



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

**Monday, February 27, 2023
Regular Meeting - 4:00 P.M.**

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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

CORONAVIRUS (COVID-19) ADVISORY NOTICE

This meeting will be held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting will not be physically open to the public and Board Members will be teleconferencing into the meeting. **To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by following the steps listed below, and may provide public comment by sending comments to the Board Clerk by email at assistanttogm@unionsanitary.ca.gov before or during the meeting or via voicemail by calling 510-477-7599 before 3:00 p.m. on the date of the meeting.** Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Board President's discretion. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received after the agenda item is heard but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

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

To listen to this Regular Board Meeting:

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

Meeting ID: 840 8639 8855 #

Participant ID: #

Click the Zoom link below to watch and listen:

<https://us02web.zoom.us/j/84086398855>

1. Call to Order.

2. ~~Salute to the Flag.~~ (This item has been suspended until in-person meetings resume.)

3. Roll Call.

- Motion 4. Approve Minutes of the Union Sanitary District Special Board Meeting of February 6, 2023.

- Motion 5. Approve Minutes of the Union Sanitary District Board Meeting of February 13, 2023.

- Information 6. January 2023 Monthly Operations Report *(to be reviewed by the Budget & Finance and Legal/Community Affairs Committees)*.

7. Written Communications.

8. 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 9. Consider a Resolution to Terminate the Emergency Action to Repair Two Sewer Lines in the City of Fremont Damaged by Fiber Optic Line Installation *(to be reviewed by the Engineering and Information Technology Committee)*.

- Motion 10. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Brown and Caldwell for the Digester Efficiency Evaluation *(to be reviewed by the Engineering and Information Technology Committee)*.

- Motion 11. Authorize the General Manager to Execute the Fourth Amendment to the Temporary Sewer Siphon Connection Agreement with Lennar Homes of California for the Gateway Station West, Bridgeway Development in the City of Newark *(to be reviewed by the Legal/Community Affairs Committee)*.

- Information 12. COVID-19 and AB 361 Update.

- Information 13. Check Register.

- Information 14. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
 - a. Budget & Finance Committee – Wednesday, February 22, 2023, at 9:00 a.m.
 - Director Kite and Director Toy
 - b. Engineering and Information Technology Committee – Thursday, February 23, 2023, at 2:30 p.m.
 - Director Handley and Director Lathi
 - c. Legal/Community Affairs Committee – Friday, February 24, 2023, at 10:30 a.m.
 - Director Kite and Director Lathi
 - d. Investment & Portfolio Committee – will not meet.
 - e. Legislative Committee – will not meet.
 - f. Personnel Committee – will not meet.

- Information 15. General Manager’s Report. *(Information on recent issues of interest to the Board)*.

16. 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.
-

17. Adjournment – The Board will adjourn to the next Regular Board Meeting to be held in the Boardroom on Monday, March 13, 2023, at 4:00 p.m.
-

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



USD TREAT
PROTECT
PRESERVE
est.1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

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

AGENDA
Wednesday, February 22, 2023
9:00 A.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

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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 February 27, 2023:

- January 2023 Monthly Operations Report – Financial Reports
-

5. Adjournment

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

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



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

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

AGENDA
Thursday, February 23, 2023
2:30 P.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

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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 February 27, 2023:

- Consider a Resolution to Terminate the Emergency Action to Repair Two Sewer Lines in the City of Fremont Damaged by Fiber Optic Line Installation
 - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Brown and Caldwell for the Digester Efficiency Evaluation
 - ~~Award the Construction Contract for the Plant Miscellaneous Improvements Project to W.M. Lyles Co.~~
-

5. Adjournment

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

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



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING

Committee Members: Director Kite and Director Lathi

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

AGENDA

Friday, February 24, 2023

10:30 A.M.

Karen W. Murphy
Attorney

Alvarado Conference Room

5072 Benson Road

Union City, CA 94587

This meeting will be held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call. To maximize public safety while still maintaining public access, members of the public can observe the meeting by calling 510-477-6190 to listen to the committee meeting, and may provide public comment by sending comments to the Board Clerk by email anytime during the meeting at assistanttoggm@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 February 27, 2023:

- January 2023 Monthly Operations Report – Odor and Work Group Reports
 - Authorize the General Manager to Execute the Fourth 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 SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
February 6, 2023**

This meeting was held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting was not physically open to the public and all Board Members teleconferenced into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public were able to observe the Board Meeting and provide public comment by sending comments to the Board Clerk.

CALL TO ORDER

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

ROLL CALL

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

STAFF: Paul Eldredge, General Manager/District Engineer
Alisa Gordon, Human Resources Manager

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

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

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: General Manager Paul R. Eldredge
Unrepresented employee: Unrepresented employees, as listed on the Unclassified Employees Salary Schedule, Effective September 1, 2022

There was no reportable action.

ADJOURNMENT:

The special meeting was adjourned at approximately 4:55 p.m. to the next Regular Board Meeting to be held virtually Monday, February 13, 2023, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

JENNIFER TOY
SECRETARY

APPROVED:

ANJALI LATHI
PRESIDENT

Adopted this 27th day of February, 2023

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING
AUTHORITY
February 13, 2023**

This meeting was held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting was not physically open to the public and all Board Members teleconferenced into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public were able to observe the Board Meeting and provide public comment by sending comments to the Board Clerk.

CALL TO ORDER

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

SALUTE TO THE FLAG

ROLL CALL

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

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Mark Carlson, Business Services Manager/CFO
Armando Lopez, Treatment and Disposal Services Manager
Jose Rodrigues, Collection Services Manager
Raymond Chau, Technical Services Manager
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Chris Pachmayer, Fabrication, Maintenance, and Construction Team Coach
Curtis Bosick, Capital Improvements Projects Team Coach
Alisa Gordon, Human Resources Manager
Marcus Lee, Treatment and Disposal Services Coach
Trieu Nguyen, IT Administrator
Michelle Powell, Communications and Intergovernmental Relations Coordinator
May Bautista, Administrative Specialist
Sharon Anderson, Administrative Specialist

VISITORS: Monique Spyke, PFM Managing Director

APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF JANUARY 23, 2023

It was moved by Vice President Fernandez, seconded by Director Kite, to Approve the Minutes of the Board Meeting of January 23, 2023. Motion carried with the following vote:

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

FISCAL YEAR 2023 SECOND QUARTER MANAGED INVESTMENT AND PORTFOLIO REPORT FROM PFM

This item was reviewed by the Investment/Portfolio Ad Hoc Committee. PFM Managing Director Spyke provided an overview of the FY 23 Second Quarter Managed Investment Portfolio Report included in the Board meeting packet.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

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

This item was reviewed by the Budget and Finance Committee. Business Services Manager/CFO Carlson stated minor administrative updates and language clarifications had been incorporated into the Policy. Staff recommended the Board review and consider approval of proposed changes to Policy No. 2060, Debt Management Policy.

It was moved by Secretary Toy, seconded by Vice President Fernandez, to Approve Policy No. 2060, Debt Management Policy. Motion carried with the following vote:

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

REVIEW AND CONSIDER APPROVAL OF SIDE LETTER AGREEMENT BETWEEN SEIU LOCAL 1021 AND THE DISTRICT REGARDING MODIFYING SECTIONS IN THE MOU TO INCLUDE CLASSIFIED LIMITED DURATION EMPLOYEES

This item was reviewed by the Personnel Committee. Human Resources Manager Gordon stated a desk item had been distributed to correct some misspellings within the side letter included in the Board meeting packet. Human Resources Manager Gordon further stated the District and SEIU negotiated a side letter to define "Limited Duration" as positions having a duration of seven to ten years. The Limited Duration position status

was created as a new employment designation that may be applied to both classified and unclassified job classifications. The provisions of the side letter to include the Limited Duration designation were voted on and accepted by members of SEIU Local 1021. Staff recommended the Board review and consider approval of changes to the Side Letter Agreement between SEIU Local 1021 and the District modifying sections in the MOU to include Classified Limited Duration Employees.

It was moved by Director Kite, seconded by Vice President Fernandez, to Approve the Side Letter Agreement Between SEIU Local 1021 and the District Regarding Modifying Sections in the MOU to Include Classified Limited Duration Employees.

Motion carried with the following vote:

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

AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH PG&E TO RELOCATE THE EXISTING PRIMARY ELECTRICAL SERVICE FOR THE ALVARADO WASTEWATER TREATMENT PLANT SITE

This item was reviewed by the Engineering and Information Technology Committee. Enhanced Treatment and Site Upgrade Program Manager Pipkin stated the Enhanced Treatment and Site Upgrade (ETSU) Phase 1A Aeration Basin Modifications Project will include construction of a new 12kV switchgear. The switchgear will be the new point of electrical service connection with PG&E for the entire treatment plant site. The ETSU Phase 1A Aeration Basin contractor will provide, install, and test the new switchgear as well as make all electrical connections to the treatment plant. PG&E will install the new meter, power pole, and cabling required to connect the new switchgear to the PG&E system as well as removal of existing power poles and cabling. Staff recommended the Board authorize the General Manager to execute an agreement with PG&E to relocate the existing primary electrical service for the Alvarado Wastewater Treatment Plant Site.

It was moved by Director Handley, seconded by Director Kite to Authorize the General Manager to Execute an Agreement with PG&E to Relocate the Existing Primary Electrical Service for the Alvarado Wastewater Treatment Plant Site. Motion carried with the following vote:

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

AUTHORIZE STAFF TO PROCEED WITH A LONG BLOCK EXCHANGE FOR COGENERATION ENGINE NO. 2

This item was reviewed by the Engineering and Information Technology Committee. General Manager Eldredge summarized the background for this item. Electrical and Technology Coach Pachmayer stated the District's Jenbacher cogeneration engines

require an engine block replacement every 60,000 hours of operation as part of routine maintenance. Cogeneration engine No. 2's engine block will soon reach the end of its useful life and will be due for replacement. Staff estimates the lead time to procure a replacement engine block to be eight to ten months. The costs associated with the engine block exchange were outlined in the Board meeting packet, with a total cost of \$511,271.94. Staff recommended the Board authorize staff to proceed with a long block exchange for Cogeneration Engine No. 2.

It was moved by Director Kite, seconded by Secretary Toy to Authorize Staff to Proceed with a Long Block Exchange For Cogeneration Engine No. 2. Motion carried with the following vote:

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

CONSIDER CONFIRMING AND DECLARING THE NEED TO CONTINUE THE EMERGENCY ACTION TO REPAIR TWO SEWER LINES IN THE CITY OF FREMONT DAMAGED BY FIBER OPTIC LINE INSTALLATION

This item was reviewed by the Engineering and Information Technology Committee. Collection Services Manager Rodrigues stated that on September 12, 2022, the Board adopted Resolution No. 2982 declaring an emergency and authorizing the expenditure of funds to allow staff to proceed with the expeditious repair of two sewer lines in the City of Fremont. Pursuant to Public Contract Code section 22050, the Board is required to review the status of emergency action at each subsequent meeting until the emergency action is terminated and authorize continuation of the emergency action. Staff recommended the Board receive an update on repairs and adopt a motion finding that there is a need to continue the action and confirming and declaring the continuance of the emergency.

It was moved by Vice President Fernandez, seconded by Director Handley to Adopt a Motion Finding That There is a Need to Continue the Action and Confirming and Declaring the Continuance of the Emergency. Motion carried with the following vote:

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

COVID-19 AND AB 361 UPDATE AND CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE USE OF TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB 361

General Manager Eldredge and District Counsel Murphy provided an update regarding COVID-19 impacts on District operations and coordination efforts. AB 361 requires public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or

that officials continue to impose or recommend measures to promote social distancing. The District is continuing to hold teleconferenced meetings as allowed under AB 361 due to the ongoing public health threat of COVID-19. The proposed resolution includes findings required by AB 361 to allow the District to hold teleconferenced meetings. Staff provided an update on the status of the COVID-19 Emergency Order. General Manager Eldredge stated the new Cal-OSHA regulations discontinued the requirement to perform daily health screenings. Staff recommended the Board adopt a resolution authorizing the use of teleconference meetings in compliance with AB 361.

It was moved by Secretary Toy, seconded by Director Handley to Adopt Resolution No. 2994 Authorizing the Use of Teleconference Meetings in Compliance with AB 361. Motion carried with the following vote:

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

INFORMATION ITEMS:

Update on the Subsurface Investigation at the Alvarado Wastewater Treatment Plant

This item was reviewed by the Engineering and Information Committee. Capital Improvements Projects Coach Bosick stated Alameda County Water District is responsible for regulating the groundwater supply within Union Sanitary District's service area. The purpose of the Plant's groundwater monitoring program is to document groundwater conditions in areas of concern at seven monitoring wells. In September 2022, Brown and Caldwell sampled the groundwater from the seven wells, analyzed the test results, and prepared a report. Conclusions from the 2022 groundwater monitoring event were outlined in the Board meeting packet.

Solar and Cogeneration Facilities Operational Update

This item was reviewed by the Budget & Finance Committee. Capital Improvements Projects Coach Bosick stated the total benefit through December 31, 2022, for the Alvarado Wastewater Treatment Plant Solar Carport, constructed in 2011, was \$738,152 for an 82.9% simple payback. The total benefit to date for the Irvington Pump Station Solar Facility, constructed in 2012, was \$3,720,452 for a 129.8% simple payback. The total benefit to date for the Cogeneration Facility, constructed in 2014, was \$12,198,222 for an 82.8% simple payback.

Report on the East Bay Discharger's Authority Meeting of January 19, 2023

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

Check Register

There were no questions regarding the check register.

COMMITTEE MEETING REPORTS:

The Budget & Finance, Engineering and Information Technology, and Personnel Committees met. The Investment/Portfolio Ad Hoc meeting was cancelled and individual briefings were conducted with Board members.

GENERAL MANAGER'S REPORT:

- General Manager Eldredge provided an update on the ETSU Campus solar project and stated staff were researching the impact of Buy American requirements. Staff anticipates the Department of Energy, grant administrator for the program, will release further guidance in March 2023. Details will be shared with the Board as they become available.
- The District received late notice from the California Special Districts Association regarding an opportunity to meet with Assemblymember Lee's office. Enhanced Treatment and Site Upgrade (ETSU) Program Manager Pipkin presented to Assemblymember Lee's staff on behalf of the District outlining the ETSU program and the need for SRF funding. Assemblymember Lee was not able to attend the meeting.
- The Alameda County chapter of the California Special District's Association will hold its annual dinner on Monday, March 20, 2023, at the Redwood Canyon Golf Course in Castro Valley. Staff will share additional details with the Board via email.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 4:45 p.m. in memory of Alameda County Supervisor Richard Valle. The next Regular Board Meeting will be held virtually on Monday, February 27, 2023, at 4:00 p.m.

SUBMITTED:

ATTEST:

SHARON ANDERSON
ADMINISTRATIVE SPECIALIST

JENNIFER TOY
SECRETARY

APPROVED:

ANJALI LATHI
PRESIDENT

Adopted this 27th day of February 2023



Union Sanitary District

Monthly Operations Report January 2023



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2023 MONTHLY OPERATIONS REPORT

The January 2023 Monthly Operations Reports highlights the District's performance in the following areas:

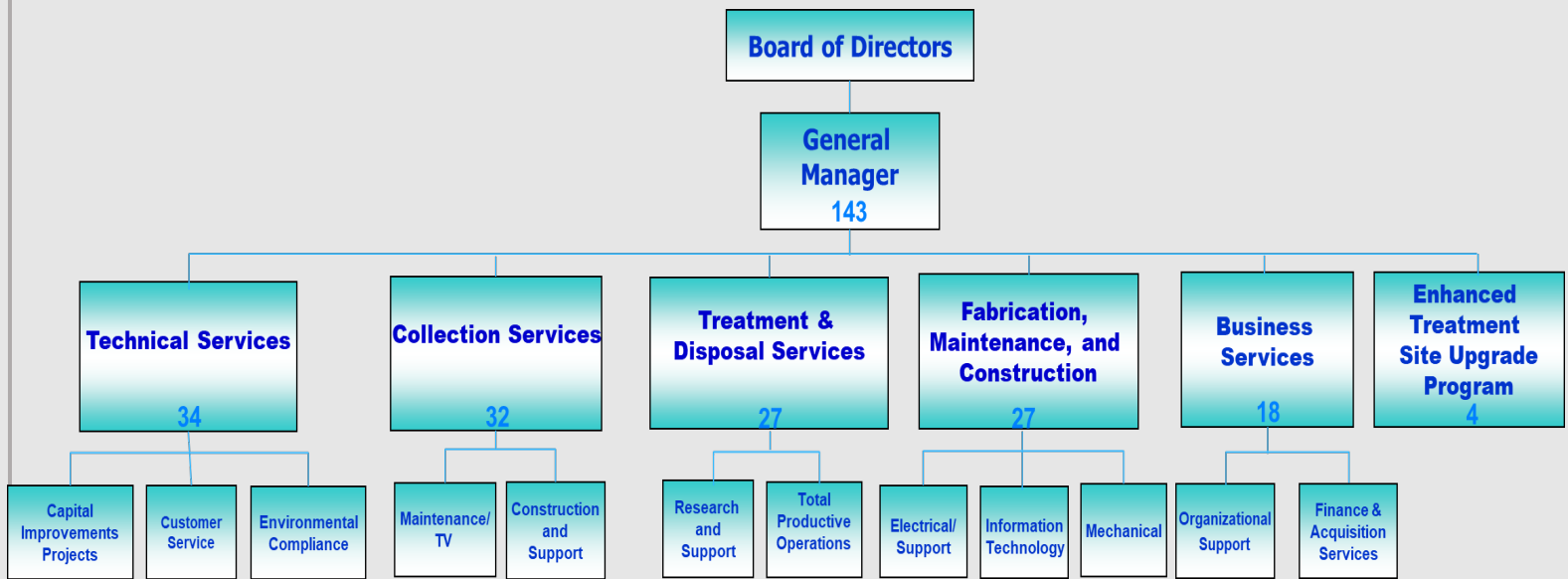
- **Organizational Overview**
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 - Service Request and Response
 - Communication and Outreach
- **Plant Operations**
- **Maintenance Report**
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- **Capital Improvement Projects (CIP) Report**
 - Current Construction Projects
 - Studies and Designs
- **Permitting and Inspections**
- **Staffing and Personnel**



