issued the Notice to Proceed to KIWC on January 6, 2020. The 230-day project was initially scheduled to be completed on October 1, 2020. However, project completion was delayed due to the following two issues:

Sludge Recirculation Pump Delivery Delay

The sludge recirculation pump was expected to be delivered to the project site in July 2020 but due to manufacturing issues due to the Covid-19 pandemic, the pump was not delivered until October 2, 2020.

Primary Digester No. 2 Leak Testing, Investigation, and Repairs

After the sludge recirculation pump was received and installed, Primary Digester No. 2 (PDIG2) was filled with water on October 5, 2020 to test the pump and the sludge piping

system for leakage. Staff discovered small amounts of water coming out of the concrete floor slab near where the PDIG2 bottom mixing pipe enters inside the Heating and Mixing Building No. 1 (HMB1). After investigating, staff believed that water had seeped out of PDIG2 where the bottom mixing pipe penetrates through the digester floor and traveled along the exterior of the pipe towards HMB1. On January 8, 2021, the contractor coated around the bottom mixing pipe floor penetration inside PDIG2 to seal the concrete-pipe interface. After the coating work was completed, PDIG2 was filled with water and tested again, and no water was observed in HMB1. On March 29, 2021, the water test was successfully completed, and staff started filling PDIG2 with sludge and put it into service.

The above issues resulted in the Project being delayed, and Contract Change Order (CCO) No. 22 provided a time extension to KIWC's contract to adjust their substantial completion date to June 7, 2021.

Change Orders

The Project included 22 CCOs in the credit amount of \$80,468, which is approximately -2.6% of the original contract amount. A list of the CCOs is included in the attached Table 1. A summary of the notable CCOs is provided below:

1. CCO No. 1 – Delete Piping Replacement at Primary Digester No. 2

CCO No. 1 was in the credit amount of \$40,000 for deleting Bid Item No. 5. The project scope included replacing the aboveground and underground portions of the sludge piping between the PDIG2 overflow box and the Sludge Transfer Tank. The aboveground portion of the piping was heavily corroded, so the replacement was certain. The underground portion of the piping is embedded in a concrete slab and because of limited access to inspect the pipe interior, staff could not determine if replacement was necessary during design. Instead, staff included a separate bid item to replace the underground portion of the piping after the contractor exposes it when they remove the aboveground piping. After the contractor excavated and removed the aboveground piping, staff inspected the interior of the piping and determined it to be in good condition and that replacement of the underground portion was not necessary.

2. CCO No. 3 – Delete Selected Coatings Work at Primary Digester No. 2.

CCO No. 3 was in the credit amount of \$25,515. After the contractor removed struvite and pressure washed the interior of PDIG2, staff determined that the coatings on the two mixing nozzles inside PDIG2 were in good condition and did not require recoating. Additionally, there was an allowance for up to 100 square feet of coatings spot repairs on the interior of the steel digester cover that was not used since the coating was determined to be in good condition.

3. CCO No. 14 – Replace 16-inch Mixing Pump No. 2 Discharge Plug Valve

CCO No. 14 was in the amount of \$15,381. The 16-inch plug valve on the discharge piping of Mixing Pump No. 2 required replacement due to age but was not originally identified to be replaced as part of the construction contract. Replacement of this valve was significantly easier while PDIG2 and Sludge Mixing Pump No. 2 was out of service.

4. CCO No. 18, 20, and 22 – Primary Digester No. 2 Water Leakage Investigation and Repair CCO No. 18 was in the amount of \$2,263 and CCO No. 20 was in the amount of \$8,061. CCO No. 22 was in the amount of \$6,959 and granted a 249 calendar-day time extension. Due to unforeseen conditions, the contractor supported the District's investigation into the water leak of PDIG2 that was observed in HMB1 during the initial water test. PDIG2 was drained of the test water and the various piping connected to the digester was pressure tested to confirm their integrity. The penetration around the bottom mixing pipe inside PDIG2 was coated to seal the gap where the water was seeping through. PDIG2 was refilled with water and successfully passed the test.

5. CCO No. 21 – Bid Item Reconciliation

CCO No. 21 is in the credit amount of \$84,467. The Project included several unit price bid items for concrete repairs at PDIG2 and Primary Clarifiers No. 5 and 6. After the contractor completed struvite removal from the concrete walls of PDIG2, inspection of the concrete revealed that concrete repairs were not as extensive as expected. After the removal of the deteriorated concrete from the underside of the concrete walkways around Primary Clarifiers No. 5 and 6, inspection of the remaining concrete revealed fewer concrete repairs were required. Therefore, the unused amounts in these unit price bid items were credited back to the District.

Background

The District has six primary and two secondary digesters at the Alvarado Wastewater Treatment Plant that require periodic cleaning to remove accumulated debris and to maintain treatment capacity. Primary Digester No. 2 was cleaned in Spring 2019, JDH Corrosion Consultants, Inc. completed the condition assessment in July 2019, and Carollo Engineers completed the Project design in October 2019.

On December 9, 2019, the Board awarded the Project's construction contract to KIWC in the amount of \$3,057,530. The Project's major elements included the following:

Primary Digester No. 2

- Replace the foam insulation on the digester dome
- Recoat the interior and exterior appurtenances of Primary Digester No. 2 (i.e., steel dome cover, center column, mixing nozzles, piping, steel covers, center water seal, etc.)
- Modify the digester gas piping on top of the digester

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- Relocate the existing digester gas flow meter and addition of new flow meter
- Replace the water piping and sludge overflow piping at the digester
- Replace the existing viewports with new circular viewports on the digester dome
- Improve the lighting on the digester dome
- Replace the various sludge valves and electric valve actuators within Heating and Mixing Building No. 1
- Install new knife gate valves for isolation of the digester
- Replace the heat exchanger and sludge recirculation pump for the digester

Primary Clarifiers

- Repair the concrete roof beams at the Primary Clarifiers No. 1-4 Building
- Repair the deteriorated concrete walkways at Primary Clarifiers No. 5 and 6
- Replace the corroded guardrail and air duct supports in the Primary Clarifiers No. 5 and 6
 Building
- Replace the scum collectors at Primary Clarifiers No. 5 and 6
- Recoat portions of the Primary Clarifiers No. 5 and 6 mechanisms

Other Improvements

- Repair concrete on the tank wall and overflow box of Secondary Digester No. 2
- Repair the secondary effluent pipeline
- Replace the final effluent screen bearings

Figures 1 shows the locations of the project improvements. Figures 2 through 9 show photos of the improvements.

Previous Board Action

February 25, 2019, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Carollo Engineers, Inc. in the amount of \$212,749 for final design services for the Project.

July 22, 2019, the Board authorized the General Manager to execute Amendment No. 1 to Task Order No. 1 with Carollo Engineers, Inc. in the amount of \$38,929 to provide additional final design services for the Project.

December 9, 2019, the Board awarded the construction contract for the Project to Kiewit Infrastructure West Co. in the amount of \$3,057,530.

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January 13, 2020, the Board authorized the General Manager to execute Task Order No. 2 with Carollo Engineers, Inc. in the amount of \$112,714 to provide engineering services during construction of the Project.

January 13, 2020, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Tanner Pacific, Inc. in the amount of \$138,600 to provide construction management services for the Project.

December 14, 2020, the Board authorized the General Manager to execute Amendment No. 1 to Task Order No. 1 with Tanner Pacific, Inc. in the amount of \$43,200 to provide additional construction management services for the Project.