Organizational Overview

2023 MONTHLY OPERATIONS REPORT

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



Executive Team

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



Financial Report

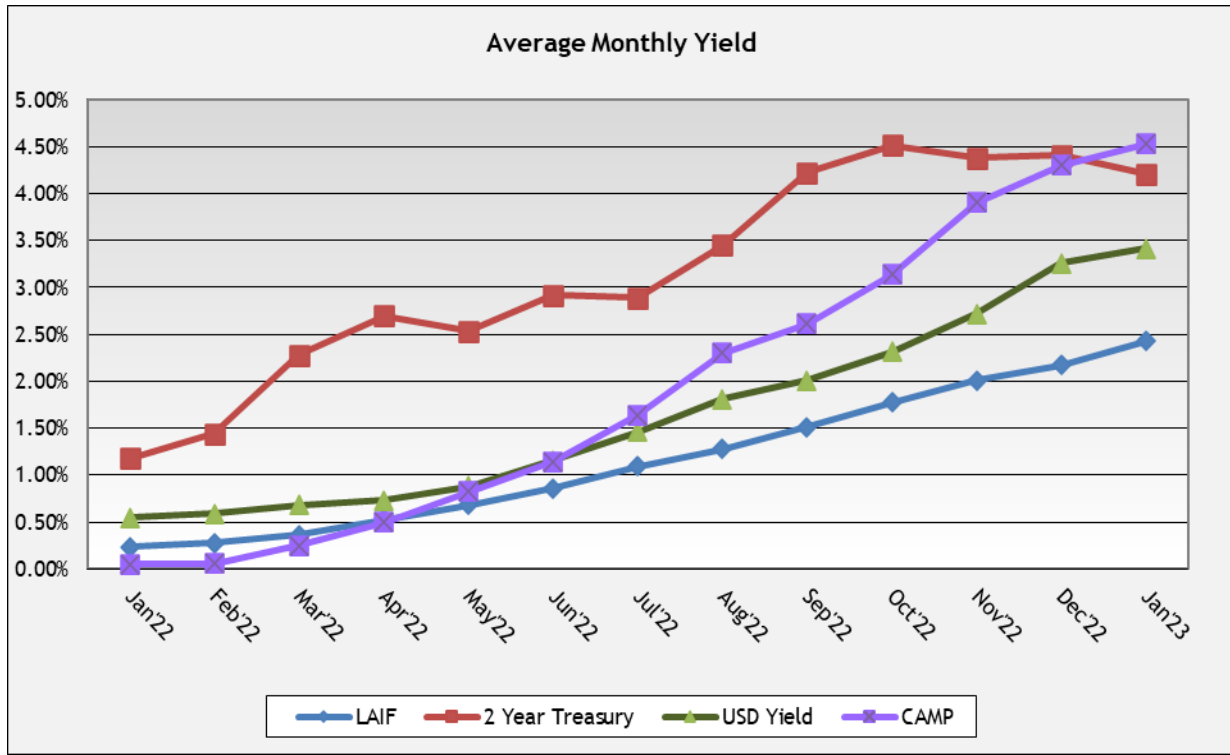
2023 MONTHLY OPERATIONS REPORT

Total Revenues and Expenditures

FY 2023	Year-to-date as of 1/31/23		58% of year elapsed	Audited Last Year Actuals 6/30/22
Revenues				
	Budget	Actual	% of Budget Rec'd	
Capacity Fees	\$ 7,467,000	\$ 3,292,047	44%	\$ 11,145,152
Sewer Service Charges	76,965,000	39,803,361	52%	73,822,317
Operating (Includes work groups and fund 85)	1,234,500	829,038	67%	1,307,546
Interest	1,385,000	2,506,041	181%	1,122,856
Misc. (Annex fees, forfeited deposits)	-	610,439	0%	1,607,370
Subtotal Revenues	\$ 87,051,500	\$ 47,040,925	54%	\$ 89,005,242
Bond Proceeds	-	-	0.0%	110,317,768
Total Revenues + Bond Proceeds	\$ 87,051,500	\$ 47,040,925	54%	\$ 199,323,010
Expenses				
	Budget	Actual	% of Budget Used	Audited Last Year Actuals 6/30/22
Capital Improvement Program:				
Capacity Proj.	\$ 15,624,000	\$ 3,006,803	19%	\$ 11,721,479
Renewal & Repl. Proj.	53,206,200	18,248,223	34%	14,840,229
Operating (includes fund 85)	50,509,850	26,403,282	52%	41,198,447
Special Projects	3,238,000	472,121	15%	1,002,174
Retiree Medical (ADC)	1,400,000	1,175,807	84%	- 27,870
115 Pension Trust	3,000,000	-	0%	3,000,000
Vehicle & Equipment	171,000	160,684	94%	-
Information Systems	1,207,500	166,443	14%	356,115
Plant & Pump Stat. R&R	400,000	68,001	17%	327,272
Emerg. Fund	-	-	0%	-
Cty Fee for SSC Admin.	113,000	56,256	50%	111,726
Debt Servicing:				
SRF Loans	-	-	0%	7,982
Bonds	9,017,480	7,152,169	79%	7,478,302
WIFIA	-	17,000	0%	363,040
Total Expenses	\$ 137,887,030	\$ 56,926,788	41%	\$ 80,378,897
Total Revenue & Proceeds less Expenses	\$ (50,835,530)	\$ (9,885,863)		118,944,113

Investment Portfolio

Performance Measures for the USD Investment Portfolio



	Sep'22	Oct'22	Nov'22	Dec'22	Jan'23
LAIF	1.51%	1.77%	2.01%	2.17%	2.43%
2 Year Treasury	4.22%	4.51%	4.38%	4.41%	4.21%
USD Yield	2.01%	2.32%	2.72%	3.26%	3.42%
CAMP	2.61%	3.14%	3.90%	4.30%	4.53%

LAIF: Local Agency Investment Fund Yield

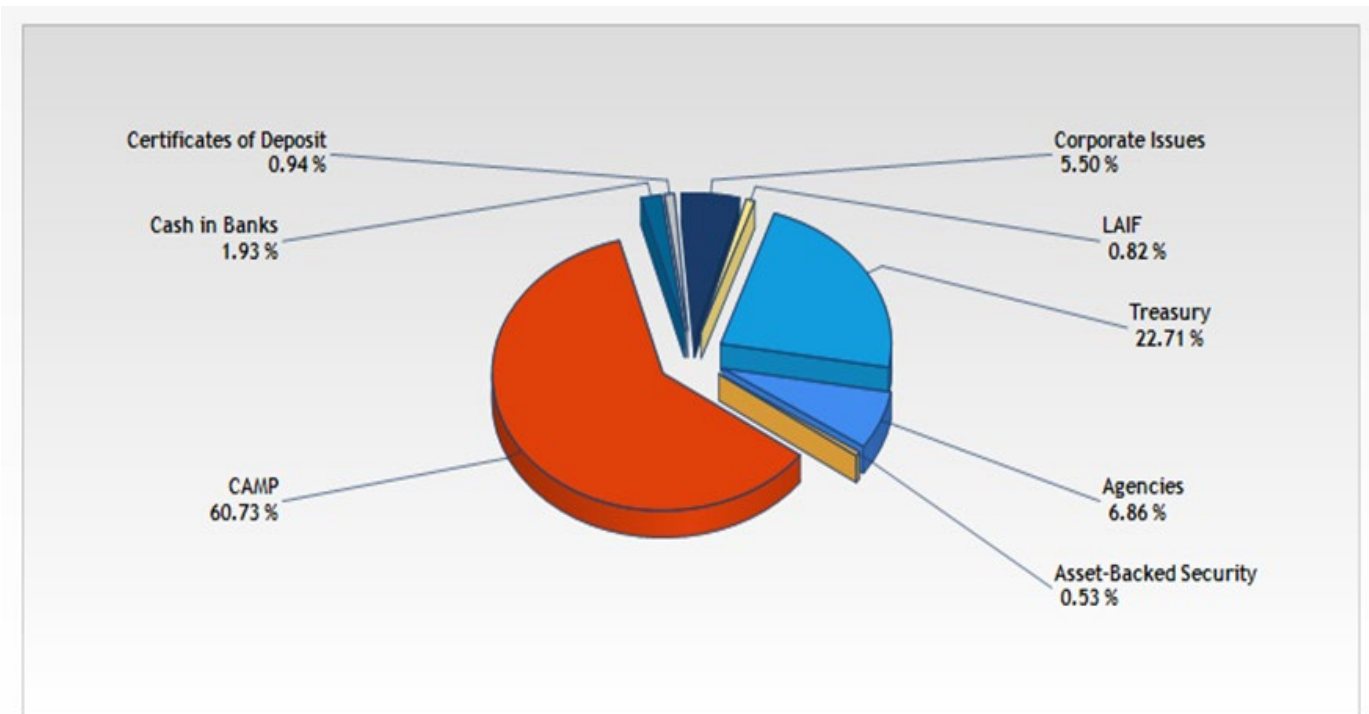
2 Year Treasury: Yield for investing in 2-Year U.S. Treasury security

USD Yield: Summarizes USD portfolio's yield

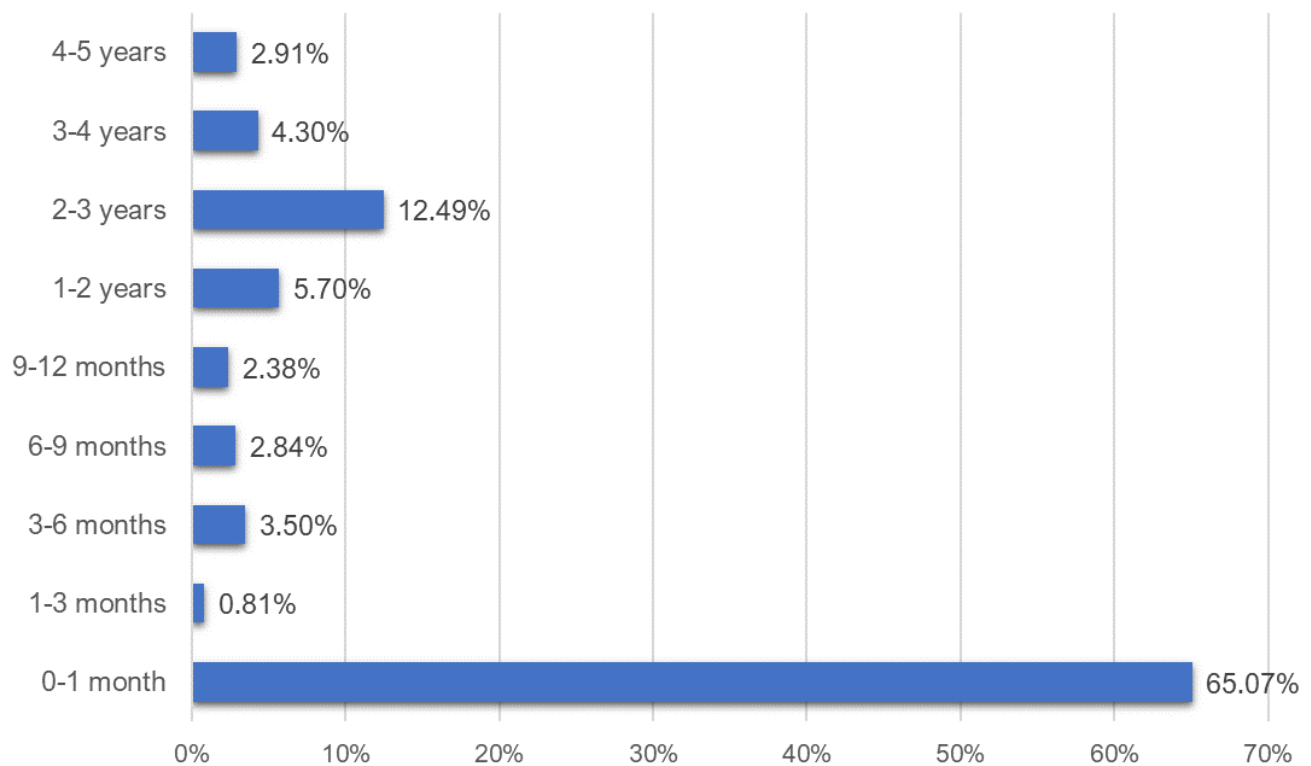
CAMP: California Asset Management Program Yield

Portfolio Holdings by Asset Class and by Maturity Range

Portfolio Holdings Distribution by Asset Class



Portfolio Holdings Distribution by Maturity Range



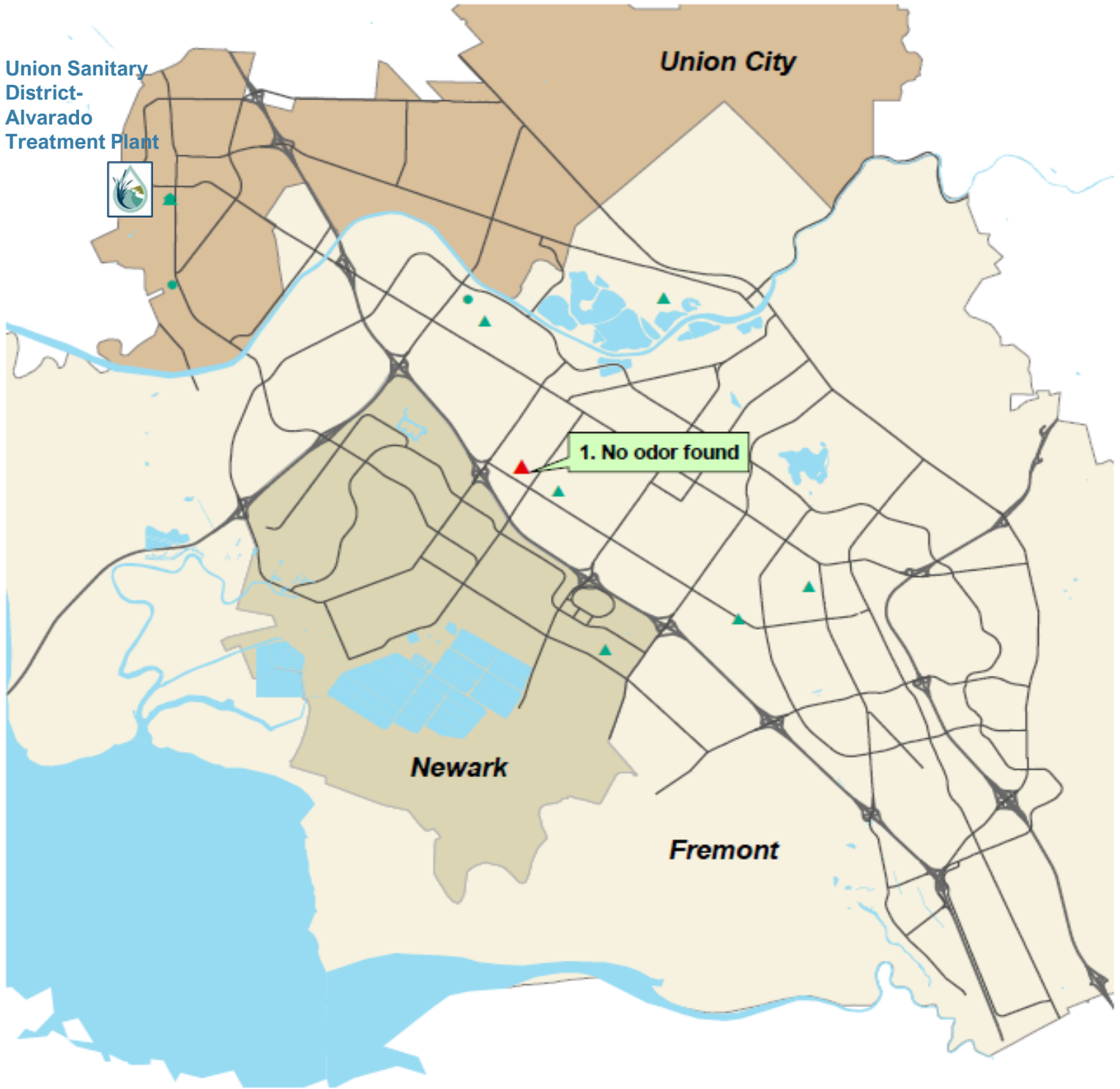
Union Sanitary District Odor Map and Report

During the recording period between January 1, 2023, through January 31, 2023, there was 1 odor related service request(s) received by the District.

City	Fremont		
District Related:	No	Date/Time:	1/24/2023 11:00AM
Location:	Southwood Drive	Reported by:	Jaya
Weather/Temp:	Sunny / 65°F	Wind:	North East / 9 mph

Response and Follow-up: A trouble call inspector responded to the residence where a sewer-like odor was reported coming from the backyard. No odor was detected upon arrival. The inspector checked the upstream and downstream manholes and flow appeared to be normal. The inspector also checked the nearby storm drain inlets and there were no signs of blockages or standing water. Although, there was no smell detected while the inspector was on-site, in the backyard area of the home, there were observed animal droppings from different sized animals. No other odor causing conditions or unsanitary conditions were observed.

Union Sanitary District Odor Map and Report



Union Sanitary District-Alvarado Treatment Plant



Union City

Newark

Fremont

1. No odor found

Legend

Odor Complaints: January 2023

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

Odor Complaints: Feb. to Dec. 2022

- ★ Odor found, USD resolved (1)
- Odor found, not related to USD (7)
- ▲ No odor found (17)

Location of Odor Reports February 2022 to January 2023





Customer Relations

2023 MONTHLY OPERATIONS REPORT

Customer Service Response

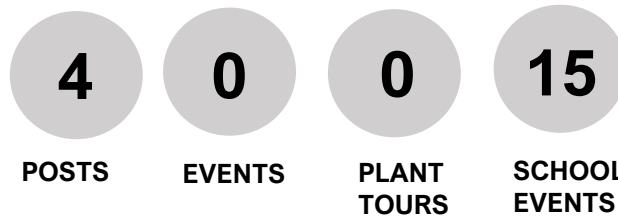
Front Desk Trouble Calls

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

Total Calls	Fremont	Newark	Union City	Total
Jan-23	15	3	2	20
Dec-22	10	1	0	11
Nov-22	12	5	3	20
Oct-22	9	0	1	10
Sep-22	6	0	1	7
Aug-22	14	1	2	17
6 Month Total				85
Jan-22	8	5	3	16

Communication and Outreach

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



Social Media Posts:

- Wipes Clog Pipes
- Three P's
- MLK Holiday Closure
- Coffee Grounds

Events:

- None

Other Activities:

- GM presentation to Newark Optimist Club



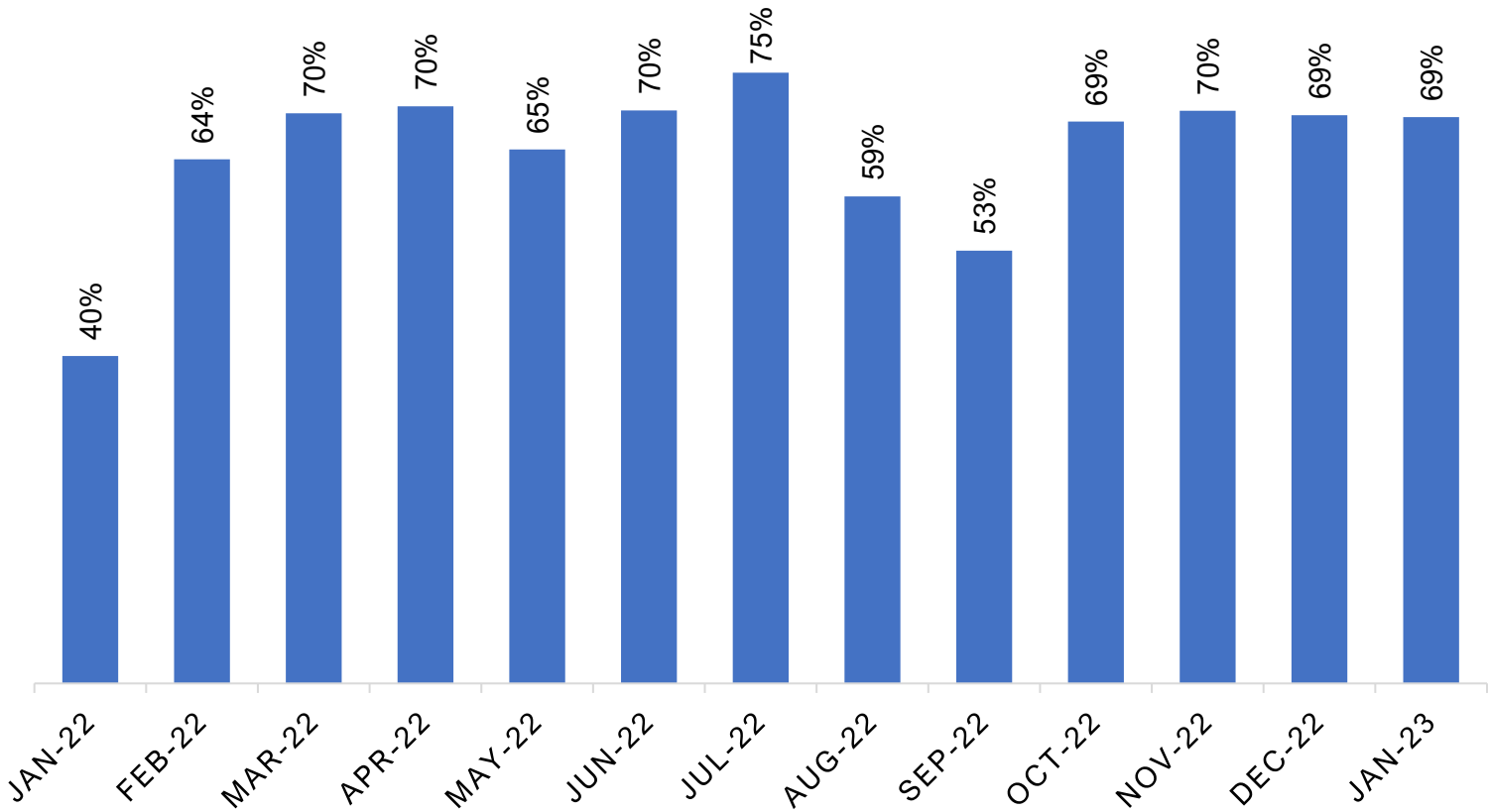
Plant Operations

2023 MONTHLY OPERATIONS REPORT

Cogeneration Engines at USD's Wastewater Treatment Plant

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

Cogen Power Produced (% of total Plant load)



Mechanics working on the cogeneration engine



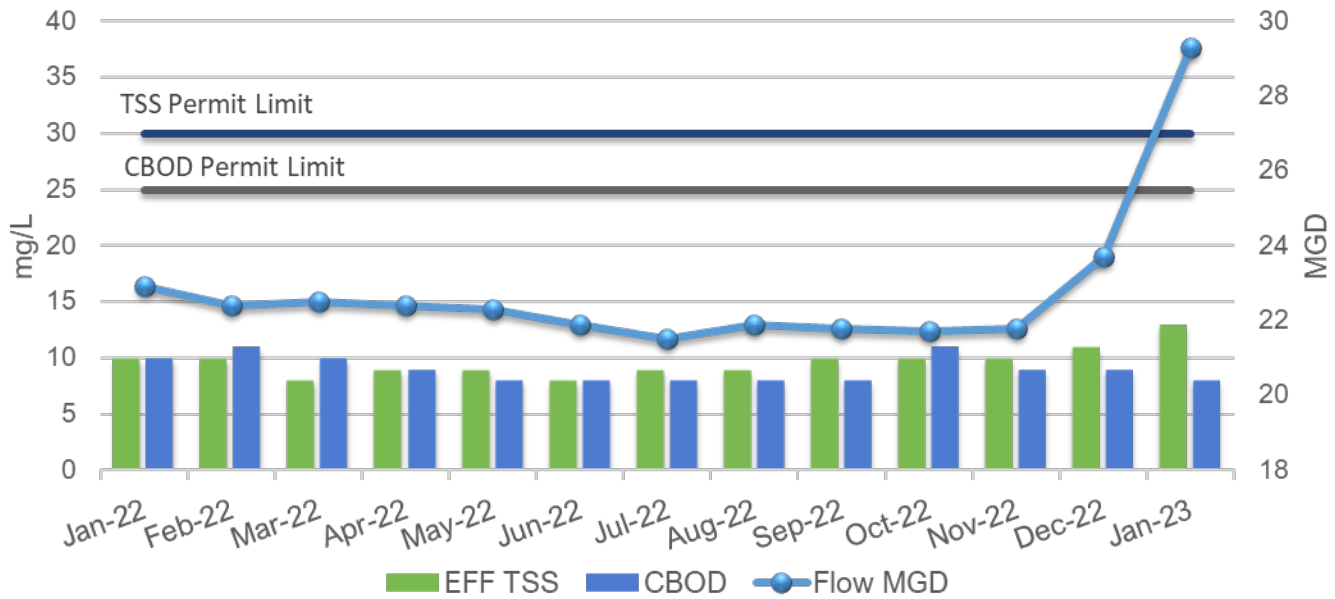
Plant Operations

2023 MONTHLY OPERATIONS REPORT

Lab Monitoring Results

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

Lab Results and Effluent Flow



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

USD's Final Effluent Monthly Monitoring Results

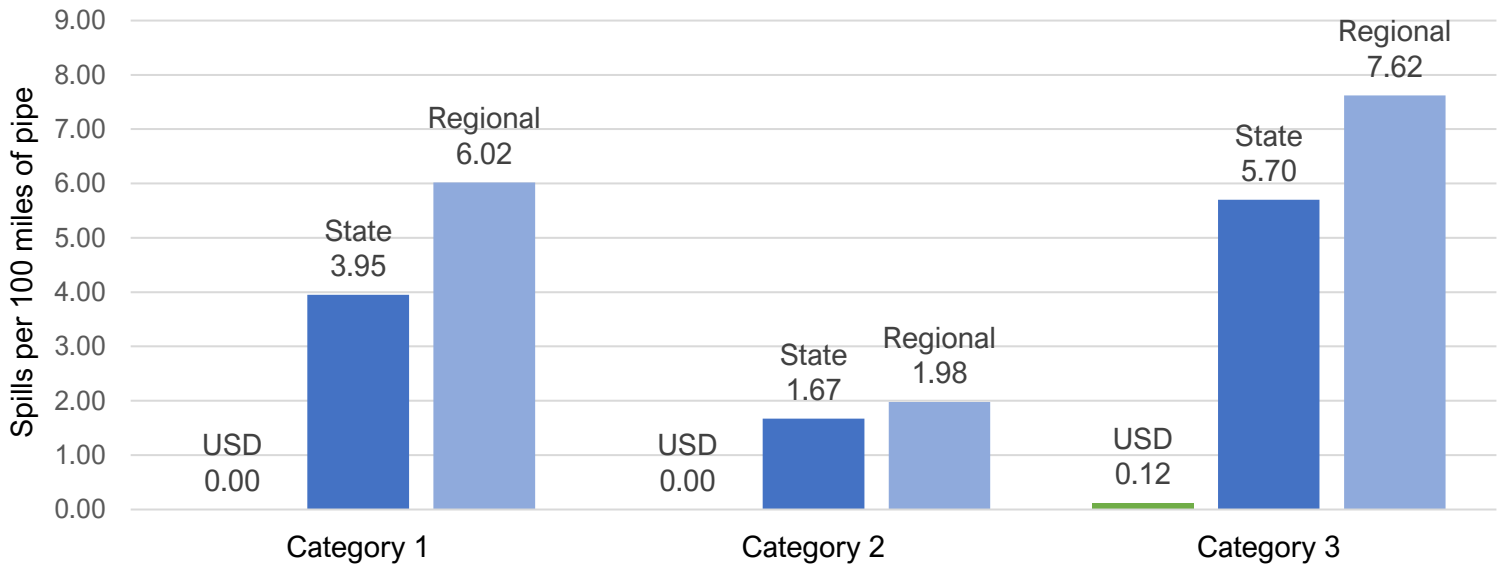
Parameter	Permit Limit	Nov-22	Dec-22	Jan-23
Copper, µg/l	53	5.9	4.7	4.3
Mercury, µg/l	0.066	0.0028	N/A	N/A
Cyanide, µg/l	20	ND 0.9	ND 0.9	ND 0.9
Ammonia- N, mg/L (Range)	86	44.9 - 49.1	40 - 47.2	28 - 37.9
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	33 - 76	32 - 68	43 - 73
• 11-Sample 90th Percentile	1100	248 - 248	248 - 248	89 - 248
Enterococci				
• 6-Week Geometric Mean	280	29.6	29.4	94.6

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



Collection System Performance Report

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



Definition of Spill Categories

- Category 1: 1,000 gallons or more. Discharges to surface water, not fully captured.
- Category 2: 1,000 gallons or more. Does not reach surface water, not fully captured.
- Category 3: 1,000 gallons or less. Does not reach surface water, fully captured.

Collection System Maintenance Work Completed

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

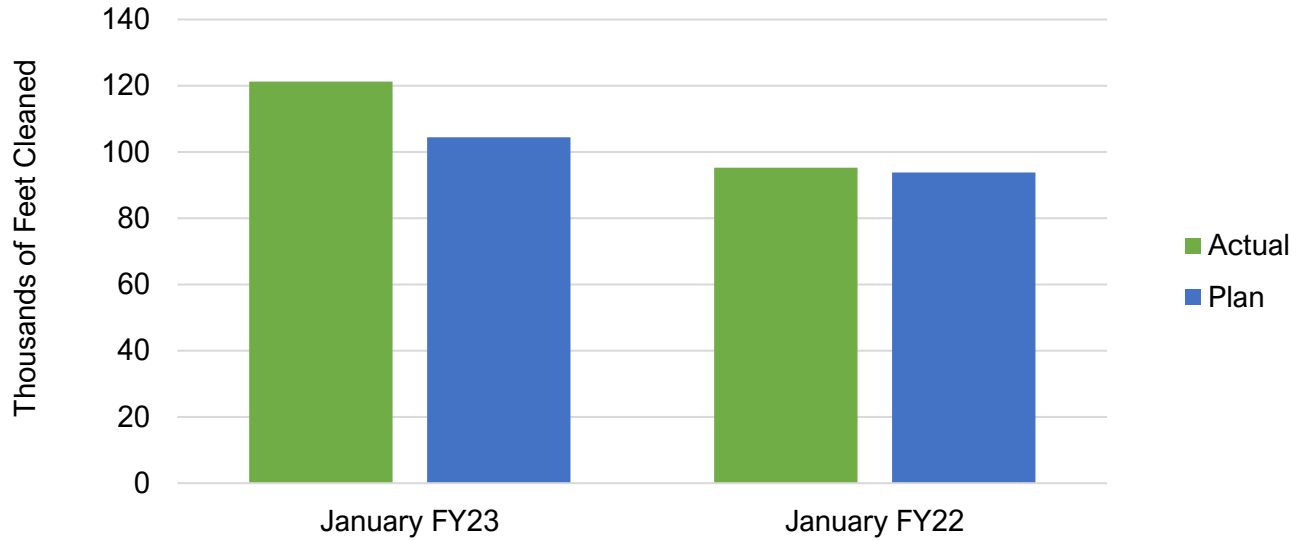
	This Month	Fiscal Year to Date	Historical Monthly Average
Sewer Line Repairs - # of Open Trench	0	0	2
Sewer Line Repairs - # of Trenchless	23	100	14
Work Orders Completed on Vehicles and Buildings	233	1369	171



Maintenance Report

2023 MONTHLY OPERATIONS REPORT

Sewer Line Cleaning



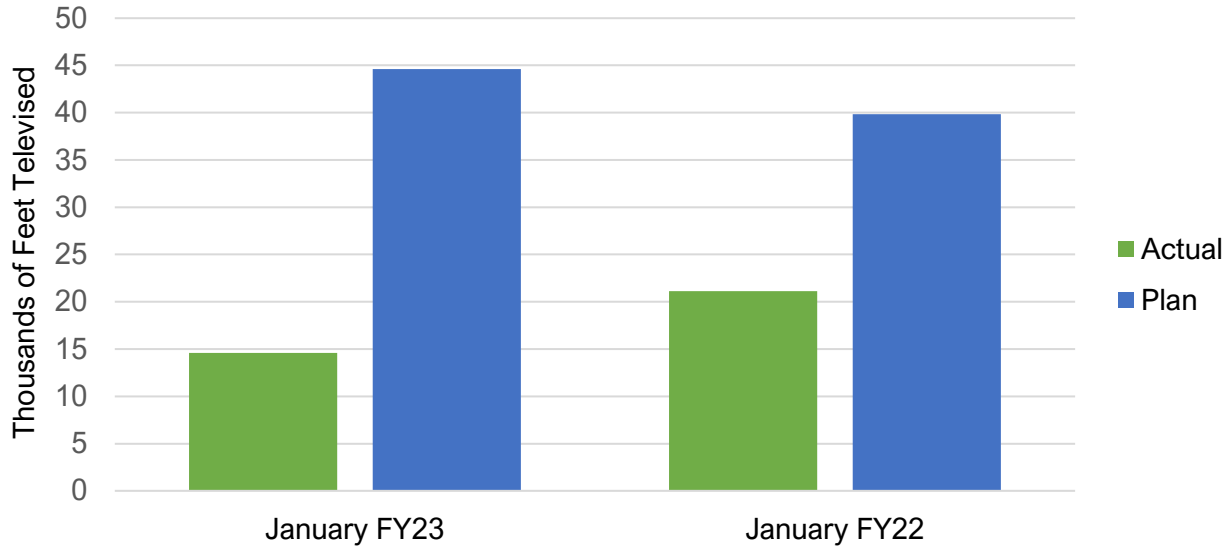
Cleaning Cost per Foot=\$0.87								
Description	FY23 Q1 Footage	Dec-22 Footage	FY23 Q2 Footage	Jan-23 Footage	FY23 YTD Footage	Historical FY22 Footage	FY23 YE Goal	% Completed to Plan
84 Month Hydro-Jet Clean	164,544	21,622	122,926	41,153	328,623	654,851	579,314	56.7%
Selective Line Cleaning	31,441	21,622	122,926	48,375	131,594	196,114	221,641	59.4%
Special Condition Clean (not in total)	1,390	1,087	4,184	3,936	9,510	32,029	28,940	32.9%
Root Control/Chemical Clean	42,723	55,722	161,568	30,991	235,282	320,841	410,502	57.3%
Cast Iron Cleaning	1,270	785	5,508	720	7,498	-	6,293	
Totals	239,978	104,447	341,780	121,239	702,997	1,171,806	1,217,750	57.7%



Maintenance Report

2023 MONTHLY OPERATIONS REPORT

Sewer Line Inspection and Televising



Televising Cost per Footage=\$1.50								
Description	FY23 Q1 Footage	Dec-22 Footage	FY23 Q2 Footage	Jan-23 Footage	FY23 YTD Footage/Count	Historical FY22 Footage/Count	FY23 Goal	% Completed to Plan
84 Month TV Inspection	108,880	24,934	120,029	14,589	243,498	481,639	477,964	50.9%
84 Month Manhole Inspection Count	525	14	297	184	1,006	1,163	2,468	40.8%
Visual/Condition, Pre/Post Cnst TV (not in total)	-	-	-	-	-	1,793	11,704	0.0%
Visual Manhole Inspection Count (not in total)	79	22	26	1	106	329	-	-
New Development, CIP, Misc (not in total)	1,507	6,184	6,394	6,551	14,452	33,140	34,056	42.4%
QA/QC Line Condition	-	-	-	-	-	19,201	16,074	0.0%
QA/QC Root Control	20,286	-	2,064	-	41,050	22,270	41,108	99.9%
Totals	129,166	24,934	140,793	14,589	284,548	523,110	535,146	53.2%

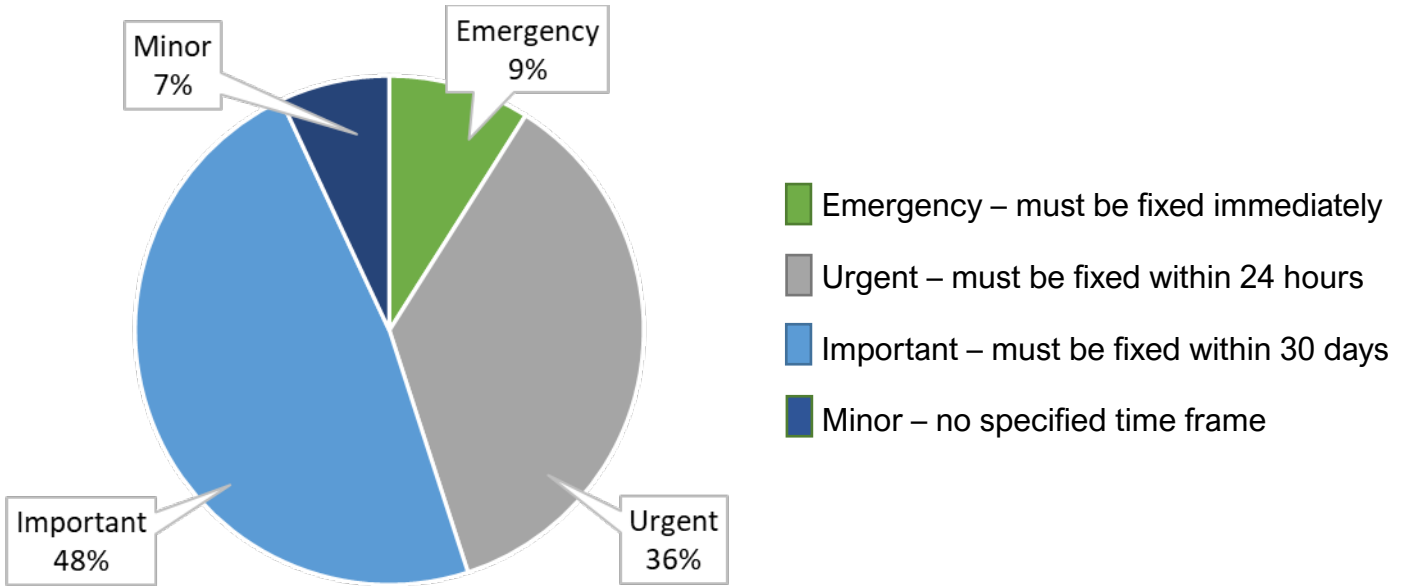


Maintenance Report

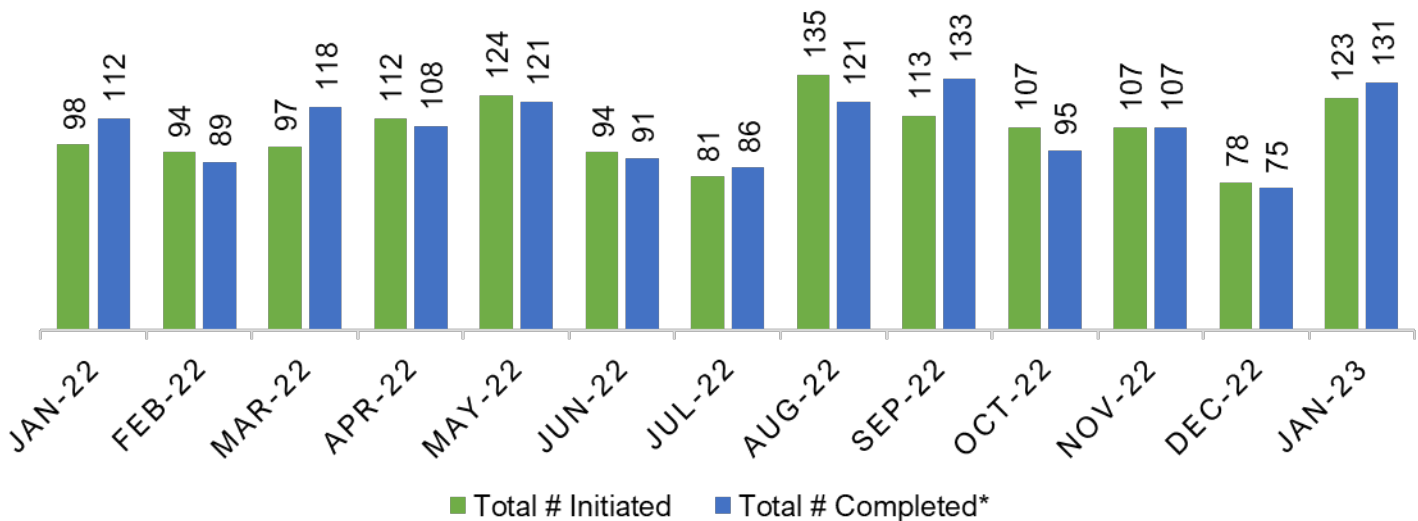
2023 MONTHLY OPERATIONS REPORT

Plant and Pump Stations Maintenance Work Completed

Equipment at our Plant and Pump/Lift stations is maintained by mechanics and other staff through completion of work orders. Staff completed 98.8% of preventative maintenance activities for the month in addition to the following shown below.