PRE/SEG/RC/DC;mb

Attachments: Figure 1 – Site Plan

Figures 2 through 9 – Photos Table 1 – CCO Summary

Resolution

Notice of Completion

FIGURE 1 - PRIMARY DIGESTER NO. 2 REHABILITATION PROJECT





Figure 2 – Primary Digester No. 2 Overflow Box Area

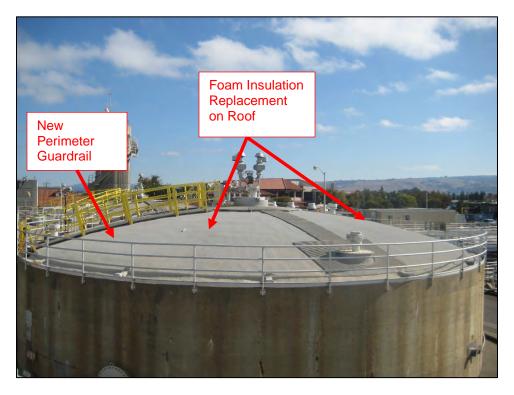


Figure 3 – Primary Digester No. 2 Roof

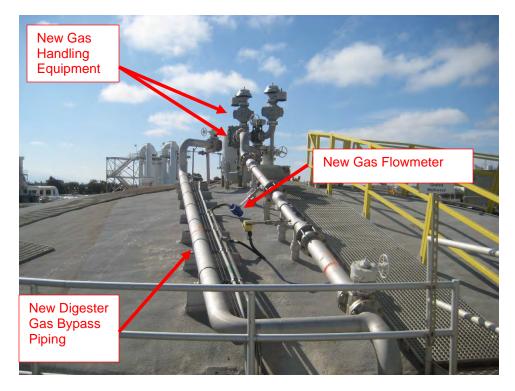


Figure 4 – Stainless Steel Digester Gas Piping on the Digester Cover



Figure 5 – Knife Gate Valves Inside Heating and Mixing Building No. 1



Figure 6 – Recirculation Pump and Heat Exchanger Inside Heating and Mixing Building No. 1



Figure 7 – Air Ducts at Primary Clarifiers No. 5 and 6



Figure 8 – Walkway Between Primary Clarifiers No. 5 and 6



Figure 9 – Secondary Effluent Pipeline

Table 1
Primary Digester No. 2 Rehabilitation Project, 800-526
Contract Change Order Summary

No.	Title	Amount
1	Deletion of Bid Item No. 5 - Piping Replacement at Primary Digester No. 2	(\$40,000)
2	Additional Spools for Plug and Knife Gate Valves at Heating and Mixing Building No. 1 - (\$7,000 Applied to Bid Item No. 3)	\$0
3	Delete Selected Coatings Work at Primary Digester No. 2	(\$25,515)
4	Primary Clarifier No. 5 and 6 Metal Modifications	\$1,207
5	Delete Steel Cover Coatings Repair Work at Primary Digester No. 2	(\$13,293)
6	Primary Clarifier No. 6 Conduit Repair	\$6,055
7	Digester Gas Piping Modifications	\$8,764
8	Cancelled Plant Shutdown on August 12 to Perform Effluent Pipeline Repair	\$5,506
9	Reconnect TPS Valve Actuator at Heating and Mixing Building No. 1	\$1,917
10	Installation of New Wireway and Conduit for Valve Controllers inside Heating and Mixing Building No. 1	\$1,109
11	Effluent Screens Shaft Collar Modifications	\$920
12	Primary Digester No. 2 Bottom Discharge (16 inch) and Digested Sludge Pipe (6 inch) Pressure Testing	\$3,812
13	16-inch DS Piping Between HMB1 and PD2	\$11,382
14	Replace 16-inch Mixing Pump No. 2 Discharge Plug Valve	\$15,381
15	Relocate Light Fixture at Heating and Mixing Building No. 1	\$1,086
16	Primary Digester No. 2 Top Mixing Pipe Coatings	\$1,535
17	Recirculation Pump No. 2 Seal Water Modifications	\$398
18	Pressure Testing of the Mixing Pipe at Primary Digester No. 2	\$2,263
19	Primary Clarifier No. 5 Feed Well Additional Angle Repairs	\$6,452
20	Primary Digester No. 2 Water Leakage Test and Valve Rotation	\$8,061
21	Bid Item Reconciliation	(\$84,467)
22	Coatings Work at Primary Digester No. 2 - Bottom Suction Mixing Pipe Opening, Overflow Box, and Two At-Grade Manways	\$6,959
	Total	(\$80,468)
	% Change Order (\$3,057,530 Contract Amount)	-2.6%

RESOLUTION NO.

ACCEPT CONSTRUCTION OF THE PRIMARY DIGESTER NO. 2 REHABILITATION PROJECT LOCATED IN THE CITY OF UNION CITY, CALIFORNIA FROM KIEWIT INFRASTRUCTURE WEST COMPANY

RESOLVED, by the Board of Directors of the UNION SANITARY DISTRICT that it hereby accepts the Primary Digester No. 2 Rehabilitation Project from Kiewit Infrastructure West Company, effective August 9, 2021.

FURTHER RESOLVED: That the Board of Directors of the UNION SANITARY DISTRICT authorize the General Manager/District Engineer, or his designee, to execute and record a "Notice of Completion" for the Project.

follow	On motion duly made and secoring vote on August 9, 2021	nded, this resolution	was adopted	by the
	AYES:			
	NOES:			
	ABSENT:			
	ABSTAIN:			
		PAT KITE President, Board of Union Sanitary Dist		
Attest	:			
Secre	NY FERNANDEZ tary, Board of Directors Sanitary District			



RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Regina McEvoy Union Sanitary District 5072 Benson Road Union City, CA 94587

NO RECORDING FEE – PER GOVERNMENT CODE SECTIONS 6103 & 27283 (R&T Code 11911)

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN by the **UNION SANITARY DISTRICT**, Alameda County, California, that the work hereinafter described, the contract for the construction of which was entered into on December 16, 2019, by said District and **KIEWIT INFRASTRUCTURE WEST COMPANY**, 4650 Business Center Drive, Fairfield, CA 94534, Contractor for the Project, "Primary Digester No. 2 Rehabilitation Project," was substantially completed on June 7, 2021 and accepted by said District on August 9, 2021.

The name and address of the owner is the **UNION SANITARY DISTRICT**, at 5072 Benson Road, Union City, CA 94587.

The estate or interest of the owner is: FEE SIMPLE ABSOLUTE.

The description of the site where said work was performed and completed is the Union Sanitary District's Alvarado Wastewater Treatment Plant, located at 5072 Benson Road, City of Union City, County of Alameda, State of California.

The undersig	ned declares under penalty of p	erjury that the foregoing is true	and correct.
Executed on .		_ at UNION CITY, CALIFORNI	A.

PAUL R. ELDREDGE, P.E.
GENERAL MANAGER/DISTRICT ENGINEER
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*

AUGUST 9, 2021 BOARD OF DIRECTORS MEETING AGENDA ITEM # 10

TITLE: Value Engineering Review Update for the Enhanced Treatment and Site

Upgrade Phase 1A Project (This is an Information Item)

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

Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager Curtis Bosick, Enhanced Treatment and Site Upgrade Assistant PM

ETSU Steering Committee (Armando Lopez, Sami Ghossain, Robert Simonich)

Recommendation

Information only.

Discussion

On February 22, 2021, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Psomas for value engineering, constructability review, and construction management services for the Enhanced Treatment and Site Upgrade Phase 1A Project. At that time the Board asked to be informed of the results of the Value Engineering (VE) Review.