Work Orders Initiated and Completed



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



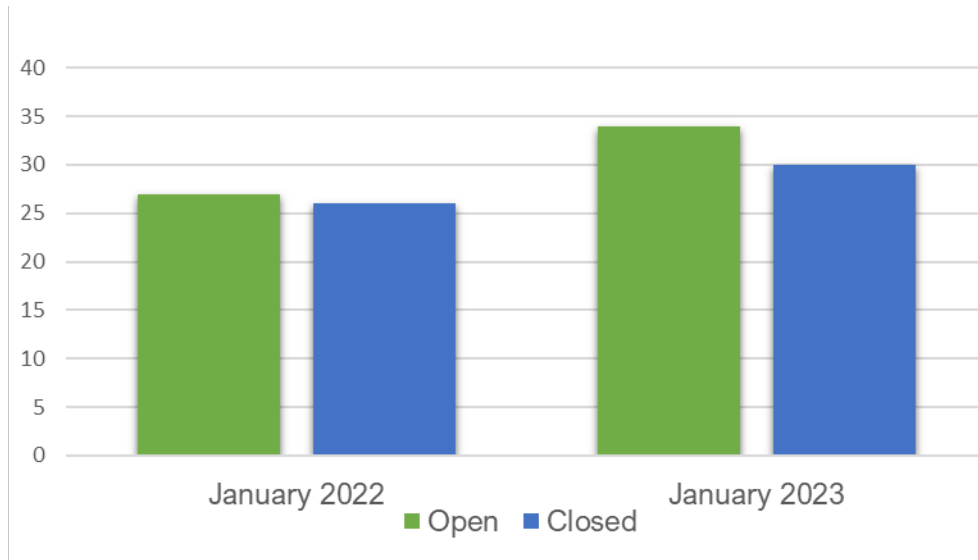
Maintenance Report

2023 MONTHLY OPERATIONS REPORT

Information Technology

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

IT Help Desk Tickets



Managed and Hosted IT Asset Uptime

Asset Name	USD Managed or Hosted by Third Party	% Up time
USD Website	Hosted	99.34%
Email Server	Hosted	99.97%
Newark Pump Station	USD Managed	99.97%
Boyce Pump Station	USD Managed	99.96%
Irvington Pump Station	USD Managed	99.99%
SCADA	USD Managed	100%
Total Average of All USD Servers	USD Managed	99.80%

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



Capital Improvement Projects

2023 MONTHLY OPERATIONS REPORT

Capital Improvement Project (CIP) Activities

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

Current CIP Projects – Budget and % complete

Current (FY23) CIP Projects	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Alvarado Influent Pump Station Improvements Project	\$9,028	\$8,420	11/21	99%
2 – Force Main Corrosion Repairs Project – Phase 3	\$1,064	\$1,058	10/22	99%
3 – Irvington Basin Reinforced Concrete Pipe Rehabilitation Project	\$5,291	\$3,948	12/22	75%
4 – Primary Digester No. 7 Project	\$23,783	\$22,901	5/22	99%
5 – Standby Power Generation System Upgrade Project	\$21,135	\$2,737	6/24	13%



Digester #7 Project

[Click here to see time lapse video](#)



Capital Improvement Projects

2023 MONTHLY OPERATIONS REPORT

Design Phase – Budget and % of Completed Scope

Current (FY23) Design Phase	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Cherry Street Pump Station Improvements Project	\$72	\$99	6/21	100%
2 – Plant Miscellaneous Improvements Project	\$199	\$199	9/22	100%
3 – Pump Stations Chemical System Improvements Project	\$762	\$753	10/21	100%
4 – Sodium Hypochlorite Loop Improvements Project	\$280	\$280	9/22	100%
5 – Switchboard No. 3 and MCC No. 25 Replacement Project	\$95	\$69	7/22	74%
6 – WAS Thickener Replacement Project	\$1,017	\$801	6/23	79%
7 – Force Main Corrosion Repairs Project – Phase 4	\$68	\$26	3/23	39%

Study Phase – Budget and % of Completed Scope

Current (FY23) Study Phase	Budget (\$1,000)	Spent to Date (\$1,000)	Scheduled Completion	Completed Scope
1 – Cogeneration Replacement and Ventilation Study	\$142	\$131	7/22	93%
2 – Energy Resiliency Study	\$256	\$174	12/22	68%
3 – Force Main Condition Assessment	\$121	\$32	10/22	60%
4 – Headworks Degritting Study	\$200	\$142	10/22	72%
5 – Odor Control Alternatives Study	\$504	\$476	12/20	99%
6 – Primary Digester No. 8 Feasibility Study	\$111	\$105	9/22	85%
7 – Pump Stations Condition Assessment Study	\$250	\$186	8/22	87%
8 – Sea Level Rise Study	\$162	\$158	11/22	97%
9 – Thermal Dryer Feasibility Study	\$128	\$121	7/22	95%
10 – 2022 Local Limits Study	\$44	\$0	12/22	80%



Permitting and Inspections

2023 MONTHLY OPERATIONS REPORT

Sewer Permits Issued

Permits issued upon approved completed plans.

Month	Repairs	Mains	New Laterals*	Secondary Units	Restaurants	Other**	Total
Jan-23	24	0	9	10	0	2	45
Dec-22	9	0	6	2	1	2	20
Nov-22	16	4	7	2	0	11	40

*New Laterals- New residential lateral connections

**Other- Non-residential construction (except restaurants)

Storm Water Inspections (City of Fremont)

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

Total Inspections		Total Monthly Enforcements						
Current Month	Fiscal Year to Date	Verbal Warning	Warning Letter	Notice of Violation	Admin Fine	Legal Action	Notice of Deficiency	Total
76	647	0	0	1	3	0	0	4

Pollution Prevention Inspections

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

Total Inspections		Total Monthly Enforcements						
Current Month	Fiscal Year to Date	Verbal Warning	Warning Letter	Notice of Violation	Admin Fine	Legal Action	Notice of Deficiency	Total
62	402	9	3	0	0	0	2	14

Permitted Industrial Businesses

City	Industrial Permits
Fremont	58
Newark	14
Union City	12

Examples of Permitted Industrial Businesses:

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



Staffing and Personnel

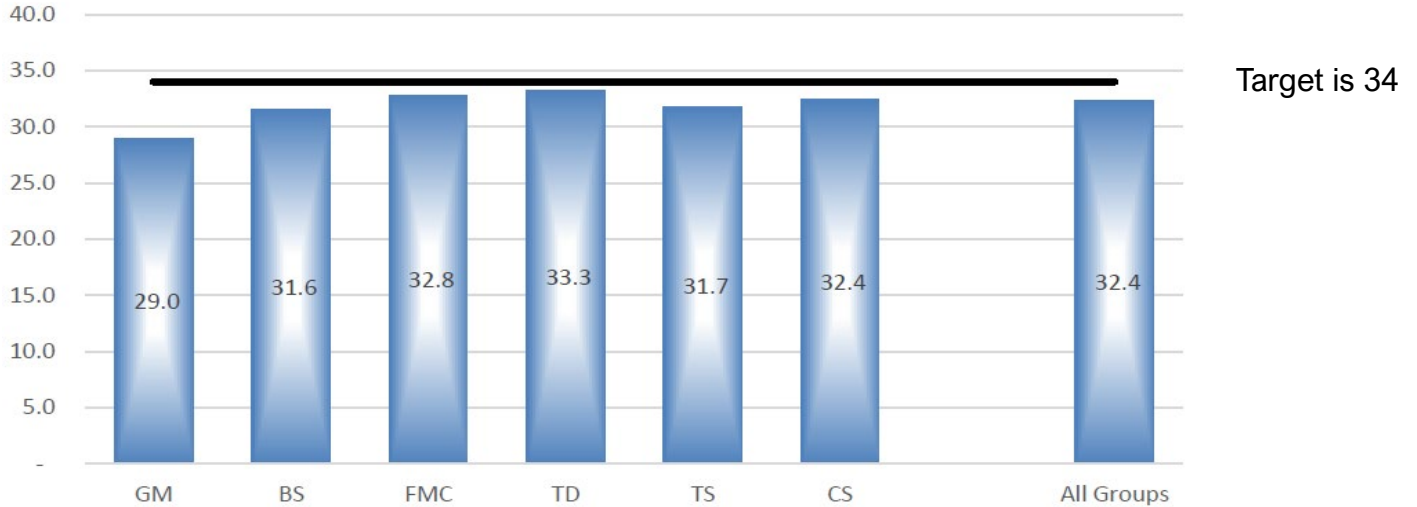
2023 MONTHLY OPERATIONS REPORT

Hours Worked and Leave Time by Work Group

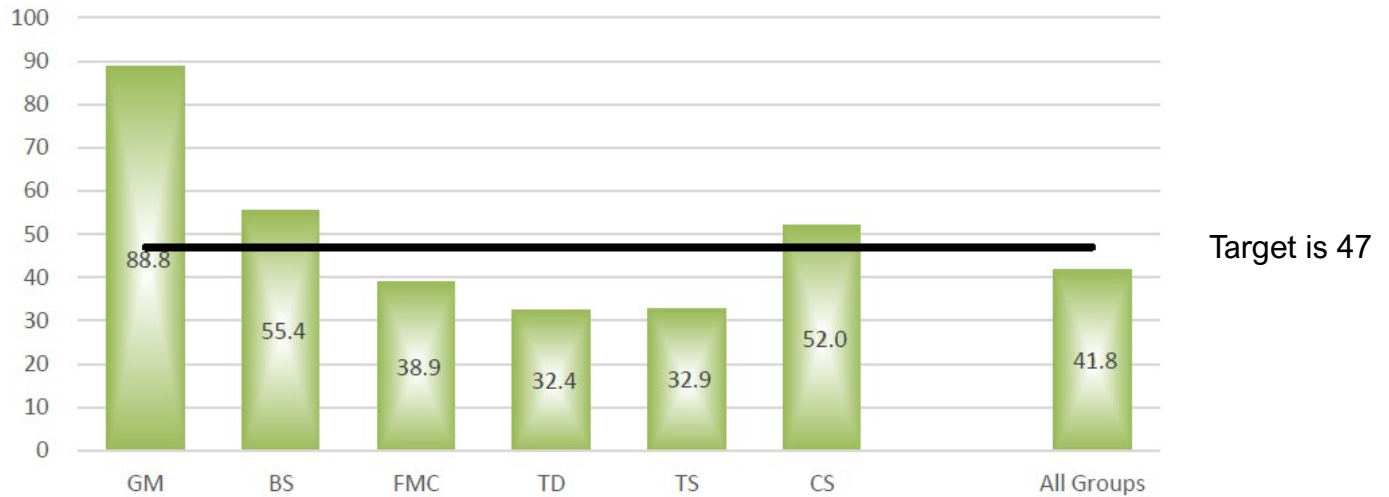
June 23, 2022 through January 18, 2023

Weeks to Date 30 out of 52 (57.69%)

At-Work Hours Per Employee Per Week



Average Annual Sick Leave Used Per Employee Per Date



Recruitments

Position	Position Posted	Status
Coach, Customer Service (Development Engineering Supervisor)	7/6/2022	Richard Thow – DOH 1/30/2023.
Junior/Assistant/Associate Engineer – CIP (2)	8/8/2022	Guadalupe Leon, Junior Engineer – DOH 1/3/2023. Jose Rivas, Assistant Engineer – DOH 3/13/2023.
Instrument Technician/Electrician	9/16/2022	Hernan Ramirez Guerrero – DOH 1/30/2023.



USD TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**FEBRUARY 27, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM #9**

TITLE: Consider a Resolution to Terminate the Emergency Action to Repair Two Sewer Lines in the City of Fremont Damaged by Fiber Optic Line Installation.
(This is a Motion Item)

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

Recommendation

Receive a final update on the repairs to the two damaged sewer lines and adopt a resolution terminating the emergency.

Discussion

On February 13, 2023, the Board received an update on the emergency action and adopted a motion to continue the action and confirmed and declared the continuance of the emergency action to repair two sewer lines in the City of Fremont. Since that meeting, McGuire and Hester (MH) has completed the repairs on both sewer lines and all final tasks.

After the determination of an emergency pursuant to Public Contract Code section 22050, the Board is required to review the status of the emergency action at each subsequent meeting until the emergency action is terminated. This staff report seeks authorization to adopt a resolution terminating the emergency as the necessary repairs have been completed.

Background

In March of 2022, the District was notified that a contractor, HP Communications and JK Communication & Construction/Kleven Construction (JKC), working in the City of Fremont

installing 5G fiber optic lines had damaged three separate sewer lines. Staff confirmed the damages by CCTV inspection. HP Communications repaired one of the damaged sewer mains due to its shallow depth and location. The District began discussions with the contractor and its insurance company about the repair of the other two damaged sewer mains given concerns about an inexperienced contractor further damaging the District's facilities sewer due to both sewer mains depth at (15'), groundwater concerns, the need to bypass sewage and possibly soft soil conditions in the area. The size and locations of the remaining damaged sewer mains are:

1. 8" sewer main near the intersection of Paseo Padre Parkway and Washington Blvd.
2. 18" sewer main near the intersection of Fremont Blvd. and Clipper Court.

Staff negotiated with the contractor and its insurance company for months to resolve the issue and complete the work without expending public funds, but the parties did not reach an acceptable resolution.

Given the upcoming wet weather season and time required to complete the work, it was necessary for the District to expeditiously proceed with the repair, while concurrently working toward reimbursement of funding from the contractor. The damaged sewer mains in their current condition create enough risk to the District that staff recommended an emergency be declared to expedite the necessary repairs.

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

The attached Resolution No. 2982, adopted on September 12, 2022, addressed the requirements of the PCC, and declared an emergency and authorized additional expenditures without the need for competitive bidding. As such, the District has proceeded with the work under our emergency services contract with McGuire and Hester, as described above. Pursuant to the terms of a Settlement Agreement approved by the Board on December 12, 2022, JKC's insurance company paid the District a total of \$585,425.00, which consists of \$575,925.00 for the District's repair estimate and \$9,500.00 for District's staff time in managing the damaged sewer mains.

Previous Board Action

09/12/2022 Board Meeting – The Board adopted a resolution declaring an emergency and authorizing the emergency expenditure of funds for the repair of two sewer lines in the City of Fremont damaged by fiber optic line installation.

09/26/2022 Board Meeting – The Board received an update on the emergency action and adopted a motion to continue the action and confirmed and declared the continuance of the emergency action.

10/10/2022 Board Meeting – The Board received an update on the emergency action and adopted a motion to continue the action and confirmed and declared the continuance of the emergency action.

10/24/2022 Board Meeting – The Board received an update on the emergency action and adopted a motion to continue the action and confirmed and declared the continuance of the emergency action.

11/14/2022 Board Meeting – The Board received an update on the emergency action and adopted a motion to continue the action and confirmed and declared the continuance of the emergency action.

12/12/2022 Board Meeting – The Board received an update on the emergency action and adopted a motion to continue the action and confirmed and declared the continuance of the emergency action.

12/12/2022 Board Meeting – The Board approved a Settlement Agreement and Mutual Release with JK Communication & Construction/Kleven Construction, Inc., The Hartford, and Hartford Underwriters Insurance Company, for the costs of the emergency repair.

01/09/2023 Board Meeting – The Board received an update on the emergency action and adopted a motion to continue the action and confirmed and declared the continuance of the emergency action.

01/23/2023 Board Meeting – The Board received an update on the emergency action and adopted a motion to continue the action and confirmed and declared the continuance of the emergency action.

02/13/2023 Board Meeting – The Board received an update on the emergency action and adopted a motion to continue the action and confirmed and declared the continuance of the emergency action.

Attachments: Figures 1 through 4 – Location Maps and Photos of Damaged Sewers
 Figures 5 through 6 – Updated Construction Pictures
 Resolution No. 2982
 Proposed Resolution

Figure 1 - Location of Damaged 18" Sewer Main



Figure 2 - Photo of Damaged 18" Sewer Main



Figure 3 - Location of Damaged 8" Sewer Main

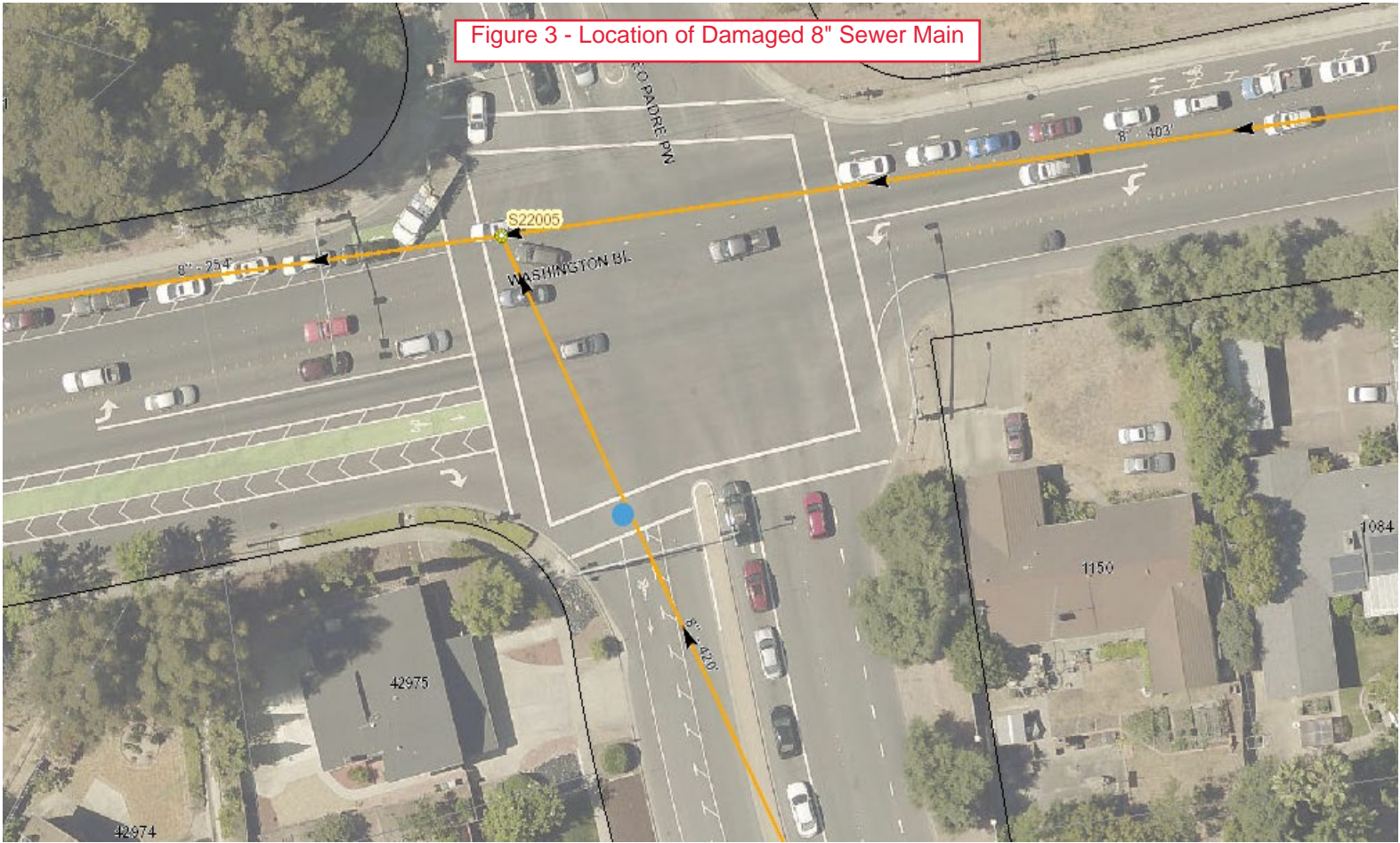


Figure 4 - Photo of Damaged 8" Sewer Main

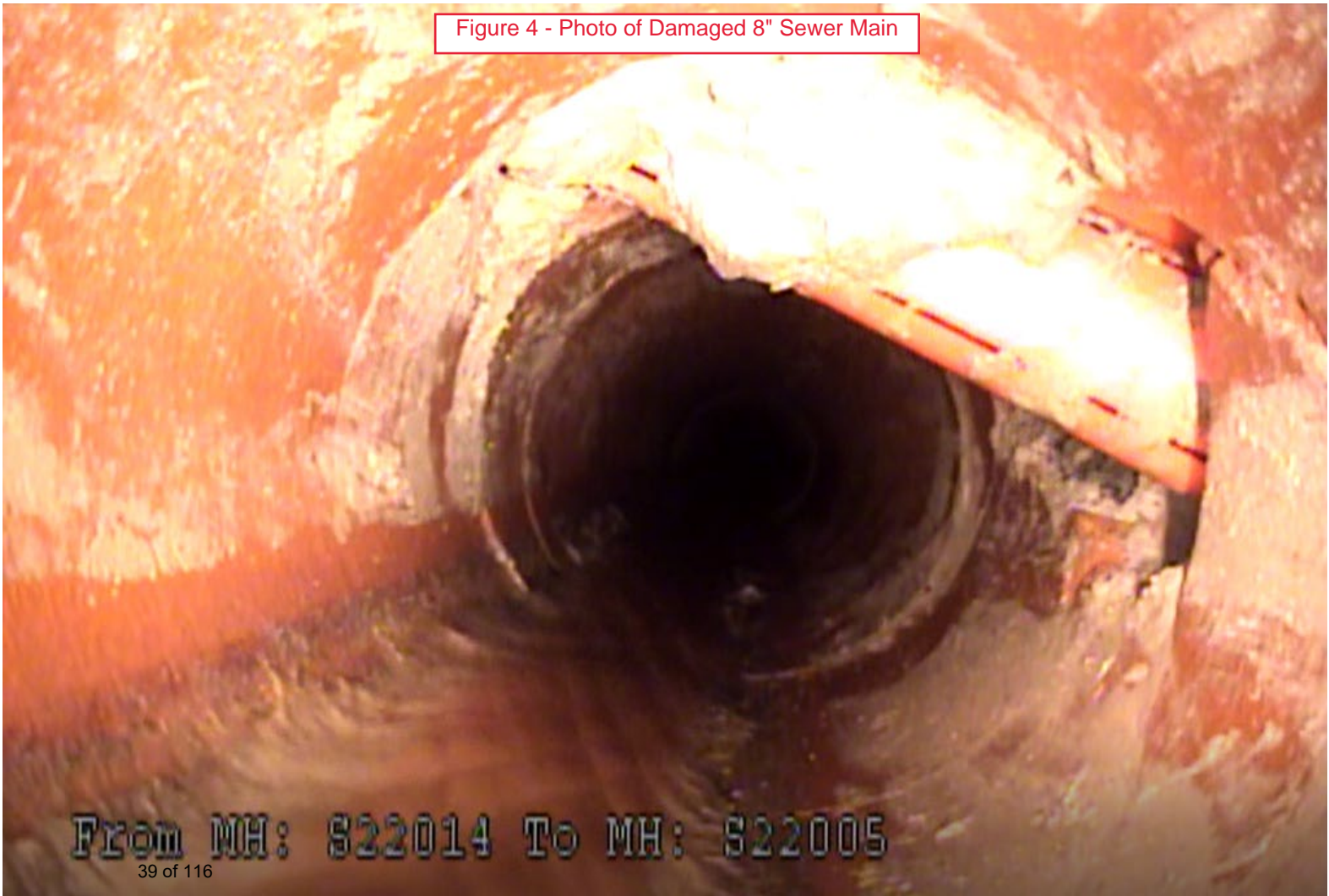


Figure 5 - Completed 18" Sewer Main Repair



Figure 5 - Completed 8" Sewer Main Repair



RESOLUTION NO. 2982

DECLARING AN EMERGENCY AND AUTHORIZING THE EMERGENCY EXPENDITURE OF FUNDS FOR THE REPAIR OF TWO SEWER LINES IN THE CITY OF FREMONT DAMAGED BY FIBER OPTIC LINE INSTALLATION

WHEREAS, two gravity sewer mains in the City of Fremont located at (1) the intersection of Paseo Padre Parkway and Washington Blvd; and (2) the intersection of Fremont Blvd. and Clipper Court, have been damaged by a private third-party contractor installing 5G fiber optic lines in City's right-of-way; and

WHEREAS, the District has not been able to reach resolution with the contractor and its insurance company regarding the completion of the repair and reimbursement to the District; and

WHEREAS, given the upcoming wet weather season and time required to complete the work, it is necessary for the District to expeditiously proceed with the repair, while concurrently working toward resolution of the reimbursement of funding from the contractor; and

WHEREAS, the damaged sewer mains in their current condition create risk to the District and must be repaired; and

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

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

WHEREAS, the California Environmental Quality Act establishes a statutory exemption for emergency repairs to public service facilities necessary to maintain service, and other specific actions necessary to prevent or mitigate an emergency; and

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

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

1. The above recitals are true and correct and are material to this Resolution and are incorporated into this Resolution as findings of the District Board.

2. The Board finds and declares, pursuant to Public Contract Code section 22050(a), that based on substantial evidence presented before the Board, the emergency will not permit a delay resulting from competitive solicitation for bids for the repair of the District's damaged sewer mains, and that this action is necessary to respond to the emergency.

3. The Board authorizes staff to continue to proceed with the repair or replacement of the two sewer mains in Fremont located at (1) the intersection of Paseo Padre Parkway and Washington Blvd; and (2) the intersection of Fremont Blvd. and Clipper Court, and procurement of the necessary equipment, services and supplies for that purpose without giving notice for bids to let contracts.

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


PASSED, APPROVED, AND ADOPTED by at least a four-fifths vote, at a regular meeting of the Board of Directors on this 12th day of September, 2022.

AYES: Fernandez, Handley, Kite, Lathi, Toy

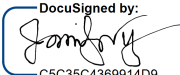
NOES: None

ABSENT: None

ABSTAIN: None

DocuSigned by:

3307E6A1ED28476...
ANJALI LATHI
President, Board of Directors
UNION SANITARY DISTRICT

Attest:

DocuSigned by:

C5C35C4360944D9...
JENNIFER TOY
Secretary, Board of Directors
UNION SANITARY DISTRICT

Certificate Of Completion

Envelope Id: 81133E93D6A147E7B870935D3BB35AF5	Status: Completed
Subject: USD Requests Please DocuSign: Reso No 2982.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Sharon Anderson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	5072 Benson Road
	Union City, CA 94587
	sharona@unionsanitary.ca.gov
	IP Address: 50.227.238.26

Record Tracking

Status: Original	Holder: Sharon Anderson	Location: DocuSign
9/13/2022 10:49:31 AM	sharona@unionsanitary.ca.gov	

Signer Events

Anjali Lathi
 alathi@unionsanitary.ca.gov
 Union Sanitary District
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Using IP Address: 107.196.101.34

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Electronic Record and Signature Disclosure:

Accepted: 5/31/2022 9:51:04 AM
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Jennifer Toy
 jtoy@unionsanitary.ca.gov
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Completed	Security Checked	9/15/2022 7:54:17 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

RESOLUTION NO. _____

TERMINATING THE EMERGENCY FOR THE REPAIR OF TWO SEWER LINES IN THE CITY OF FREMONT DAMAGED BY FIBER OPTIC LINE INSTALLATION

WHEREAS, two gravity sewer mains in the City of Fremont located at (1) the intersection of Paseo Padre Parkway and Washington Blvd; and (2) the intersection of Fremont Blvd. and Clipper Court, were damaged by a private third-party contractor installing 5G fiber optic lines in City's right-of-way; and

WHEREAS, the District was not able to reach resolution with the contractor and its insurance company regarding the completion of the repair and reimbursement to the District; and

WHEREAS, given the upcoming wet weather season and time required to complete the work, it was necessary for the District to expeditiously proceed with the repair, while concurrently working toward resolution of the reimbursement of funding from the contractor; and

WHEREAS, the damaged sewer mains created a clear and imminent threat, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, and essential public services; and

WHEREAS, on September 12, 2022, the Board of Directors of Union Sanitary District adopted Resolution No. 2982, pursuant to the District's Purchasing Policy and California Public Contract Code (PCC) Section 20806, to allow for emergency contracting without competitive bidding in accordance with the requirements of PCC Section 22050, finding that based on substantial evidence presented before the Board, the emergency would not permit a delay resulting from the competitive solicitation of bids for the repair of the District's two gravity sewer mains, and that the action was necessary to respond to the emergency; and

WHEREAS, Resolution No. 2982 further authorized staff to proceed with the repair or replacement of the two gravity sewer mains and the procurement of the necessary equipment, services, and supplies for that purpose without giving notice for bids to let contracts; and

WHEREAS, the Board reviewed the status of the emergency at each subsequent meeting of the Board of Directors, and on September 26, 2022, October 10, 2022, October 24, 2022, November 14, 2022, December 12, 2022, January 09, 2023, January 23, 2023, February 13, 2023, adopted a motion to authorize continuation of Resolution No. 2982 and the emergency until the emergency action was completed; and

WHEREAS, the repairs to the two gravity sewer mains and the site restoration work have been completed.

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

1. The Board finds that the emergency that began on September 12, 2022, due to the damage caused by a private third-party contractor, as declared by Resolution No. 2982 and continued through further action of the Board, no longer exists; that the emergency action is complete; and that there is no longer a need to continue the action.

2. The Board hereby declares that the emergency action, as declared by Resolution No. 2982 and continued through further action of the Board, is hereby terminated.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Board of Directors on this 27th day of February, 2023.

AYES:

NOES:

ABSENT:

Jennifer Toy, Secretary

Anjali Lathi, President



USD TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
General Manager/
District Engineer

Karen W. Murphy
Attorney

**FEBRUARY 27, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Brown and Caldwell for the Digester Efficiency Evaluation (*This is a Motion Item*)

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

Recommendation

Staff recommends the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Brown and Caldwell (B&C) in the amount of \$353,491 for the Digester Efficiency Evaluation.

Discussion

The purpose of Task Order No. 1 is to authorize B&C to perform an evaluation of the District's current infrastructure to identify improvements to the plant's heat loop system, as well as determine the feasibility of implementing gas lance mixing at Primary Digesters No. 4 through 6 and installing a storage/blending tank for providing a combined sludge feed to the primary digesters. Among other things, this evaluation will include:

- Development and calibration of a model to analyze both the hydraulic and thermal performance of the heating loop and to analyze the effectiveness of any proposed improvements.
- Determining the required structural, mechanical, and electrical and instrumentation modifications to implementing gas lance mixing at Primary Digesters No. 4 through 6.
- Identifying the location and capacity for a new sludge blending tank and required auxiliary equipment. Evaluate benefits and disadvantages of installing a sludge blending tank considering the ongoing secondary treatment upgrades at the plant and the possibility of receiving high strength waste in the future.

The attached Figure 1 shows the location of the existing primary digesters and heat loop system at the plant.

Brown and Caldwell’s scope of services and fee for Task Order No. 1 are summarized below:

Task No.	Task Description	Fee
1	Review Background Information	\$47,956
2	Heat Loop Data Collection	\$26,836
3	Heat Loop Model	\$45,953
4	Heat Loop Analysis and Recommendations	\$46,176
5	Gas Lance Feasibility Study	\$87,262
6	Sludge Blend Tank Feasibility	\$69,223
7	Project Management	\$30,085
	Total Not-to-Exceed Task Order Fee	\$353,491

Staff has reviewed the proposed fee and found it to be reasonable based on the level of effort involved. All work under this task order is expected to be completed by winter 2023.

Background

The District operates seven primary and two secondary anaerobic digesters at its Alvarado Wastewater Treatment Plant. Primary Digester No. 7 was recently constructed and put into operation utilizing a new gas lance mixing system. Staff is satisfied with this new system to date and is interested in converting Primary Digesters No. 4 through 6 to gas lance mixing. All of the other primary digesters currently utilize a mechanical pump mixing system. Please refer to Figure 2 for a diagram of a gas lance mixing system.

Additionally, the District operates a closed hot water heating loop to provide heat to the digesters. The primary heat source for this system are two cogeneration engines. The system’s secondary heat source is a hot water boiler that operates when either one or both of the cogeneration engines are not running. Staff currently has difficulties controlling the heating loop system and is seeking improvements to enhance performance, fine tune controls, and provide more efficient heating.

The primary digesters are fed with two different types of sludge, thickened primary sludge (TPS) and thickened waste activated sludge (TWAS). Historically staff has difficulty maintaining a balanced sludge feed to the digesters because TPS and TWAS are fed separately. By installing a storage/blending tank to provide a combined sludge feed, staff will be better able to maintain the proper ratio of TWAS to TPS and to evenly load individual digesters according to their size, resulting in healthier digesters that will be better and more efficient to operate.

Agenda Item No. 10
Meeting of February 27, 2023
Page 3

Previous Board Action

None.

Attachments: Figure 1 – Site Plan
Figure 2 – Gas Lance Mixing System
Agreement
Task Order No. 1