The purpose of the VE Review is to independently evaluate the cost effectiveness of the equipment and material layouts and types included in the design to determine what cost savings may be possible considering both construction and lifecycle costs. Value engineering concepts can result in an increase or decrease in construction cost estimates.

Hazen and Sawyer (Hazen), the design engineer, provided a preliminary set of plans and specifications between the 50% and the 90% Design submittal period to the VE Review Team from Psomas and their major subconsultant Vanir. The attached Table 1 is a comprehensive summary of the VE concepts that were considered during the reviews of the Phase 1A Aeration Basin Modifications and Campus Building projects. In total twelve VE concepts were identified.

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Of those twelve, three were further evaluated for consideration. Below is a list of the three items:

Aluminum Conduits Potential Savings of \$257,000
 Aeration Basin Internal Coatings Potential Savings of \$1,700,000

3. New 12Kv Switchgear Simplified Construction of Multiple Projects

The brief summaries below provide more detail on each of these concepts that the VE Review Team recommended for implementation and Staff, in consultation with Hazen, have since incorporated into the design.

1. Aluminum Electrical Conduits in lieu of PVC Coated Rigid Galvanized Steel (RGS)

The standard materials used for electrical conduits in exterior exposed applications at the District's treatment plant for many years has been PVC Coated RGS. The PVC coating is intended to provide a corrosion barrier for the underlying steel in the conduit. The Aeration Basin Modifications Project requires the largest amount of exposed exterior conduit ever installed in a District project. Due to this large quantity, Psomas performed a cost comparison between PVC coated RGS and aluminum conduits. Aluminum conduits are inherently more corrosion resistant than steel and are also lighter weight which tends to decrease labor costs associated with installing the conduit. PVC coated RGS conduits are stronger than aluminum and so this review included understanding the strength requirements of each particular installation location within the project. The estimated construction cost savings for the partial replacement of PVC Coated RGS conduits with aluminum is \$257,000. Thus, at Staff's direction Hazen has incorporated these changes into their design.

2. Aeration Basin Internal Coating Systems

The internal concrete walls of the aeration basins need coatings to provide protection from corrosive gases. The degree of corrosion resistance provided by various coating systems varies dramatically along with the cost of the types of coating systems available. Psomas recognized that the concrete in the channels of the aeration basins and the inlet area of the basins is subject to much more corrosion than the other areas of the basins. Psomas and Hazen reviewed the condition of the existing concrete in the headspaces of the existing basins to better inform the coating selection for the various areas of the basins. This allowed Hazen to refine the types of coatings called for and reduce the amount of the highest cost coatings in the basins. The estimated savings in coating costs is projected to be up to \$1.7 million.

3. New 12 Kilovolt (kV) Electrical Utility Service Entrance Switchgear

The District currently has a 12 kV PG&E electrical service that comes on-site via overhead poles before transitioning to underground cables and terminating at the existing Main Electrical Building (MEB). The initial Campus Building design called for the

construction of a large ductbank from the MEB to provide the necessary power for the new building. Psomas recognized the cost impact of transmitting power across the site first south to MEB and then back north to the Campus. Psomas proposed that the District consider installing a new PG&E service meter and 12kV switchgear near the north end of the site to allow the power to be run more directly to the Campus Building.

The existing 12 kV switchgear at MEB is 25 years old and in the FY 21 budget was planned to be replaced in FY 24-27. The existing switchgear has no room for expansion and has obsolete controls that are difficult to find parts and personnel qualified to work on it. Psomas understood this and recognized that installing a new meter and 12 kV switchgear sooner than originally planned could provide additional benefits to the District as follows:

- a. Simplify the integration of the Stand-by Power Generation Project with the plant's existing power distribution system thereby reducing risks associated with that project.
- b. Simplify the construction process and reduce the costs associated with the eventual replacement of the existing 12kV distribution switchgear at MEB.
- c. Provide more capacity and improved feasibility for developing technologies which are best cited on the north end of the site. These could include additional solar and wind power creation, as well as battery power storage facilities, and additional EV charging facilities.

Hazen and Psomas worked together to develop cost estimates for the replacement of the 12 kV switchgear for the plant as originally intended (replacement in kind in the existing MEB) and the combined costs of installing a new switchgear simultaneous with the ETSU Phase 1A project and then replacing the existing distribution switchgear at the originally planned time. The cost estimates for both approaches were found to be essentially identical after considering the avoided costs associated with constructing a large new ductbank from MEB to the Campus Building. The approved FY 22 Budget includes this phased installation of a new 12 kV switchgear and the later replacement of the existing distribution switchgear. The design of new PG&E service meter and 12 kV switchgear is nearly complete, and staff anticipates including it in the Aeration Basin Modifications Project that will be advertised for bid in about a month.

Staff believes that performing a VE Review on at least the Phase 1A and Phase 1B ETSU Program Projects is prudent given the scale of the projects. For example, the large scale of the conduits and coatings for the Aeration Basin Modifications Project provided an opportunity to look for substantial costs savings by reanalyzing some of the District's standard guidelines for design in a way that is typically not worth the extra effort for the much smaller projects. The total cost of

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the VE review by the Psomas team was approximately \$80,000 and the estimated construction cost savings are projected to be up to \$1.95 million.

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 of the Phase 1B Project.
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.

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ETSU Phase 1A Project

Staff developed a Phase 1A Project (Project) scope which includes the Aeration Basin Modifications project and the Campus Building project. These two projects are being designed together for the initial construction because they are the first two concurrent projects that must be constructed to facilitate the construction of the remainder of Phase 1 program.

The major scope items for the Aeration Basin Modifications Project are as follows:

- Retrofit Aeration Basins 1 through 7 to initially operate with an anaerobic selector to improve settling and then transition to a Biological Nutrient Removal (BNR) process to remove nutrients at the conclusion of Phase 1B. This work includes but is not limited to the following:
 - Installation of baffling and mechanical mixing to create deoxygenation, anoxic and flexible aeration zones.
 - Addition of nitrified recycle pumps and dedicated RAS piping for each basin, repurposing of existing channels to facilitate step feed operation and surface wasting and modifications to existing aeration air distribution and diffuser piping systems.
- Construct new Aeration Basin 8
- Replace Roof Deck for Aeration Basins 1 through 4. The existing precast prestressed concrete tee-section beams to be replaced with a new cover.
- Replace Aeration Blowers 7 through 10 and Channel Blowers 1 through 4 with new highspeed turbo blowers. This work includes the replacement/upsizing of existing 480V electrical gear and demolition of existing centrifugal blowers and 4160 kV switchgear.
- Replace Odor Scrubbers 2 through 5. This work includes the demolition of the existing odor scrubber facilities.
- Rehabilitate Primary Effluent Lift Station No. 2
- Expand and/or retrofit existing electrical, mechanical, communication, and conveyance systems/equipment as required to accomplish the above scope of work.

The major scope items for the Campus Building project are as follows:

- Construct a new Campus Building that consolidates the District's existing Administration, Control/Lab and Fabrication, and Maintenance and Construction (FMC) buildings and is constructed in accordance with current seismic and safety regulations. This work includes all associated site, landscaping and utility improvements, and new parking areas and driveways.
- Potentially construct a new storm water retention pond and covered parking with solar panels in portions of the new parking lots to be constructed around the new Campus Building.

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• Install electrical and communication/network improvements as required to accomplish the above scope of work.