UNION SANITARY DISTRICT
ALVARADO WASTEWATER TREATMENT PLANT

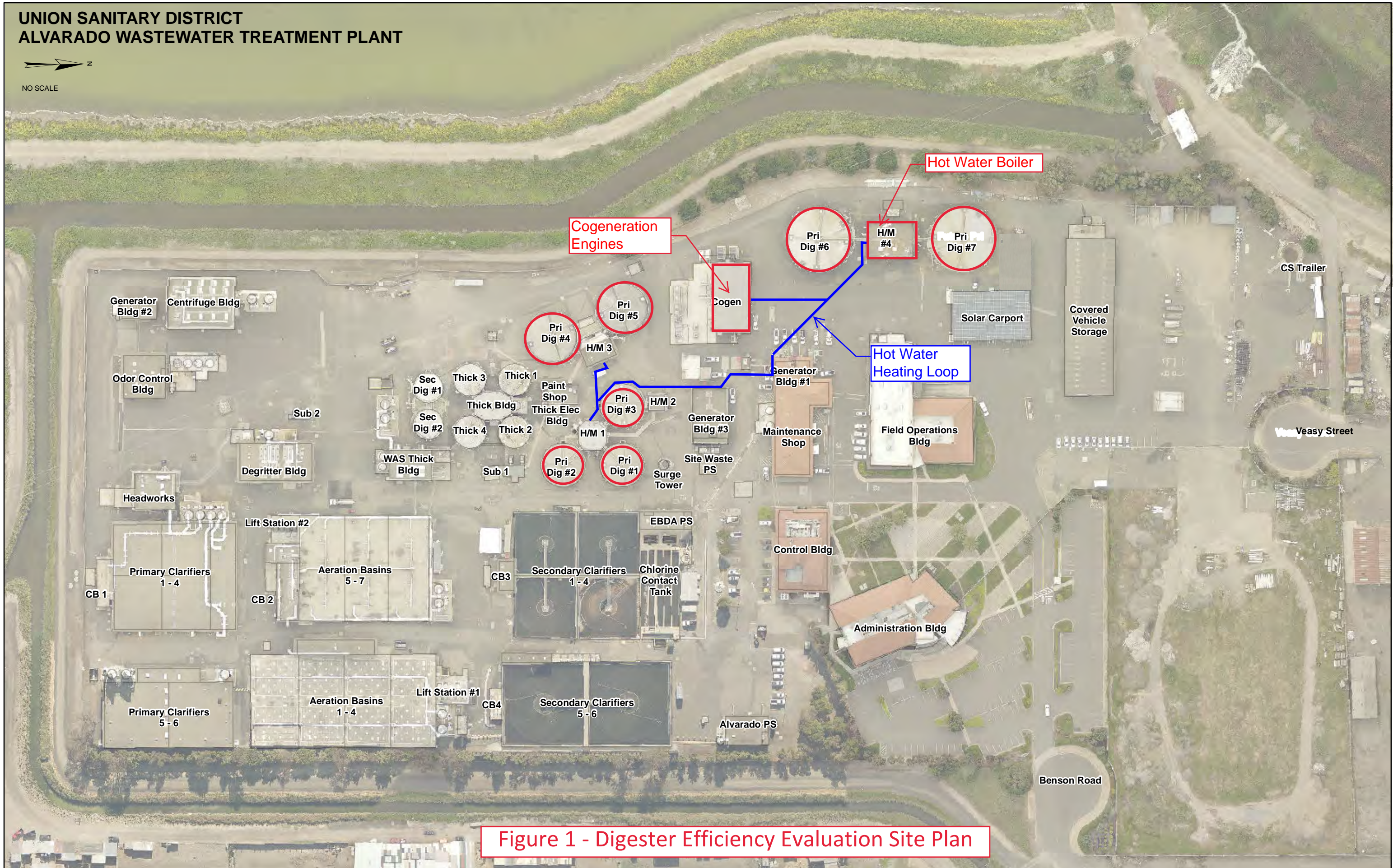


Figure 1 - Digester Efficiency Evaluation Site Plan

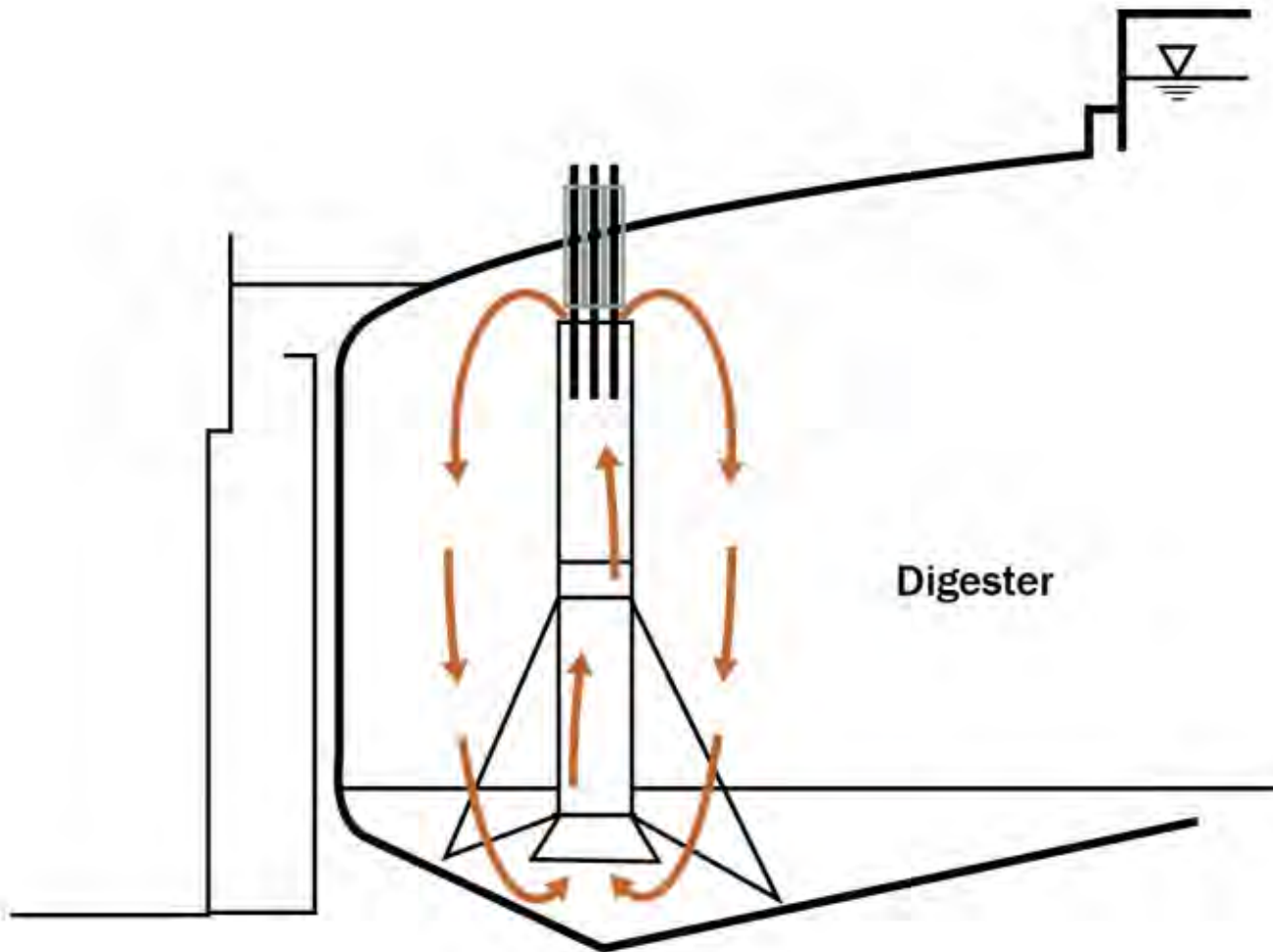


Figure 2 – Gas Lance Mixing System

Gas lance mixing recirculates compressed gas from the head space of the digester, which is then released in a draft tube to induce an upward flow vertical mixing motion. Gas lance mixing provides adequate mixing energy with lower energy consumption (relative to pump mixing), minimizes equipment impacted by ragging and struvite accumulation, and mechanical equipment (i.e., gas compressor) are located at grade and outside of the digester which facilitates maintenance activities.

DIGESTER EFFICIENCY EVALUATION

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

BROWN AND CALDWELL

FOR

PROFESSIONAL SERVICES

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

WITNESSETH:

WHEREAS, District intends to complete the Digester Efficiency Evaluation (hereinafter referred to as Project), and,

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

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

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

ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 2 - COMPENSATION

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

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

Definitions are as follows:

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

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

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

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

ARTICLE 3 - PERIOD OF SERVICE

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

ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

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

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

ARTICLE 5 - STANDARD OF CARE

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

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

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

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 10 - RECORDS OF LABOR AND COSTS

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

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

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

ARTICLE 11 - INSURANCE

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

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

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

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

ARTICLE 12 - LIABILITY AND INDEMNIFICATION

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

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

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

ARTICLE 13 - INDEPENDENT CONTRACTOR

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

ARTICLE 14 - COMPLIANCE WITH LAWS

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

ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 16 - TERMINATION OF CONTRACT

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

ARTICLE 17 - UNCONTROLLABLE FORCES

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

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

ARTICLE 18 - MISCELLANEOUS

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

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

ARTICLE 19 - INTEGRATION AND MODIFICATION

19.1 This Agreement (consisting of pages 1 to 14), together with all Task Orders executed by the undersigned, is adopted by District and Engineer as a complete and exclusive statement of the terms of the Agreement between District and Engineer. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Engineer pertaining to the Services, whether written or oral.

19.2 The Agreement may not be modified unless such modifications are evidenced in writing signed by both District and Engineer.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

20.1 District and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this

Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

20.2 Neither District nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent engineers, associates, and subcontractors as he may deem appropriate to assist him/her in the performance of the Services hereunder and in accordance with Article 7.

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

ARTICLE 21 – INFORMATION SYSTEM SECURITY

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

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

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

ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

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

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

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

ARTICLE 23 - EXCEPTIONS

- 23.1 Article 11.3 – CHANGE "Comprehensive General Liability Insurance..." to "Commercial General Liability Insurance..."
- 23.2 Article 11.4 – DELETE the last sentence "The said policy shall cover the indemnity provisions under this Agreement."
- 23.3 Article 11.6 – In the third sentence, ADD "general" prior to "liability Insurance..."
- 23.4 Article 12.3 – DELETE in its entirety, ADD "Not Used."
- 23.5 Article 12.7 – CHANGE "...or the maximum amount of professional liability insurance required by this Agreement available at the time of any settlement or judgement, whichever is greater." to "...or the minimum amount of professional liability insurance required by this Agreement."

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

UNION SANITARY DISTRICT

BROWN AND CALDWELL

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

By: _____
Grace Chow, P.E.
Vice President

Date: _____

Date: _____

DIGESTER EFFICIENCY EVALUATION

TASK ORDER NO. 1

TO

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

BROWN AND CALDWELL

FOR

PROFESSIONAL SERVICES

Dated _____

1. PURPOSE

The purpose of Task Order No. 1 is to perform a digester efficiency evaluation at Union Sanitary District's (District) Alvarado Wastewater Treatment Plant (WWTP) located at 5072 Benson Road, Union City, CA. The evaluation shall include determining the feasibility of implementing gas lance sludge mixing at Primary Digesters No. 4-6, a thickened primary sludge (TPS) and thickened waste activated sludge (TWAS) blending tank and identifying improvements for reliably providing heat to the WWTP's primary digestion process.

2. PROJECT COORDINATION

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

3. SCOPE OF SERVICES

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

Task 1.0 – Review Background Information

Engineer shall review and evaluate provided existing documents to understand and assess the WWTP's existing infrastructure, piping, and treatment process systems as they relate to the digesters, sludge thickening, and the plant heat loop systems. Engineer shall prepare a data request for plant heat loop and digester data, operation and maintenance manuals, and as-built drawings.

Engineer shall conduct a site visit to conduct on-site interviews with District staff to understand the existing heat loop and digester mixing issues and constraints. Engineer shall conduct the site visit within 1 week of Notice to Proceed. Engineer shall collect field data of existing heat loop and digester mixing equipment and setpoints, and available space for new equipment.

Engineer shall conduct a project kickoff meeting with District staff. The kickoff meeting shall be used to communicate the project plan, proposed schedule, gather any additional background information, and solicit comments and questions from the District.

Assumptions:

- District shall provide background information within two (2) weeks after receiving the Engineer's request for information.
- Site visit is assumed to be 1-day in duration and attended by up to four (4) members of the Engineer's project team. The District Project Manager shall be responsible for coordinating USD staff to be available for the on-site interviews.
- Kick-off Workshop shall be attended by seven (7) members of the Engineer's project team. Workshop is assumed to be two (2) hours in duration and held virtually.

Deliverables:

- Data request.
- Kickoff Workshop PowerPoint Slides.
- Meeting minutes from the Kickoff Workshop (PDF).

Task 2.0 – Heat Loop Data Collection

Engineer shall identify solutions to collect data if data gaps are identified during the background site visit. Engineer shall work with District staff to coordinate feasible locations and the installation of additional instrumentation to create an accurate Applied Flow Technology (AFT) Fathom™ Model. Examples of this may include adding strap on style flowmeters to collect flow data or additional temperature or pressure indicators. Engineer shall provide a proposed plan for collecting data. After installation of the instrumentation, data shall be collected for a minimum of 2 weeks.

Assumptions:

- District staff shall install additional instrumentation.
- District staff has additional instrumentation for use in the data collection with the exception of strap on style flowmeters. Engineer shall rent up to four (4) strap- on style flowmeters as required to close any data gaps identified.
- District shall provide data to Engineer in excel format.
- Data collection shall occur concurrently with the operational changes implementation so as not to delay the project schedule.

Deliverables:

- Draft and Final Heat Loop Data Collection Plan

Task 3.0 – Heat Loop Model

Engineer shall develop an AFT Fathom™ model to analyze the heat loop for both hydraulic and thermal performance. Engineer shall use information from Task 1.0 and 2.0 to input into the AFT Fathom™ model to capture the existing conditions and create a base scenario for the existing system. The model shall include equipment for Primary Digesters 1 through 7, Cogen, new Boiler No. 7, and plant hot water pumps.

Engineer shall develop and provide recommendations that require operational changes (no capital cost). Engineer shall hold a workshop with the District to walk through the recommended changes. Engineer shall then conduct a 1-day site visit to provide on-site support when the District implements the operational changes recommended.

Assumptions:

- Site visit shall be attended by up to two (2) members of the Engineer's team. Site visit shall be 1-day in duration.

- Workshop shall be attended by up to three (3) members of the Engineer's project team. Workshop is assumed to be two (2) hours in duration and held virtually.

Deliverables:

- Operational changes recommendations workshop slides (Powerpoint)

Task 4.0 – Heat Loop Analysis and Recommendations

Engineer shall assess and evaluate capital cost improvements to the heat loop system. Using the model developed in Task 3.0, Engineer shall analyze effectiveness of proposed solutions developed against the base case scenario. Engineer shall develop up to five (5) operational (no capital cost) and capital cost improvements to the heat loop system. Engineer shall determine the structural, mechanical, electrical, and instrumentation systems required to implement each of the alternatives, along with operational impacts to the plant. Engineer shall prepare AACE Class V planning level estimate of probable construction costs for up to 5 alternatives developed. Engineer shall prepare a technical memorandum (TM) documenting the alternatives analysis and recommendations. Findings from this task shall be presented at a workshop with the District.

Engineer shall assess existing Cogen heat recovery units and provide recommendations for improvements and/or replacement.

Assumptions:

- District shall provide comments two (2) weeks after draft report is submitted.
- District comments shall be consolidated and coordinated into one spreadsheet for incorporation.
- Engineer shall provide estimates of probable construction costs for up to five (5) improvements.
- Workshop shall be attended by four (4) members of the Engineer's project team. Workshop is assumed to be two (2) hours in duration and held virtually.

Deliverables:

- One draft and one final Heat Loop Analysis and Recommendations TM (word and PDF format)
- One draft and one final AACE Class V estimate of probable construction costs for developed alternatives
- Heat Loop Recommendations Workshop Powerpoint Slides
- Meeting minutes from Heat Loop Recommendations Workshop (PDF)

Task 5.0 – Gas Lance Feasibility Study

Engineer shall evaluate the feasibility of implementing gas lance sludge mixing at Primary Digesters No. 4-6. As part of this evaluation, Engineer shall:

- Develop preliminary draft tubes and compressor sizing for each digester.
- Determine the structural, mechanical, electrical and instrumentation modifications needed for gas lance mixing.
- Prepare a construction sequencing plan to implement draft tube mixing at Primary Digesters No. 4-6.
- Prepare AACE Class V estimate of probable construction costs for digester modifications.
- Complete a cost benefit analysis which considers O&M effort, increased gas production, and energy efficiency of gas lance mixing over pump mixing

Engineer shall prepare a TM documenting the design criteria for the new gas lance mixing equipment, digester modifications, location of new equipment, construction sequencing, cost benefit analysis, and recommendations. Engineer shall present the findings at a workshop with the District.

Assumptions:

- District shall provide comments two (2) weeks after draft report is submitted.
- District comments shall be consolidated and coordinated into one spreadsheet for incorporation.
- Engineer shall provide a Class V estimate of probable construction costs for Primary Digester No. 4 – 6 modifications.
- Workshop shall be attended by four (4) members of the Engineer’s project team. Workshop is assumed to be two (2) hours in duration and held virtually.
- Design drawings shall not be created as part of this evaluation

Deliverables:

- One draft and one final Gas Lance Mixing Feasibility Evaluation TM (word and PDF format)
- One draft and one final AACE Class V estimate of probable construction costs
- Gas Lance Mixing Feasibility Workshop Powerpoint Slides
- Meeting minutes from Gas Lance Mixing Feasibility Workshop (PDF)

Task 6.0 – Sludge Blend Tank Feasibility

Engineer shall evaluate the feasibility of a TPS and TWAS storage/blending tank. The purpose of the blending tank shall be to provide a combined sludge feed to the primary digesters. As part of the analysis, Engineer shall identify locations for the new tank, new auxiliary equipment needed, and capacity of the new tank. Engineer shall consider benefits and disadvantages of a new sludge blending tank, considering the planned secondary treatment upgrades and possible high strength waste receiving in the future.

After a review of the existing record drawings, Engineer shall conduct a site visit to discuss preliminary tank locations and gather input from District staff. Engineer shall develop up to three (3) locations for the new blend tank with preliminary sizing for auxiliary equipment such as pumps. As part of each location alternative, Engineer shall consider electrical, structural, and mechanical modifications needed. Engineer shall provide a Class V estimate of probable construction costs for each of the three (3) blend tank alternatives. Engineer shall determine the blend tank capacity based on the sludge projections developed by Hazen and Sawyer in the Sludge Projections Memo dated July 24, 2020. Engineer shall provide a preliminary control strategy for operation of the blending tank. Engineer shall identify timing for the construction of the new blend tank considering the District's planned construction projects.

Engineer shall prepare a TM documenting the blend tank location alternatives, construction sequencing, construction cost, and recommendations. Engineer shall present the findings at a workshop with the District.

Assumptions:

- District shall provide background information, such as record drawings, within two (2) weeks after receiving the Engineer's request for information.
- District shall provide a list of planned construction projects.
- District shall provide comments two (2) weeks after draft TM is submitted.
- District comments shall be consolidated and coordinated into one spreadsheet for incorporation.
- Engineer shall provide a Class V estimate of probable construction costs for up to three (3) sludge blend tank alternatives.
- Workshop shall be attended by three (3) members of the Engineer's project team. Workshop is assumed to be two (2) hours in duration and held virtually.
- Site visit is assumed to be 1-day in duration and attended by up to two (2) members of the Engineer's project team.

- District will provide the latest sludge projections from Hazen and Sawyer. BC will not perform additional calculations to verify the accuracy of the information provided by the District.

Deliverables:

- One draft and one final TPS and TWAS Blend Tank Feasibility Evaluation TM (word and PDF format)
- One draft and one final AACE Class V estimate of probable construction costs
- TPS and TWAS Blend Tank Feasibility Workshop Powerpoint Slides
- Meeting minutes from TPS and TWAS Blend Tank Feasibility Workshop (PDF)

Task 7.0 – Project Management

Engineer shall manage the coordination and oversight of the Engineer's staff and administration of the contract, including project management plan development, fieldwork safety plan, project resources oversight, quality, costs, deliverables and schedule, periodic status calls, monthly progress reporting, invoicing, and coordinating communications between the Engineer's staff and District staff. Engineer shall hold weekly progress meetings with the District Project Manager.

The project management plan shall include a quality assurance/quality control (QA/QC) plan. QA/QC reviews for deliverables shall be performed under each task. Additionally, Engineer shall maintain a risk register, action item log and decision log to track and document project risks, decisions, and action items. It is assumed that the duration of activities shall not exceed the 8-month schedule provided with this scope of work.

Assumptions:

- Project duration is eight (8) months.
- Extended schedule may require additional project management budget.

Deliverables:

- Monthly Project Status Reports.

4. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The labor multiplier for this work shall be 3.22 and the not-to-exceed amount shall be \$353,491. A summary of the anticipated distribution of cost and manpower between tasks is shown in Exhibit A.

We have incorporated into our fee proposal the known impacts of COVID-19 pandemic; we have not accounted for unknown future changes due to COVID-19 including without limitation, additional restrictions by government agencies on the availability of the site for access and/or delays to the project.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 Digester Efficiency Evaluation	\$353,491	Yes	Paul Eldredge
Total	\$353,491		

5. TIME OF COMPLETION

All work defined in this Task Order shall be completed by December 2023, subject to the conditions of Article 3 of the Agreement. The anticipated milestone dates are as follows:

<u>Activity</u>	<u>Estimated Dates</u>
Project Notice to Proceed	March 2023
Kickoff Workshop	April 2023
Gas Lance Mixing Feasibility Workshop	June 2023
Heat Loop Findings Workshop	July 2023
Submit Final Gas Lance and Heat Loop TMs	July 2023
Submit Final Sludge Blend Tank Feasibility TM	October 2023

6. KEY PERSONNEL

Key engineering personnel assigned to this Study are as follows:

<u>Role</u>	<u>Key Person to be Assigned</u>
Principal in Charge	Grace Chow
Project Manager	Adam Ross
Heat Loop Lead	Kenny Klittich
Digester Mixing Lead	Mary Lou Romero

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of _____ and therewith incorporate it as part of the Agreement.

DISTRICT

ENGINEER

UNION SANITARY DISTRICT

BROWN & CALDWELL

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

By: _____
Grace Chow, P.E.
Vice President

Date: _____

Date: _____

Union Sanitary District (CA) -- Digester Efficiency Evaluation - Exhibit A

Phase	Phase Description	Ross, Adam D Project Manager	Ingebrigtsen, Cara C Project Analyst	Romero Urbina, Mary Lou Digester Mixing Lead	Klittich, Kenneth D Heat Loop Lead	Knight, Tyler Heat Loop Modeler	Pagendam, Matthew R Electrical Engineer	Gagne, Daniel Structural Engineer	Dummer, Catherine A Cost Estimating	Chow, Grace C Principal in Charge	Andrews, Nancy E QA/QC	Total Labor Hours	Total Labor Effort	APC	Airfare	Supplies	Company Vehicles	Total Expense Effort	Total Effort
		\$344.83	\$190.72	\$225.14	\$268.93	\$204.82	\$309.60	\$266.58	\$225.50	\$379.80	\$295.15								
001	Review Background Information	26	0	34	34	54	10	10	0	2	0	170	43,346	1,360	3,000	0	250	4,610	47,956
100	Review Info	16	0	24	16	36	8	8	0	0	0	108	27,207	864	0	0	0	864	28,071
200	Site Visit and Interviews	8	0	8	16	16	0	0	0	0	0	48	12,140	384	3,000	0	250	3,634	15,774
300	Kick-Off Workshop	2	0	2	2	2	2	2	0	2	0	14	3,999	112	0	0	0	112	4,111
002	Heat Loop Data Collection	0	0	0	12	40	0	0	0	0	0	52	11,420	416	0	15,000	0	15,416	26,836
****	Default Task	0	0	0	12	40	0	0	0	0	0	52	11,420	416	0	15,000	0	15,416	26,836
003	Heat Loop Model	12	0	0	52	96	0	0	0	0	12	172	41,327	1,376	3,000	0	250	4,626	45,953
100	Develop Model	12	0	0	36	80	0	0	0	0	12	140	33,747	1,120	0	0	0	1,120	34,867
200	Site Visit	0	0	0	16	16	0	0	0	0	0	32	7,580	256	3,000	0	250	3,506	11,086
004	Heat Loop Analysis and Recommendations	20	0	0	32	62	26	0	24	2	8	174	44,784	1,392	0	0	0	1,392	46,176
100	Develop Heat Loop Alts TM	16	0	0	30	60	24	0	0	0	8	138	35,666	1,104	0	0	0	1,104	36,770
200	Cost Estimate	2	0	0	0	0	0	0	24	0	0	26	6,102	208	0	0	0	208	6,310
300	Heat Loop Alts Workshop	2	0	0	2	2	2	0	0	2	0	10	3,016	80	0	0	0	80	3,096
005	Gas Lance Feasibility Study	52	0	94	2	0	50	66	24	2	20	310	84,782	2,480	0	0	0	2,480	87,262
100	Develop Digester Mods	24	0	60	0	0	32	48	0	0	12	176	48,030	1,408	0	0	0	1,408	49,438
200	Cost Estimate	2	0	0	0	0	0	0	24	0	0	26	6,102	208	0	0	0	208	6,310
300	Gas Lance Feasibility TM	24	0	32	0	0	16	16	0	0	8	96	27,061	768	0	0	0	768	27,829
400	Gas Lance Workshop	2	0	2	2	0	2	2	0	2	0	12	3,590	96	0	0	0	96	3,686
006	Sludge Blend Tank Feasibility	52	0	82	0	0	40	32	24	2	12	244	67,021	1,952	0	0	250	2,202	69,223
100	Develop Blend Tank Alts	24	0	48	0	0	24	16	0	0	12	124	34,320	992	0	250	1,242	35,562	
200	Cost Estimate	2	0	0	0	0	0	0	24	0	0	26	6,102	208	0	0	0	208	6,310
300	Blend Tank Alts TM	24	0	32	0	0	16	16	0	0	0	88	24,699	704	0	0	0	704	25,403
400	Blend Tank Alts Workshop	2	0	2	0	0	0	0	0	2	0	6	1,900	48	0	0	0	48	1,948
007	Project Management	54	36	0	0	0	0	0	0	10	0	100	29,285	800	0	0	0	800	30,085
****	Default Task	54	36	0	0	0	0	0	0	10	0	100	29,285	800	0	0	0	800	30,085
GRAND TOTAL		216	36	210	132	252	126	108	72	18	52	1,222	321,965	9,776	6,000	15,000	750	31,526	353,491

Hours and Dollars are rounded to nearest whole number.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**FEBRUARY 27, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: Authorize the General Manager to Execute the Fourth Amendment to the Temporary Sewer Siphon Connection Agreement with Lennar Homes of California for the Gateway Station West, Bridgeway Development in the City of Newark (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Raymond Chau, Technical Services Work Group Manager

Recommendation

Staff recommends the Board authorize the General Manager to execute the Fourth Amendment to the Temporary Sewer Siphon Connection Agreement with Lennar Homes of California for the Gateway Station West, Bridgeway Development in the City of Newark, in the form attached subject to minor revisions that may be approved by the General Manager in consultation with the General Counsel.

Discussion

Lennar Homes has requested staff for a six-month extension to their Temporary Sewer Siphon Connection Agreement (Agreement) with the District. The Agreement allows Lennar to operate a temporary sewer siphon until a permanent gravity sewer main is constructed. To disconnect the temporary sewer siphon and install the permanent gravity sewer on Seawind Way in the City of Newark, Lennar will be required to close the Hickory Street-Seawind Way intersection. However, due to another developer's construction activities at the Hickory Street-Enterprise Drive intersection, the City did not allow Lennar to proceed with their work until the Enterprise Drive intersection is open. The two intersections are the major ingress and egress to the homes located west of Hickory Street.

Staff and Lennar executed a Third Amendment to the Agreement to extend the term of the Agreement for two months to February 28, 2023, under staff's authority to make minor revisions to the Agreement. This short extension was not enough because the wet weather events in December and January impacted the Hickory Street-Enterprise Drive intersection work, and Lennar now needs a longer extension.

Lennar anticipates they can begin their work in March 2023. The proposed Fourth Amendment will extend the term of the Agreement to August 31, 2023. In addition, the Fourth Amendment would require Lennar to provide an additional \$20,000 to reimburse the District for maintenance of the temporary siphon and an additional \$5,000 for administrative costs. The Fourth Amendment would also provide that all deposit amounts are non-refundable.

Background

The Gateway Station West, Bridgeway development is a 578-unit residential development constructed 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 was split into two phases. Phase 1 construction was completed in 2018. Phase 2 construction would allow the transfer of wastewater flows to the relocated force mains and abandonment of the existing force mains. Completion of Phase 2 construction would eliminate the conflict and allow the construction of the development's sewer main across Hickory Street.

To accommodate the continued development of Lennar's Bridgeway project and allow completed homes to be occupied, the District executed the Agreement in July 2020 to allow Lennar to construct a temporary sewer siphon under the existing force mains until the Phase 2 construction of the Twin Force Main Relocation Project was 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 Phase 2 construction of the Twin Force Main Relocation Project was expected to be completed by December 2020 but was delayed. Because of the delay, the District and Lennar executed a First Amendment that extended the term to August 15, 2021 and a Second Amendment that extended the term to December 30, 2022. The Second Amendment also required Lennar to reimburse the District for additional administrative costs. Subsequently, the Agreement was extended a third time to February 28, 2023.

The Phase 2 construction of the Twin Force Main Relocation Project was completed in June 2022.

Previous Board Action

July 13, 2020 – The Board approved and authorized the General Manager to execute the Temporary Sewer Siphon Connection Agreement with Lennar Homes of California for the Gateway Station West, Bridgeway Development in the City of Newark, subject to minor revisions that may be approved by the General Manager in consultation with the General Counsel.

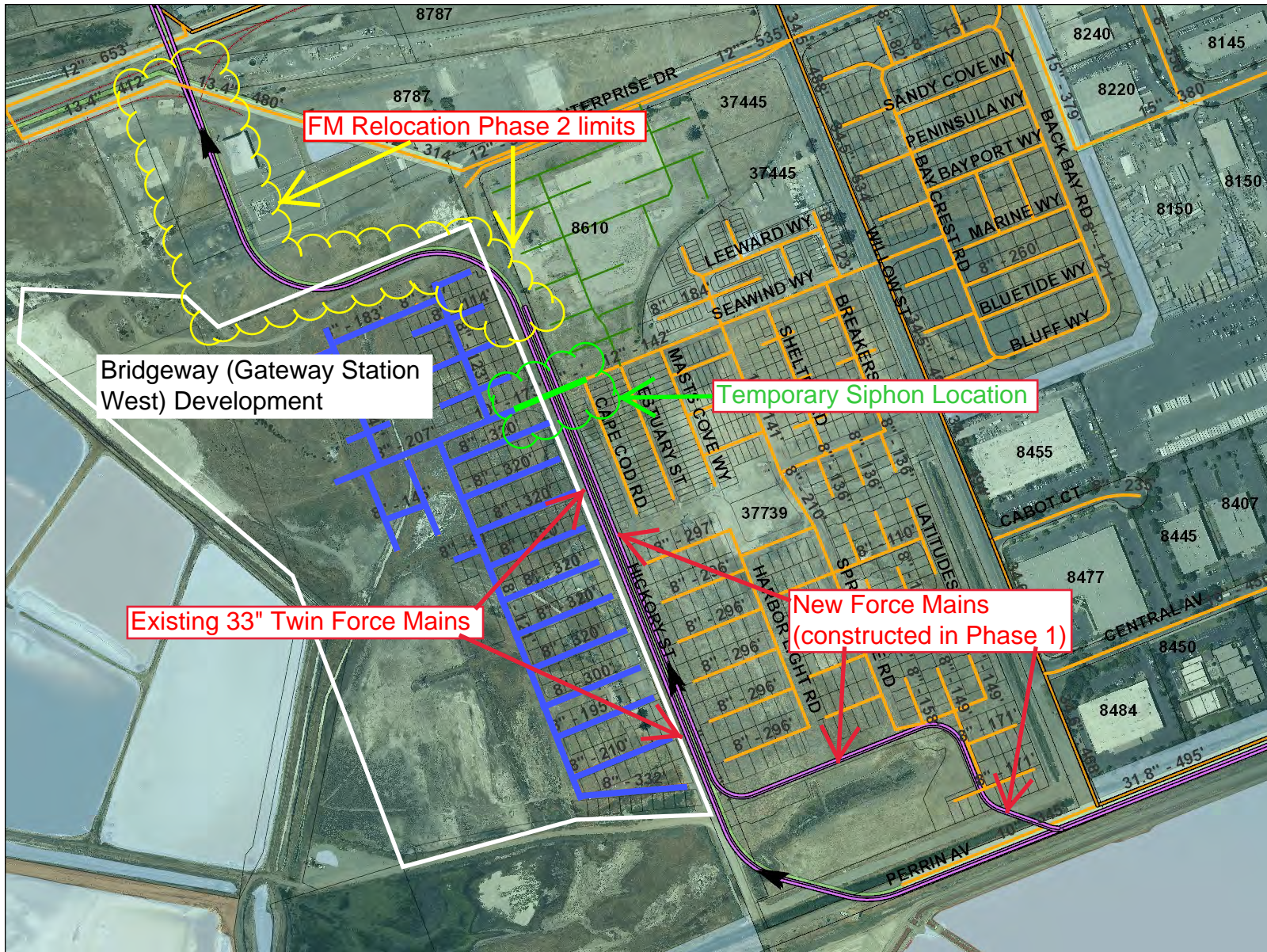
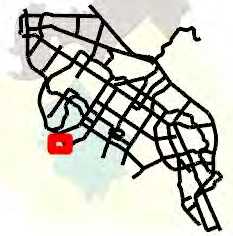
August 9, 2021 – The Board authorized the General Manager to execute the Second Amendment to the Temporary Sewer Siphon Connection Agreement with Lennar Homes of California for the Gateway Station West, Bridgeway Development in the City of Newark, subject to minor revisions that may be approved by the General Manager in consultation with the General Counsel.

Attachments: Location map

- Fourth Amendment to the Temporary Sewer Siphon Connection Agreement
- Temporary Sewer Siphon Connection Agreement
- First Amendment to the Temporary Sewer Siphon Connection Agreement
- Second Amendment to the Temporary Sewer Siphon Connection Agreement
- Third Amendment to the Temporary Sewer Siphon Connection Agreement



Location Map



Legend

- Sewer Sheet Pile History
- Sewer Mains**
 - <all other values>
 - EBDA outfall
 - Forcemain
 - Gravity main
 - Overflow main
 - Siphons
 - Trunk Main
- Railroad / BART**
 - <all other values>
 - BART
- Public Right of Way
- Private Right of Way
- Usage Area
- Sewer Easements
- Parcels**
 - <all other values>
 - Alameda Cnty Flood Cntrl
- Bodies of Water
- City Boundary**
 - <all other values>
 - Fremont
 - Newark
 - Union City

500.0 0 250.00 500.0 Feet



1: 6,000



Printed: 7/6/2016 8:04:16 AM

For USD use only

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.

Notes

**FOURTH AMENDMENT TO
TEMPORARY SEWER SIPHON CONNECTION AGREEMENT**

This FOURTH AMENDMENT TO TEMPORARY SEWER SIPHON CONNECTION AGREEMENT (this "***Fourth Amendment***"), dated as of _____ (the "***Effective Date***"), is made by and among Lennar Homes of California Inc., a California Corporation ("***Lennar***"), and Union Sanitary District, a California sanitary district ("***District***"). Lennar and District are referred to herein sometimes each as a "***Party***" and collectively as the "***Parties.***"

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***").

C. On August 13, 2021, District and Lennar entered into that certain Second Amendment to Temporary Sewer Siphon Connection Agreement to: (a) extend the term for an additional 502 days; and (b) provide for Lennar to reimburse District's administrative costs associated with the amendment (the "***Second Amendment***").

D. On December 27, 2022, District and Lennar entered into that certain Third Amendment to Temporary Sewer Siphon Connection Agreement to extend the term until February 28, 2023 (the "***Third Amendment***"). The Original Agreement, First Amendment, Second Amendment and Third Amendment are referred to herein as the "***Agreement.***"

D. The Parties now desire to amend the Agreement to: (a) extend the term for an additional six months, until August 31, 2023; (b) increase Lennar's Maintenance Deposit by an additional \$20,000 due to the term extensions, and provide that the entire deposit is non-refundable; and (c) increase Lennar's deposit for administrative expenses by an additional \$5,000 due to the term extensions, and provide that the entire deposit is non-refundable.

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

1. Amendment of Section 1, Term. 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) August 31, 2023.”

2. Amendment of Section 4, Maintenance of Temporary Siphon. Section 4, Maintenance of Temporary Siphon, is hereby deleted and replaced with the following: “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 deposited the amount of \$20,000 (“**Initial Maintenance Deposit**”) with District, as a reasonable estimate of District’s maintenance costs. Concurrently with execution of the Fourth Amendment, Lennar shall deposit an additional amount of \$20,000 with District, as a reasonable estimate of District’s additional maintenance costs (“**Additional Maintenance Deposit**”). The Initial Maintenance Deposit and Additional Maintenance Deposit shall be referred to as the “**Maintenance Deposit.**” The Maintenance Deposit shall be retained by District and is non-refundable. 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.”

3. Amendment of Section 2, Administrative Costs, of Second Amendment. Section 2 of the Second Amendment, Administrative Costs, is hereby deleted and replaced with the following: “In addition to any other deposits or payments under the Agreement, concurrent with execution of the Second Amendment, Lennar deposited the amount of \$5,000 (“**Initial 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**”). Concurrently with execution of the Fourth Amendment, Lennar deposited the additional amount of \$5,000 with District for reimbursement of additional District Expenses (“**Additional District Expenses Deposit**”). The Initial District Expenses Deposit and the Additional District Expenses Deposit shall be referred to as the “**District Expenses Deposit.**” The entire amount of the Direct Expenses Deposit shall be retained by District and is non-refundable.”

4. Agreement in Full Force and Effect. Except as amended by this Fourth Amendment, the Agreement remains in full force and effect.

[signatures follow on next page]

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

Date: _____

"District"

Union Sanitary District,
a California sanitary district

By: _____

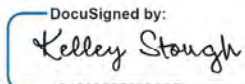
Name: Paul R. Eldredge, P.E.

Title: General Manager/District Engineer

Date: February 17, 2023

"Lennar"

Lennar Homes of California Inc.,
a California corporation

By:  _____
1243022322494CD...

Name: Kelley Stough

Title: Vice President

TEMPORARY SEWER SIPHON CONNECTION AGREEMENT

This TEMPORARY SEWER SIPHON CONNECTION AGREEMENT (this "**Agreement**"), dated as of July 16, 2020, 2020 (the "**Effective Date**"), is made by and among Lennar Homes of California Inc., a California Corporation ("**Lennar**"), and Union Sanitary District, a California sanitary district ("**District**"). Lennar and District are referred to herein sometimes each as a "**Party**" and collectively 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. Term. 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. Temporary Siphon. 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**").

3. 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 satisfactorily 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. Indemnity and Hold Harmless. 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. Timing of Permanent Sewer Connection. 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.

8. 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. Counterparts. 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. Interpretation. 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. Time is of the Essence. 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:

Lennar Homes of California
2603 Camino Ramon, Suite 525
San Ramon, CA 94583
Attn: Chad Kiltz

If to District:

Union Sanitary District
5072 Benson Road
Union City, CA 94587
Attn: Rollie Arbolante, P.E.

Telephone: (925) 327-8301
Email: Chad.Kiltz@Lennar.com

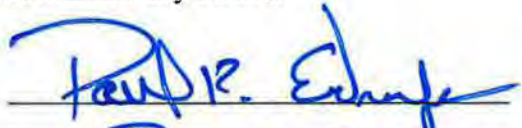
Principal Engineer
Telephone: (510) 477-7500
Email: rolliea@unionsanitary.ca.gov

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: Paul R. Edwards

Title: General Manager

By: _____

Name: _____

Title: _____

Date: 7/8/20

“Lennar”

Lennar Homes of California Inc.,
a California corporation

By: 

Name: Chad Kiltz

Title: VP

Exhibit A

Temporary Siphon Plan

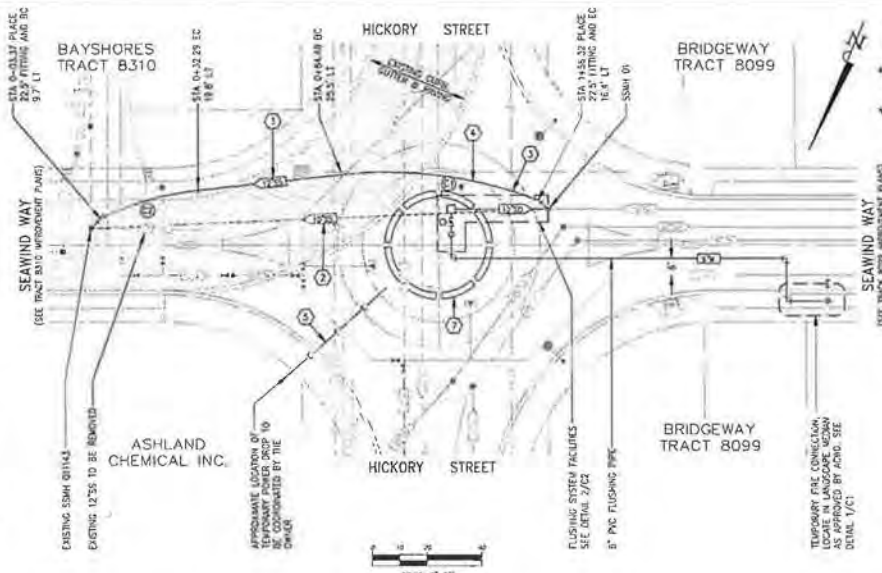
[Attached]

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 AUTOWARD FLUSHING. ALSO MECHANICAL TRAVEL STOPS IN THE VALVE ACTUATOR MAY BE POSITIONED BY USD STAFF TO RESTRICT THE MAXIMUM FLOW OF THE AUTOWARD FLUSHING SYSTEM IF NECESSARY.
3. IF IT IS ANTICIPATED THAT USD WILL CLEAN THE SIPHON BY JETTING AT A FREQUENCY OF ONCE PER MONTH.
4. THE AUTOMATED FLUSHING CONTROLLER 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:

1. 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.
2. FUTURE 10" GRAVITY SEWER PIPE WILL BE CONSTRUCTED BY OTHERS PRIOR TO THE EXISTING SIPHON PIPE BEING ABANDONED.
3. THE METHOD OF CONSTRUCTION SHALL BE NON-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 BUREAU 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.
5. 2" PVC ELECTRICAL CONDUIT, CAP BOTH ENDS. OWNER WILL COORDINATE A 120V POWER SERVICE TO THE ELECTRONIC TIME SWITCH.
6. ALL CONSTRUCTION DEPICTED ON THIS SHEET SHALL BE ACCOMPLISHED ACCORDING TO UNION SANITARY DISTRICT AND ALAMEDA COUNTY WATER DISTRICT STANDARDS.
7. TEMPORARY DECOACTIVE PLANTER BARRICADE SHALL BE PLACED IN CENTER OF ROUNDABOUT TO PROTECT FLUSHING SYSTEM FACILITIES.