Previous Board Action

December 12, 2016, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Woodard & Curran (formerly RMC Water and Environment) in the amount of \$265,217 to study, review and assess the District's near- and long-term projects.

January 9, 2017, the Board authorized the General Manager to execute Task Order No. 2 with Carollo Engineers in the amount of \$279,698 for the Plant Solids System/Capacity Assessment – Phase 2.

March 27, 2017, the Board authorized the General Manager to execute Task Order No. 2 with Woodard & Curran in the amount of \$69,877 for the Effluent Management Study.

July 11, 2017, the Board held Workshop No. 1 on the background and analysis of the Administration and Control Buildings and cost comparison of the retrofit and new building alternatives.

January 22, 2018, the Board authorized the General Manager to execute Amendment No. 2 to Task Order No. 2 with Woodard & Curran in the amount of \$74,518 to evaluate strategies for early adoption of nutrient removal process at the Plant and at the Hayward Marsh during the Effluent Management Study.

March 19, 2018, the Board held Workshop No. 2 on the retrofit vs. new options for the Administration and Control Buildings, the options for secondary process improvements, and the need to vet the membrane bioreactor treatment technology.

May 8, 2019, the Board held Workshop No. 3 on results from the secondary process evaluation, the alternatives and phasing of the secondary treatment process improvements, the new campus building alternative, and the capital and O&M cost updates.

July 22,2019, the Board approved the Enhanced Treatment & Site Upgrade Program Manager (Limited Duration) and Enhanced Treatment & Site Upgrade Assistant Program Manager (Limited Duration) Job Descriptions and Salary Ranges.

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

January 13, 2020, the Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Hazen and Sawyer in the amount of \$6,752,860 for the Enhanced Treatment and Site Upgrade Phase 1A Project to provide the 30% design services for all projects

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in Phase 1 of the ETSU Program (excluding the Campus Building project) and final design services associated with the Aeration Basin Modifications Project.

March 9, 2020, the Board authorized the General Manager to execute Task Order No. 2 with Hazen and Sawyer in the amount of \$3,737,412 for the Enhanced Treatment and Site Upgrade Phase 1A Project to complete the design of the Campus Building Project.

July 13, 2020, the Board authorized the General Manager to execute Amendment No. 1 to Task Order No.1 with Hazen and Sawyer in the amount of \$98,335 for the Enhanced Treatment and Site Upgrade Phase 1A Project to include the Design of Aeration Basin No. 8 in the 30% Design of the Aeration Basin Modifications Project.

November 11, 2020, the Board authorized the General Manager to execute Amendment No. 2 to Task Order No. 1 with Hazen and Sawyer in the amount of \$750,760 for the Enhanced Treatment and Site Upgrade Phase 1A Project to include Aeration Basin No. 8 in the Final Design of the Aeration Basin Modifications Project.

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.

February 22, 2021, the Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Psomas for value engineering, constructability review, and construction management services for the ETSU Phase 1A Project in the amount of \$10,986,283.

PRE/RP/CB

Attachments: Table 1 – Value Engineering Review Summary

Figure 1: ETSU Program - Phase 1 Project Locations

Figure 2: New Exposed Conduit Routing on Aeration Basins

Figure 3: Existing Aeration Basin Concrete Condition Variability

Figure 4: Example Prefabricated 12 kV Switchgear Building

Table 1: ETSU Phase 1A Project Value Engineering Review Summary

No.	Concept	Pros	Cons	Recommendation
1	AB 1-4 Roof Deck Replacement: Current Design: New Cast-in-place concrete deck VE Idea: Use replacement precast concrete members	 Potential material cost savings Potential faster installation 	 Custom precast members required due to number of deck penetrations and locations Additional overhead conduit costs Redesign costs and schedule impacts 	No further evaluation recommended
2	Stainless Steel (SST) Aeration Air (AA) Pipe Supports: Current Design: SST supports for AA header and pipes on West Blower Building roof VE Idea: Concrete saddle supports	Potential material cost savings	 Increased weight on existing roof Additional seismic concerns Redesign costs and schedule impacts 	No further evaluation recommended
3	Aeration Basin (AB) Deck Conduits: Current Design: PVC coated rigid galvanized steel (RGS) conduits for exterior exposed applications VE Idea: Aluminum conduits in lieu of PVC coated RGS	 Potential installation cost savings up to \$257K No impacts to corrosion resistance Minimal design impacts 	Operational strength concerns	Incorporate aluminum conduits in particular locations least susceptible to damage

Page **1** of **4** ETSU Phase **1**A VE Review Summary Table

No.	Concept	Pros	Cons	Recommendation
4	AB Deck Conduit Routing: Current Design: Overhead conduits for exterior exposed applications VE Idea: Alternative raceway assemblies	Potential Material Cost Savings	 Additional design required to resolve conflicts with other process piping Creates potential tripping hazards 	No further evaluation recommended
5	Aeration Basin Internal Coating Systems: Current Design: Polyurethane microbiologically induced corrosion (MIC) coating system throughout basins VE Idea: Use alternate epoxy MIC coating system for locations that are less susceptible to and historically not shown signs of surface degradation	Potential construction cost savings of up to \$1.7M	To address longevity and constructability concerns related to surface degradation a more complex specification is required.	Survey condition of concrete in existing aeration basins and refine the amount and location of polyurethane and epoxy coatings to be installed
6	New 12 Kilovolt (kV) Electrical Utility Service Entrance Switchgear: Current design: New 5kV feeder and transformer connected directly to existing 5 kV switchgear at Main Electrical Building (MEB) VE Idea: Provide new PG&E service meter and 12 kV switchgear near the Campus Building	 Substantially reduces amount of large ductbank to be constructed in Phase 1A Simplifies integration of Standby Power Generation Project with Plant's existing power distribution system Facilitates phased approach for replacement of existing 12kV switchgear Provides more capacity and improves feasibility for additional solar/wind power production, battery power storage, and additional EV charging 	Moves up a portion of the planned replacement costs for 12 kV switchgear replacement	Verify the cost and schedule impacts to ETSU Phase 1A and incorporate into the design for Aeration Basin Modifications Project

Page **2** of **4** ETSU Phase **1**A VE Review Summary Table

No.	Concept	Pros	Cons	Recommendation
7	Landscape Walls: Current Design: 30" stacked gravity block with internal reinforcement VE Idea: Reduce height of stacked gravity block system	Lower initial cost of barrier system	Reduces overall vehicle barrier component integrated into the entry plaza	No further evaluation recommended
8	Exterior Fence / Gates: Current Design: Architectural steel fencing VE Idea: Use alternate black vinyl coated chain link with vinyl slats	Lower initial cost of fencing system	 Impacts scope of landscape for the Campus Building Project Increases long term fence maintenance costs 	No further evaluation recommended
8	Exterior Cladding of Campus Building: Current Design: Standard Metal Panel VE Idea: Use Insulated Metal Panel System	Reduced building envelope complexity	 Current design has more proven building envelope water intrusion prevention performance 	No further evaluation recommended
9	Canopies & Overhangs: Current Design: Manufactured wall mounted trellis and steel overhang VE Idea: Replace with shade sail	Up to \$70k Construction cost savings	 Shade sail life cycle is 7 years \$7k maintenance cost every 5-10 years to replace fabric 	No further evaluation recommended

Page **3** of **4** ETSU Phase **1**A VE Review Summary Table

No.	Concept	Pros	Cons	Recommendation
10	Skylights: Current Design: Large skylight system at stair wells VE Idea: Use solar-tubes in lieu of large skylights	10k initial cost savings	 Increased penetrations through roof Redesign & coordination needed for support of solar tubes Reduced aesthetic impact from skylight 	No further evaluation recommended
11	Sustainable Energy: Current Design: Includes Code required infrastructure for future demand VE Idea: Add energy storage and/or electric infrastructure for all electric Building	 Facilitates all electric campus Facilitates future Electric Vehicle Charging stations Facilitates battery storage for back-up power of campus 	Increased capital costs	No further evaluation recommended. New proposed 12kV switchgear allows for easier expansion in future.
12	Prefabricated Steel Structure: Current Design: Braced Frame Structure VE Idea: Use Prefabricated Steel Structure	 Potential reduced building erection time. Potential reduced material costs due to reducing the total steel tonnage on site construction savings up to \$155k. 	 Redesign needed for structure likely to consume most of the cost savings and time savings Provides less on-site inspection opportunity of the structural work. 	No further evaluation recommended

Figure 1: ETSU Program – Phase 1 Project Locations

Phase 1C – New Primary Effluent Equalization

Phase 1B – New Effluent Facilities

Phase 1A – New 12 KV Service Switchgear



Phase 1A – Aeration Basin Modifications

Existing Main Electrical Building

Phase 1B – New Secondary Clarifiers

Phase 1A - New Campus Building



Figure 2: New Exposed Conduit Routing on Aeration Basins

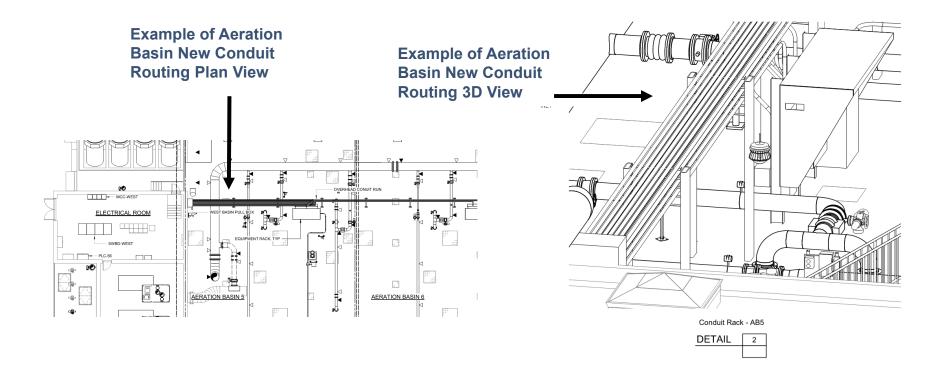


Figure 3: Existing Aeration Basin Concrete Condition Variability



Figure 4: Example Prefabricated 12 kV Switchgear Building





Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy *Attorney*

AUGUST 9, 2021 BOARD OF DIRECTORS MEETING AGENDA ITEM # 11

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

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

Recommendation

Information only.

Discussion

None.

Background

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

Previous Board Action

None.

Check No.	Date 7/22/2021	Dept	Invoice No.	Vendor EAST BAY DISCHARGERS AUTHORITY	Description RNWL & REPL FUND ASSES FY22	Invoice Amt \$366,000.00	Check Am \$1,053,076.06
176073	7/22/2021	110	3258	EAST DAT DISCHARGERS AUTHORITE	O&M ASSESSMENT, JUL-DEC 2021	\$687,076.06	\$1,033,070.00
178134	7/29/2021	114	2011800314	HAZEN AND SAWYER	CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$262,603.44	\$1,031,165.12
	7/29/2021	114	201180045		ETSU PHASE 1B PROJECT	\$214,054.32	
	7/29/2021	114	2011800218		MP - AERATION BASIN MODIFICATIONS	\$554,507.36	
178150	7/29/2021	143	210335	OVERAA	PRIMARY DIGESTER NO. 7	\$748,700.70	\$748,700.70
178124	7/29/2021		6865	CAL SANITATION RISK MNGT AUTH	07/1/21 - 07/1/22 PROPERTY INSURANCE RENEWAL	\$204,718.89	\$560,902.89
	7/29/2021		6814		7/1/21 - 7/1/22 WC PROGRAM	\$356,184.00	
178086	7/22/2021	143	800501.11	KIEWIT INFRASTRUCTURE WEST CO	ALVARADO INFLUENT PS PUMPS AND VFDS	\$363,556.39	\$363,556.39
178127	7/29/2021		20210728	SOL COOPER	PER APPROVED AGREEMENT	\$129,342.86	\$129,342.86
178125	7/29/2021	143	12190	CAROLLO ENGINEERS	WAS THICKENERS	\$27,704.50	\$124,437.48
	7/29/2021	143	12142		ALVARADO INFLUENT PS PUMPS AND VFDS	\$8,816.10	
	7/29/2021	143	12195		PRIMARY DIGESTER NO. 2 REHABILITATION	\$399.61	
	7/29/2021	143	12146		PRIMARY DIGESTER NO. 7	\$78,408.76	
	7/29/2021	143	12141		AERATION BLOWER 11 (HIGH SPEED)	\$9,108.51	
178167	7/29/2021	110	22932	SYNAGRO WEST LLC	JUN 2021 BIOSOLIDS DISPOSAL	\$95,045.94	\$95,045.94

Check No. 178062	Date 7/22/2021	Dept 143	Invoice No. 11412174	Vendor BROWN & CALDWELL CONSULTANTS	Description PRIMARY DIGESTER NO. 7	Invoice Amt \$22,734.59	Check Am \$83,283.48
	7/22/2021	143	11412175		EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$47,531.74	
	7/22/2021	143	11412888		EMERGENCY OUTFALL OUTLET IMPROVEMENTS	\$3,284.83	
	7/22/2021	143	11412173		STANDBY POWER SYSTEM UPGRADE	\$9,732.32	
178110	7/22/2021	110	103908	USP TECHNOLOGIES	4348 GALS HYDROGEN PEROXIDE	\$19,087.72	\$72,233.06
	7/22/2021	110	103909		4356 GALS HYDROGEN PEROXIDE	\$19,122.84	
	7/22/2021	110	103873		4346 GALS HYDROGEN PEROXIDE	\$19,078.94	
	7/22/2021	110	103962		3404 GALS HYDROGEN PEROXIDE	\$14,943.56	
178170	7/29/2021	170	26218	VOLVO CONSTRUCTION EQP SERVICE	1 TOW BEHIND COMPRESSOR	\$60,153.25	\$60,153.25
178084	7/22/2021	143	W8Y02800012	JACOBS ENGINEERING GROUP, INC	PLANT ODOR CONTROL PILOT STUDY	\$7,124.50	\$57,940.36
	7/22/2021	143	W8Y07900006		PUMP STATIONS CHEMICAL SYSTEM IMPROVEMENTS	\$50,815.86	
178114	7/22/2021	143	191960	WOODARD & CURRAN INC	IRVINGTON BASIN MASTER PLAN UPDATE	\$50,047.00	\$50,047.00
178155	7/29/2021	170	2100091	PSC INDUSTRIAL OUTSOURCING LP	SULFA MEDIA REPLACEMENT	\$39,773.53	\$39,773.53
178151	7/29/2021	143	210335E	OVERAA	PRIMARY DIGESTER NO. 7 - ESCROW PYMT	\$39,405.30	\$39,405.30

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
178126	7/29/2021	173	823567	CDW GOVERNMENT LLC	NETWORK R AND R	\$4,791.78	\$30,836.44
	7/29/2021	173	450945		MOBILE DEPLOYMENT - PHASE 3 TABLETS	\$1,054.88	
	7/29/2021	173	407557		NETWORK R AND R	\$5,040.00	
	7/29/2021	173	762935		NETWORK R AND R	\$14,376.20	
	7/29/2021	173	834791		NETWORK R AND R	\$715.51	
	7/29/2021	173	277528		NETWORK R AND R	\$4,858.07	
178099	7/22/2021	170	380420210708	PACIFIC GAS AND ELECTRIC	SERV TO 06/30/21 CHERRY ST PS	\$352.04	\$22,200.31
	7/22/2021	170	666720210708		SERV TO 06/30/2021 PASEO PADRE PS	\$412.57	
	7/22/2021	170	761520210701		SERV TO 06/24/21 NEWARK PS	\$20,389.42	
	7/22/2021	110	892820210708		SERV TO 06/30/2021 HAYWARD MARSH	\$62.86	
	7/22/2021	170	096020210708		SERV TO 06/30/21 CATHODIC PROJECT	\$44.51	
	7/22/2021	110	224720210629		SERV TO 06/22/21 CS TRAINING TRAILER	\$712.28	
	7/22/2021	170	898220210708		SERV TO 06/30/21 FREMONT PS	\$226.63	
178101	7/22/2021		41192	PREFERRED BENEFIT INSUR ADMINS	JULY 2021 VSP STMT	\$3,161.00	\$15,568.40
	7/22/2021		41191		JULY 2021 DELTA DENTAL STMT	\$12,407.40	
178138	7/29/2021	110	9017718435	KEMIRA WATER SOLUTIONS INC	45,380 LBS FERROUS CHLORIDE	\$7,266.15	\$14,916.64
	7/29/2021	110	9017718136		49,540 LBS FERROUS CHLORIDE	\$7,650.49	
178072	7/22/2021	110	1420897	DEPARTMENT OF GENERAL SERVICES	SERV: MAY 2021 PLANT	\$14,659.47	\$14,659.47

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
178085	7/22/2021	110	9017717456	KEMIRA WATER SOLUTIONS INC	47,880 LBS FERROUS CHLORIDE	\$7,318.12	\$14,173.75
	7/22/2021	110	9017717457		44,680 LBS FERROUS CHLORIDE	\$6,855.63	
178116	7/29/2021	110	4071037120210722	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 07/21/21-BENSON ROAD	\$784.53	\$11,240.77
	7/29/2021	110	4071038120210723		SERV TO: 07/21/21-BENSON ROAD	\$108.19	
	7/29/2021	110	4071036120210722		SERV TO: 07/22/21-BENSON ROAD	\$10,348.05	
178061	7/22/2021	144	315696	BMI IMAGING SYSTEMS	MICROFICHE SCANNING PROJECT	\$10,962.50	\$10,962.50
178172	7/29/2021	143	192067	WOODARD & CURRAN INC	IRVINGTON BASIN MASTER PLAN UPDATE	\$10,740.50	\$10,740.50
178164	7/29/2021	150	46610	SLOAN SAKAI YEUNG & WONG LLP	SPECIAL COUNSEL SERVICES	\$9,408.50	\$10,392.00
	7/29/2021	132	46611		SPECIAL COUNSEL SERVICES	\$983.50	
178122	7/29/2021	170	516970	AVERTIUM LLC	SCADA NIST	\$8,450.00	\$8,450.00

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
178105	7/22/2021		12721	ROTO-ROOTER SERVICES	REFUND # 24913	\$500.00	\$7,700.00
	7/22/2021	144	10635.1		REFUND # 22701	\$500.00	
	7/22/2021		19871		REFUND # 34393	\$500.00	
	7/22/2021		10593		REFUND # 22671	\$500.00	
	7/22/2021		15793		REFUND # 29105	\$500.00	
	7/22/2021		16801		REFUND # 34387	\$500.00	
	7/22/2021		14786.1		REFUND # 28993	\$2,500.00	
	7/22/2021		18850		REFUND # 29106	\$500.00	
	7/22/2021		10669		REFUND # 25954	\$500.00	
	7/22/2021		14786		REFUND # 28994	\$200.00	
	7/22/2021		10635		REFUND # 22702	\$500.00	
	7/22/2021		10602		REFUND # 23797	\$500.00	
178109	7/22/2021	110	49265812	UNIVAR SOLUTIONS USA INC	4700.6 GALS SODIUM HYPOCHLORITE	\$3,395.61	\$6,933.93
	7/22/2021	110	49257681		4898.2 GALS SODIUM HYPOCHLORITE	\$3,538.32	
178055	7/22/2021	170	4017275220210708	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 07/07/21 - FREMONT BLVD	\$600.59	\$6,818.86
	7/22/2021	170	4017420220210708		SERV TO: 07/07/21 - FREMONT BLVD	\$79.59	
	7/22/2021	170	4017274120210708		SERV TO: 07/07/21 - FREMONT BLVD	\$6,138.68	
178153	7/29/2021	110	1558123	POLYDYNE INC	42,280 LBS CLARIFLOC C-6267	\$5,815.68	\$5,815.68
178137	7/29/2021	143	2003098	JENSEN INSTRUMENT COMPANY	2 FLOWMETERS	\$4,971.18	\$4,971.18

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Check No.	Date 7/22/2021	Dept	Invoice No. 20210630	Vendor NAPA AUTO PARTS	Description MONTHLY AUTO PARTS STMT - JUN 2021	Invoice Amt \$4,210.74	Check Am \$4,210.74
178100	7/22/2021	130	62124895	PFM ASSET MANAGEMENT LLC	INVESTMENT MANAGEMENT / ADVISORY SERVICES	\$4,020.27	\$4,020.27
178142	7/29/2021	123	811231	MISSION CLAY PRODUCTS LLC	ASTD CLAY FITTINGS	\$3,387.27	\$3,387.27
178063	7/22/2021		20210721	STATE OF CALIFORNIA	SALES & USE TAX 04/01/21 - 06/30/2021	\$3,374.31	\$3,374.31
178078	7/22/2021	170	95938857	H & E EQUIPMENT SERVICES INC	EQUIPMENT RENTAL 06/16/2021 - 07/13/2021	\$3,333.04	\$3,333.04
178146	7/29/2021	141	621000357	NBS	SEWER SERVICE CHARGE DATA SERV JUL - SEP 2021	\$3,311.55	\$3,311.55
178059	7/22/2021	121	22608	BAYSCAPE LANDSCAPE MANAGEMENT	LANDSCAPE MAINTENANCE SERVICES - JUN 2021	\$3,215.00	\$3,215.00
178076	7/22/2021	122	1841094903	GOODYEAR COMM TIRE & SERV CTRS	5 TIRES	\$2,396.15	\$2,867.60
	7/22/2021	122	1841094917		1 TIRE	\$471.45	
178097	7/22/2021		8481079	OVIVO USA LLC	ASTD CLARIFIER PARTS	\$2,862.21	\$2,862.21
178152	7/29/2021	170	140120210713	PACIFIC GAS AND ELECTRIC	SERV TO 07/05/21 IRVINGTON PS	\$26.28	\$2,820.32
	7/29/2021	170	013720210713		SERV TO 07/06/21 BOYCE RD PS	\$2,794.04	
178117	7/29/2021		20210710	AMAZON.COM LLC	07/21 - ASTD OFFICE SUPPLIES	\$2,646.29	\$2,646.29
178148	7/29/2021		9553	NUVERA HOMES	REFUND # 39826	\$2,543.00	\$2,543.00
178058	7/22/2021		29216	AZUL WORKS	REFUND # 38792	\$2,500.00	\$2,500.00
178141	7/29/2021	110	27097	MEARS GROUP INC	REFUND # 39829	\$2,500.00	\$2,500.00
178144	7/29/2021		29253	MONARCH PLUMBING & ROOTER INC	REFUND # 39807	\$2,500.00	\$2,500.00
178173	7/29/2021		29247	WY DEVELOPER INC	REFUND # 38806	\$2,500.00	\$2,500.00

Check No.	Date 7/29/2021	Dept	Invoice No. 9944569947	Vendor GRAINGER INC	Description ASTD PARTS & MATERIALS	Invoice Amt \$1,469.02	Check Am \$2,332.50
1/8132		100		GRAINGER INC		. ,	\$2,332.50
	7/29/2021	122	9937748565		ASTD PARTS & MATERIALS	\$57.44	
	7/29/2021	122	9939875309		ASTD PARTS & MATERIALS	\$52.29	
	7/29/2021		9943758640		ASTD PARTS & MATERIALS	\$732.04	
	7/29/2021	122	9943758632		ASTD PARTS & MATERIALS	\$21.71	
178113	7/22/2021	141	2045547	WEST YOST ASSOCIATES	FM RELOCATION NEAR HICKORY STREET	\$307.00	\$2,233.25
	7/22/2021	143	2045535		GRAVITY SEWER REHAB/REPLACEMENT	\$1,926.25	
178098	7/22/2021	173	10	AYHAN OZCAN	NON-RESIDENTIAL DATABASE DATA EXTRACTION	\$2,175.00	\$2,175.00
178068	7/22/2021		125972581	COLORADO WASHINGTON INC COMCAST OF	FIBER INTERNET BACKUP - JUL 2021	\$2,010.71	\$2,010.71
178082	7/22/2021	141	DSKN443	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - JULY 2021	\$538.52	\$1,947.07
	7/22/2021	141	DSRS706		OFF-SITE STORAGE AND SERVICE - JULY 2021	\$1,408.55	
178118	7/29/2021	120	14777	AMERICAN DISCOUNT SECURITY	06/03/21 - 06/30/21 GUARD AT DISTRICT	\$1,848.00	\$1,848.00
178106	7/22/2021	110	21070101	S&S TRUCKING	GRIT HAULING 06/21 & 06/25/2021	\$1,776.26	\$1,776.26
178129	7/29/2021	143	2107091	ENVIRONMENTAL COLLABORATIVE	CHERRY ST PS - BIOLOGICAL SURVEY	\$1,700.00	\$1,700.00
178140	7/29/2021	111	61328484	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$177.16	\$1,567.80
	7/29/2021	122	61951516		ASTD PARTS & MATERIALS	\$142.12	
	7/29/2021	121	60957046		ASTD PARTS & MATERIALS	\$82.26	
	7/29/2021		61254283		ASTD PARTS & MATERIALS	\$1,040.86	
	7/29/2021	170	61266874		4 LARGE CELL BATTERY	\$125.40	

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Check No.	Date	Dept		Vendor	Description	Invoice Amt	Check Am
178081	7/22/2021		6282102	INDUSTRIAL VIDEO & CONTROL	1 GBT CAMERA	\$1,535.00	\$1,535.00
178080	7/22/2021	130	49005	HSI WORKPLACE COMPLIANCE	ONLINE SDS	\$1,500.00	\$1,500.00
178066	7/22/2021	170	21861963	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$556.26	\$1,485.18
	7/22/2021	170	21861573		PAINT & RELATED PAINT SUPPLIES	\$928.92	
178168	7/29/2021	170	409513100	TERMINIX COMMERCIAL	PEST CONTROL	\$132.00	\$1,471.00
	7/29/2021	170	409849931		PEST CONTROL	\$125.00	
	7/29/2021	170	409513101		JUNE PEST CONTROL	\$1,054.00	
	7/29/2021	170	409508657		PEST CONTROL	\$160.00	
178087	7/22/2021	170	374678	KLEEN BLAST ABRASIVES	BLASTING MATERIALS	\$921.90	\$1,292.31
	7/22/2021	170	374660		BLASTING MATERIALS	\$370.41	
178088	7/22/2021	173	22965	LOOKINGPOINT INC	ANNUAL PBX AND NETWORK SUPPORT	\$1,225.00	\$1,225.00
178093	7/22/2021	170	24116008	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$139.48	\$1,219.43
	7/22/2021		24116200		ASTD PARTS & MATERIALS	\$817.41	
	7/22/2021		24116144		ASTD PARTS & MATERIALS	\$262.54	
178158	7/29/2021	143	27837	RMC WATER AND ENVIRONMENT	FORCE MAIN CONDITION ASSESSMENT	\$1,206.50	\$1,206.50
178069	7/22/2021	170	20210628	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$1,135.60	\$1,135.60
178143	7/29/2021	114	2163344	MOBILE MODULAR MANAGEMENT CORP	ETSU TEMPORARY OFFICE SPACE	\$1,080.81	\$1,080.81

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
178077	7/22/2021	170	9932344188	GRAINGER INC	ASTD PARTS & MATERIALS	\$312.02	\$1,042.56
	7/22/2021	170	9930742862		ASTD PARTS & MATERIALS	\$435.53	
	7/22/2021	170	9929597343		ASTD PARTS & MATERIALS	\$295.01	
178071	7/22/2021		20210625	DALE HARDWARE INC	06/21 - ASTD PARTS & MATERIALS	\$1,027.34	\$1,027.34
178112	7/22/2021	121	47896	WECO INDUSTRIES LLC	CAMERA REPAIRS	\$1,011.39	\$1,011.39
178102	7/22/2021	170	463	PRIME MECHANICAL SERVICE INC	QUARTERLY MAINTENANCE - JUN 21	\$1,008.75	\$1,008.75
178091	7/22/2021	170	61031810	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$553.04	\$962.58
	7/22/2021	170	61790861		ASTD PARTS & MATERIALS	\$129.29	
	7/22/2021		61418025		ASTD PARTS & MATERIALS	\$69.45	
	7/22/2021		61642843		ASTD PARTS & MATERIALS	\$210.80	
178096	7/22/2021	122	224559	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$921.83	\$921.83
178163	7/29/2021	110	21070705	S&S TRUCKING	GRIT HAULING 07/01/2021	\$893.36	\$893.36
178070	7/22/2021	120	20210712	CWEA	5 CERT & 2 MEMBERSHIP RENEWALS - CS 6 EMPLOYEES	\$874.00	\$874.00
178103	7/22/2021	123	119589	R&B COMPANY	ASTD PARTS & MATERIALS	\$865.93	\$865.93
178104	7/22/2021		29283	RESCUE ROOTER	REFUND # 38801	\$850.00	\$850.00
178156	7/29/2021	120	01G0036018380	NESTLE WATERS NO. AMERICA READYREFR	WATER SERVICE 06/07/21 - 07/06/21	\$763.46	\$763.46
178065	7/22/2021	173	4036652397	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$418.09	\$732.49
	7/22/2021		4036653319		MTHLY MAINTENANCE BASED ON USE	\$314.40	

Check No. 178165	Date 7/29/2021	Dept	Invoice No. 733236021103	Vendor STAPLES CONTRACT & COMMERCIAL	Description JANITORIAL & BREAKROOM SUPPLIES	Invoice Amt \$114.12	Check Am \$722.36
	7/29/2021		733191795501		JANITORIAL & BREAKROOM SUPPLIES	\$50.84	
	7/29/2021		733268066601		JANITORIAL & BREAKROOM SUPPLIES	\$26.27	
	7/29/2021		733236021101		JANITORIAL & BREAKROOM SUPPLIES	\$531.13	
178159	7/29/2021	170	265458	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$697.04	\$697.04
178060	7/22/2021	111	16207743	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$198.64	\$682.86
	7/22/2021	120	16236970		ASTD OFFICE SUPPLIES	\$12.35	
	7/22/2021	114	16238070		1 TONER	\$471.87	
178057	7/22/2021	173	516491	AVERTIUM LLC	VULNERABILITY SCAN SUBSCRIPTION - JUN 2021	\$645.00	\$645.00
178056	7/22/2021		1102564430	ARAMARK	UNIFORM LAUNDERING SERVICE	\$343.31	\$611.82
	7/22/2021		1102564419		UNIFORM LAUNDERING & RUGS	\$268.51	
178092	7/22/2021	170	210758	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE - JULY 2021	\$599.08	\$599.08
178079	7/22/2021		604374117	HILLYARD/SAN FRANCISCO	ASST JANITORIAL SUPPLIES	\$597.80	\$597.80
178074	7/22/2021	143	263443	ENGEO INCORPORATED	ALAMEDA CREEK-FORCEMAIN CROSSING GEOTECH	\$576.00	\$576.00
178135	7/29/2021	170	587598	INSTRUMART	1 PH PROBE	\$575.90	\$575.90
178120	7/29/2021	170	463949	AUTO BODY TOOLMART	ASTD PARTS & MATERIALS	\$87.80	\$562.93
	7/29/2021	172	466725		ASTD PARTS & MATERIALS	\$475.13	
178115	7/29/2021	170	9115075827	AIRGAS NCN	2 CY ARGON	\$513.28	\$513.28
178121	7/29/2021		29257	AVALON ROOTER	REFUND # 39808	\$500.00	\$500.00

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Check No.	Date 7/29/2021	Dept	Invoice No.	Vendor XIAO JUN LI	Description REFUND # 39817	Invoice Amt \$500.00	Check Am \$500.00
178139	7729/2021		13765	XIAO JUN LI	REFUND # 39617	\$500.00	\$500.00
178162	7/29/2021		29246	ROTO-ROOTER SERVICES	REFUND # 39806	\$500.00	\$500.00
178166	7/29/2021		733163790501	STAPLES CONTRACT & COMMERCIAL	JANITORIAL & BREAKROOM SUPPLIES	\$452.15	\$452.15
178119	7/29/2021	122	1102567903	ARAMARK	ASTD DUST MOPS, WET MOPS & TERRY	\$47.32	\$446.74
	7/29/2021		1102567946		UNIFORM LAUNDERING SERVICE	\$349.31	
	7/29/2021		1110090237		CREDIT: UNIFORM LAUNDERING SERVICE	\$-209.65	
	7/29/2021		1102567930		UNIFORM LAUNDERING & RUGS	\$259.76	
178154	7/29/2021	122	494	PRIME MECHANICAL SERVICE INC	SERVICE CALL	\$445.00	\$445.00
178075	7/22/2021	170	904974331	EVOQUA WATER TECHNOLOGIES	DI WATER SYSTEM	\$404.50	\$404.50
178083	7/22/2021	132	7774088	JACKSON LEWIS PC	GENERAL LEGAL - APR 2021	\$380.00	\$380.00
178136	7/29/2021	173	202371286	IRON MOUNTAIN	SITE STORAGE AND SERVICE - JUN 2021	\$338.69	\$338.69
178149	7/29/2021	132	2101935	OPTIMUM TECHNOLOGIES LLC	AT HOME EMPLOYEE PORTAL	\$295.00	\$295.00
178128	7/29/2021	170	181414	CORE & MAIN LP	ASTD PARTS & MATERIALS	\$274.35	\$274.35
178090	7/22/2021	113	2016C14	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$144.00	\$266.00
	7/22/2021	113	2106E11		LAB SAMPLE ANALYSIS	\$72.00	
	7/22/2021	113	2106E10		LAB SAMPLE ANALYSIS	\$50.00	
178067	7/22/2021		322477	CENTERVILLE LOCKSMITH	ASTD KEYS & TAGS	\$242.01	\$242.01

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
178123	7/29/2021	120	16259740	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$176.03	\$228.48
	7/29/2021	130	16248940		ASTD OFFICE SUPPLIES	\$26.13	
	7/29/2021	130	16236971		ASTD OFFICE SUPPLIES	\$26.32	
178160	7/29/2021	120	20210722	JOSE RODRIGUES JR	EXP REIMB: CS TEAM RECOGNITION	\$222.45	\$222.45
178145	7/29/2021	170	224800	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$202.56	\$202.56
178130	7/29/2021	120	24890	FREMONT RECYCLING & TRANSFER	1.77 CLEAN WOOD	\$186.41	\$186.41
178107	7/22/2021	141	20210630	SPOK INC	JULY 2021 PAGER SERVICE	\$173.38	\$173.38
178089	7/22/2021	170	771012226	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - JUN 2021	\$149.02	\$149.02
178169	7/29/2021	122	143961	TRI-SIGNAL INTEGRATION INC	FIRE PROTECTION SERVICE - MONTHLY CHARGE MONITORING AGREE	\$133.33	\$133.33
178094	7/22/2021		105657	MUNIQUIP, LLC	ASTD PUMP PARTS	\$112.10	\$112.10
178157	7/29/2021		113461	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE AUG 2021	\$112.00	\$112.00
178147	7/29/2021	120	20210726	SHAWN NESGIS	EXP REIMB: CS SAFETY AWARDS	\$107.97	\$107.97
178131	7/29/2021	111	20210726	MICHAEL FULKERSON	EXP REIMB: INSOLES	\$49.56	\$98.73
	7/29/2021	110	20210727		EXP REIMB: TPO GROUP RECOGNITION	\$49.17	
178133	7/29/2021	110	2183230	HAYWARD WATER SYSTEM	WATER SERV 05/11/21 - 07/12/21	\$72.86	\$72.86
178171	7/29/2021	113	8805290456	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$72.22	\$72.22
178064	7/22/2021	132	520663	STATE OF CALIFORNIA	2 NEW HIRE FINGERPRINTS	\$64.00	\$64.00
178108	7/22/2021	132	20210716	NEGIN TOOTIAN	REIMB LIVESCAN PRE-EMPLOYMENT	\$38.00	\$38.00
178161	7/29/2021	122	20210726	JESSICA RODRIGUEZ	EXP REIMB: CS TEAM RECOGNITION	\$31.98	\$31.98

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
178111	7/22/2021		9883050052	VERIZON WIRELESS	WIRELESS SERV 06/02/21-07/01/21	\$21.16	\$21.16
Invoices:					Checks:		
Credit I	Memos :		1	-209.65			
\$0 - \$1,	000 :		116	39,801.02	\$0 - \$1,000 :	49	20,718.81
\$1,000	- \$10,000 :		57	205,513.26	\$1,000 - \$10,000 :	45	124,112.71
\$10,000	- \$100,000 :		21	677,737.07	\$10,000 - \$100,000 :	18	653,572.70
Over \$1	100,000 :		10	3,886,744.02	Over \$100,000 :	7	4,011,181.50
Total:			205	4,809,585.72	Total:	119	4,809,585.72