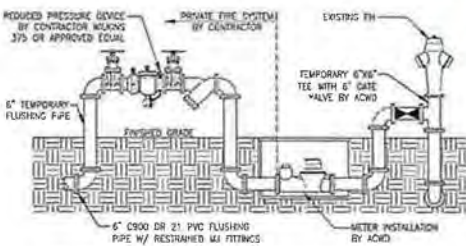


SIPHON PIPE CURVE TABLE (AT CENTER LINE)

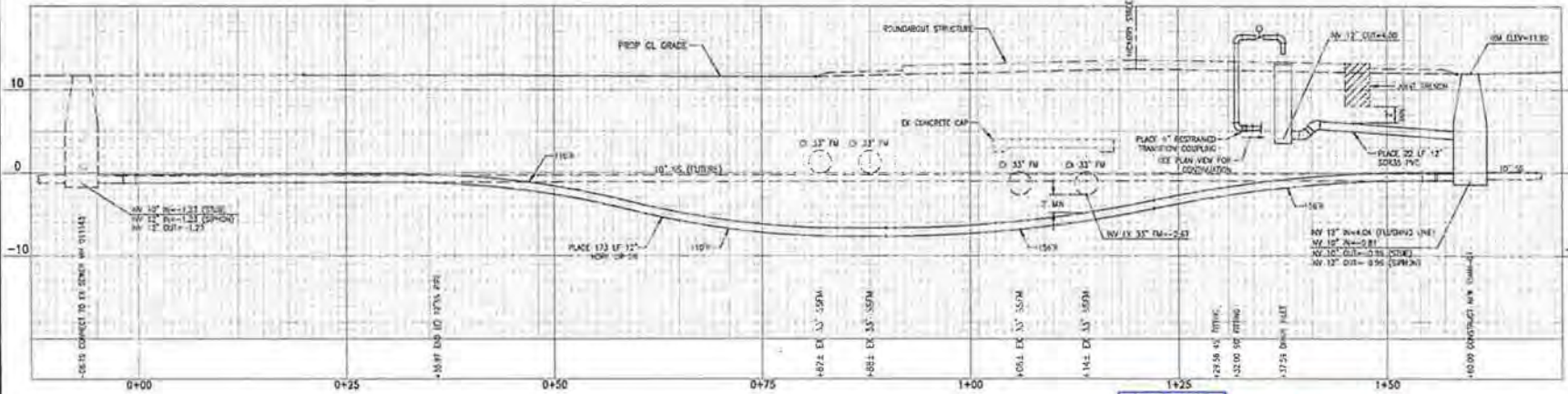
NO.	RADIUS (HORZ)	RADIUS (VERT)	DELTA	LENGTH
1	156.00'	156.00'	26°50'14"	71.57'
2	110.00'	N/A	19°24'20"	35.25'

* PIPE CURVE C1 REPRESENTS A COMPOUND CURVE, SEE PROFILE DRAWING.

- NOTES:**
1. ACWO HAS ALLOWED THE INSTALLATION OF A FLANGED TEE AND VALVE AT THE SHOWN FIRE HYDRANT LOCATION IN ORDER TO PROVIDE TEMPORARY SEWER SIPHON FLUSHING WATER FOR "BRIDGEWAY" (TRACT 8099).
 2. ACWO REQUIRES THAT THE CONNECTION TO THE ACWO 6" VALVE SHALL BE MADE UNDER ACWO INSPECTION AND THE REDUCED PRESSURE BACKFLOW PREVENTER MUST BE TESTED AND APPROVED BY ACWO'S CROSS-CONNECTION DEPARTMENT.
 3. THIS CONNECTION AND WATER SOURCE IS ONLY TO BE USED FOR TEMPORARY SEWER SIPHON FLUSHING WATER AND SHALL NOT BE USED FOR ANY OTHER PURPOSE. NO DOMESTIC WATER USAGE SHALL BE PERMITTED THROUGH THIS CONNECTION.
 4. PRIOR TO FLUSHING SYSTEM INSTALLATION, CONTRACTOR TO CONTACT ACWO'S CROSS-CONNECTION DEPARTMENT FOR INSPECTION OF BACKFLOW PREVENTER. PLEASE CONTACT ACWO CROSS-CONNECTION REPRESENTATIVE ANDREW TOMAS AT 510-566-8515.
 5. CONTRACTOR TO CONTACT ACWO OPERATIONS DEPARTMENT AT 510-656-6500 FOR OPERATION OF VALVE ON EXISTING FIRE HYDRANT LATERAL.
 6. 6" W PIPE SHALL HAVE 12" MINIMUM VERTICAL CLEARANCE WHEN CROSSING OTHER UTILITIES.



1 TEMPORARY FIRE HYDRANT CONNECTION DETAIL
1/8" SCALE



PROFILE
SCALE: HORIZ 1"=40'
VERT 1"=4'

APPROVED
Jul 07 2020
CITY OF NEWARK PUBLIC WORKS

TRACT 8099 BRIDGEWAY PH 1
NOTE: INCORPORATE CHANGE ON TO RECORD DRAWINGS OR REVISION, WHENEVER CORRECTED.

DESIGN ENGINEER (COLEMAN ENGINEERING)
PLANS PREPARED UNDER THE DIRECTION OF:

CHAO R. COLEMAN RCE NO. 56490
EXPIRES 6-30-21

DATE: JULY 7, 2020

CITY OF NEWARK TRACT 8099

IMPROVEMENT PLANS
INTERIM SEWER CONNECTION

PHASE 1
SHEET NUMBER
C1
91 of 92 SHEETS
JOB NUMBER
1496-050

DATE: JULY 7, 2020



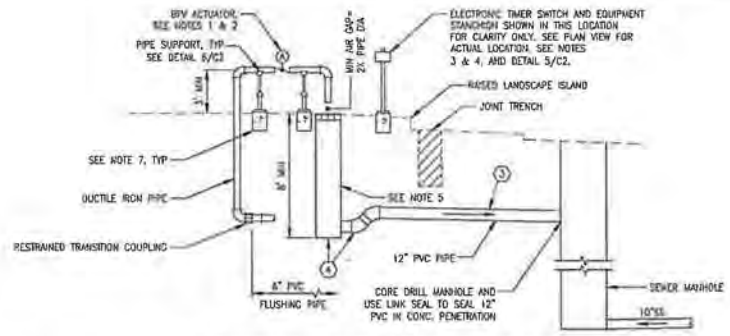
FIELD CHANGE #3 - INTERIM SEWER SIPHON

COLEMAN ENGINEERING
1326 BRIDGEWAY
SUITE 200
ROSELAND, CA 95676
(916) 751-1188

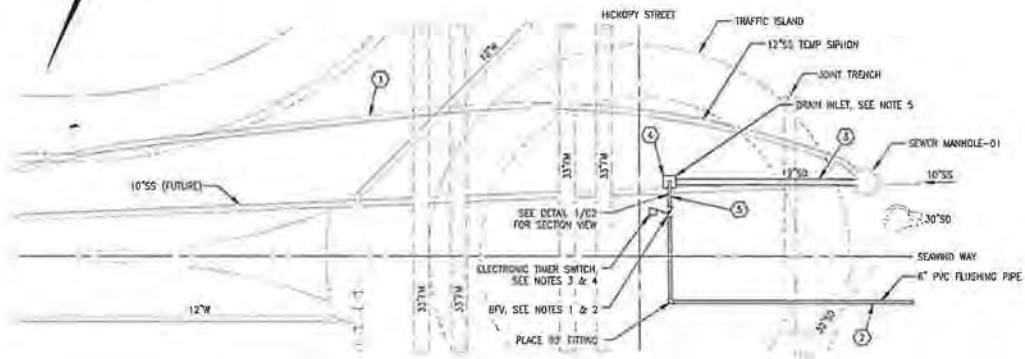


IMPROVEMENT PLANS FOR TRACT 8099 BRIDGEWAY

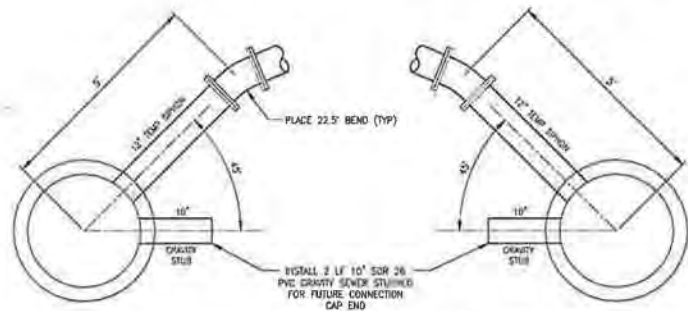
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA



1 AUTOMATED FLUSHING SYSTEM SECTION VIEW
NO SCALE



2 AUTOMATED FLUSHING SYSTEM PLAN VIEW
NO SCALE



3 SSMH-00 PLAN VIEW
NO SCALE

4 SSMH-01 PLAN VIEW
NO SCALE

AUTOMATED FLUSHING SYSTEM NOTES

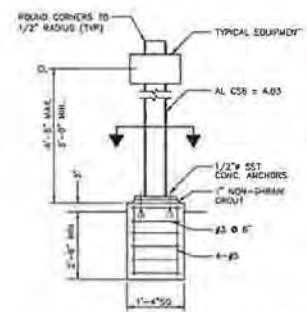
1. BUTTERFLY VALVE SHALL BE A BRAY SERIES 30, OR APPROVED EQUAL.
2. ACTUATOR SHALL BE A BRAY SERIES 70, OR APPROVED EQUAL. ACTUATOR SHALL INCLUDE A WEATHERPROOF ENCLOSURE, MANUAL TRAVEL STOPS THAT ARE FIELD ADJUSTABLE, AND A MANUAL OVERRIDE HANDWHEEL.
3. ELECTRONIC TIME SWITCH SHALL BE HYPERMATIC CHANGE, OR APPROVED EQUAL. TIME SWITCH SHALL BE PROVIDED IN A WEATHER-PROOF, LOCKABLE ENCLOSURE MOUNTED TO THE EQUIPMENT STATION.
4. CONNECT TEMPORARY 120V POWER SUPPLY TO THE ELECTRONIC TIME SWITCH USING MATERIALS AND METHODS CONSISTENT WITH ALL APPLICABLE BUILDING AND ELECTRICAL CODES.
5. DRAIN INLET BOX SHALL BE DURA-DRAIN P36 W/ GALVANIZED STEEL GRATE, OR APPROVED EQUAL.
6. CONTRACTOR SHALL PROVIDE SUBMITTALS OF ALL MATERIALS, EQUIPMENT AND METHODS TO THE ENGINEER FOR REVIEW PRIOR TO PRODUCTION AND CONSTRUCTION.
7. CONCRETE BASE, CONSTRUCT PER THE BASE SHOWN IN DETAIL 5.
8. DEVELOPER TO RAJ FOR POWER AND WATER USED TO OPERATE THE TEMPORARY BYPASS.

ABANDONMENT NOTES

1. 12\"/>



TRACT 8099 BRIDGEWAY PH 1
NOTE: INCORPORATE CHANGE
ON TO RECORD DRAWINGS OR
REVISION, WHICHEVER COMES
FIRST.



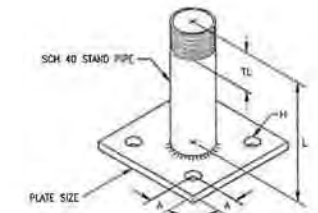
5 EQUIPMENT STANCHION DETAIL
NO SCALE

- NOTES:
1. ALL SUPPORT COMPONENTS TO BE GALVANIZED.
 2. ALL BOLTS TO BE STAINLESS STEEL (TYPE 304).

DIMENSIONS - WEIGHTS

PIPE SIZE	A	B	C	C MAX.	APPROX. WT./100
6	3	2-1/2	9-7/16	13-9/16	1595

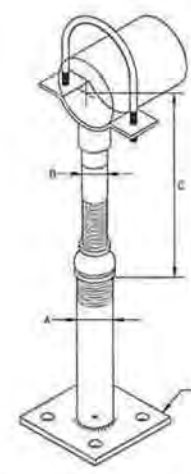
EATON E3092 ADJUSTABLE PIPE SADDLE SUPPORT WITH YOKE
N.T.S.



DIMENSIONS - WEIGHTS

STAND PIPE SIZE	A	H	PLATE SIZE	TL	APPROX. WT./100
3	1-1/2	13/16	3/8X12X12	1-1/2	2624

EATON B3088
THREADED STAND PIPE
N.T.S.



6 PIPE SUPPORT DETAIL
NO SCALE

FIELD CHANGE #3 - INTERIM SEWER SIPHON

COLEMAN ENGINEERING
1358 BLUE LANE BOULEVARD
ROSELAND, NJ 07068
(910) 781-1180



IMPROVEMENT PLANS
FOR
TRACT 8099
BRIDGEWAY
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

PHASE 1
SHEET NUMBER
C2
82 OF 82 SHEETS
JOB NUMBER
1496-050

CITY OF NEWARK
IMPROVEMENT PLANS
INTERIM SEWER CONNECTION

PROJECT: E3092 PH 1
DATE: JULY 1, 2020

TRAC 8099

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.
3. IT IS ANTICIPATED THAT USD WILL CLEAN THE SIPHON BY JETTING AT A FREQUENCY OF ONCE PER MONTH.
4. 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:

- ① 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.
- ② FUTURE 10" GRAVITY SEWER PIPE WILL BE CONSTRUCTED BY OTHERS PRIOR TO THE EXISTING SIPHON PIPE BEING ABANDONED.
- ③ 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.
- ⑤ 2" PVC ELECTRICAL CONDUIT. CAP BOTH ENDS. OWNER WILL COORDINATE A 120V POWER SERVICE TO THE ELECTRONIC TIME SWITCH.
- ⑥ 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**

This FIRST AMENDMENT TO TEMPORARY SEWER SIPHON CONNECTION AGREEMENT (this “*First Amendment*”), dated as of June 11, 2021, (the “*Effective Date*”), is made by and among Lennar Homes of California Inc., a California Corporation (“*Lennar*”), and Union Sanitary District, a California sanitary district (“*District*”). Lennar and District are referred to herein sometimes each as a “*Party*” and collectively as the “*Parties*.”

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. Amendment of Section 1, Term. 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. Agreement in Full Force and Effect. 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: June 11, 2021

“**District**”

Union Sanitary District,
a California sanitary district

By: DocuSigned by:
Paul R. Eldredge
1513E773AC9E4E8...

Name: Paul R. Eldredge

Title: General Manager

Date: June 11, 2021

“**Lennar**”

Lennar Homes of California Inc.,
a California corporation

By: DocuSigned by:
Brian Olin
B42825C3567A493...

Name: Brian Olin

Title: Vice President

**SECOND AMENDMENT TO
TEMPORARY SEWER SIPHON CONNECTION AGREEMENT**

This SECOND AMENDMENT TO TEMPORARY SEWER SIPHON CONNECTION AGREEMENT (this "**Second Amendment**"), dated as of August 13, 2021, 2021 (the "**Effective Date**"), is made by and among Lennar Homes of California Inc., a California Corporation ("**Lennar**"), and Union Sanitary District, a California sanitary district ("**District**"). Lennar and District are referred to herein sometimes each as a "**Party**" and collectively as the "**Parties**."

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. Amendment of Section 1, Term. 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.

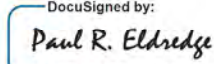
3. Agreement in Full Force and Effect. Except as amended by this Second Amendment, the Agreement remains in full force and effect.

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

Date: August 13, 2021

"District"

Union Sanitary District,
a California sanitary district

By: 
91F3D7DCBD12473

Name: Paul R. Eldredge, P.E.

Title: General Manager/District Engineer

Date: 7/23/2021

"Lennar"

Lennar Homes of California Inc., a California corporation

By: 
1243822322494CD

Name: Kelley Stough

Title: Vice President

**THIRD AMENDMENT TO
TEMPORARY SEWER SIPHON CONNECTION AGREEMENT**

This THIRD AMENDMENT TO TEMPORARY SEWER SIPHON CONNECTION AGREEMENT (this "**Third Amendment**"), dated as of December 27, 2022 (the "**Effective Date**"), is made by and among Lennar Homes of California Inc., a California Corporation ("**Lennar**"), and Union Sanitary District, a California sanitary district ("**District**"). Lennar and District are referred to herein sometimes each as a "**Party**" and collectively as the "**Parties**."

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**").

C. On August 13, 2021, District and Lennar entered into that certain Second Amendment to Temporary Sewer Siphon Connection Agreement to: (a) extend the term for an additional 502 days; and (b) provide for Lennar to reimburse District's administrative costs associated with the amendment (the "**Second Amendment**"). The Original Agreement, First Amendment and Second Amendment are referred to herein as the "**Agreement**."

D. The Parties now desire to amend the Agreement to extend the term until February 28, 2023.

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

1. Amendment of Section 1, Term. 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) February, 28, 2023."

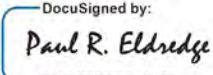
2. Agreement in Full Force and Effect. Except as amended by this Third Amendment, the Agreement remains in full force and effect.

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

Date: December 27, 2022

"District"

Union Sanitary District,
a California sanitary district

By: 
01F3D7DC8B12472

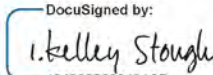
Name: Paul R. Eldredge, P.E.

Title: General Manager/District Engineer

Date: December 27, 2022

"Lennar"

Lennar Homes of California Inc.,
a California corporation

By: 
1243622322494CD

Name: Kelley Stough

Title: Vice President



USD TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**FEBRUARY 27, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM #12**

TITLE: COVID-19 and AB 361 Update (*This is an Information Item*)

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

Recommendation

1. Receive an update from the General Manager on the District's COVID-19 response and staffing levels.
2. Receive an update from the General Manager and General Counsel on AB 361 and the return to in-person meetings.

Discussion

AB 361 allows public agencies to hold teleconferenced meetings if the legislative bodies make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing. The Board has adopted resolutions at least every 30 days starting on October 25, 2021, authorizing the use of teleconference meetings. Since the Board meeting of March 28, 2022, the Board has been scheduling teleconference meeting for committees and phasing-in in-person meetings for the Board.

As discussed at earlier Board meetings, the Governor has announced that the COVID-19 State of Emergency will end on February 28, 2023. Although AB 361 does not sunset until January 1, 2024, we will no longer be able to make the findings required to hold teleconference meetings under AB 361 after the expiration of the State of Emergency. Therefore, unless there is any change regarding the State of Emergency, starting on March 1, the Board will be returning to

in-person Board Meetings, which includes Regular Board Meetings, Closed Sessions, Board Workshops, Committee Meetings, and any other Special Board Meetings.

In addition, when the Board formally changed the Board meeting time to 4:00 pm in July 2021, there was direction to implement this change for a six-month trial period that would start when the Board returns to in-person meetings. Therefore, when the Board returns to in-person meetings in March, the clock on that six-month trial period will start. At the end of the trial period, staff will bring a discussion item to the Board to discuss whether to continue holding meetings at 4:00 pm.

This agenda item also includes the COVID-19 Update from the General Manager.

Background

AB 361 was signed into law by the Governor on September 16, 2021, and amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology as long as there is a “proclaimed state of emergency” by the Governor. This allowance also depends on state or local officials imposing or recommending measures that promote social distancing or a legislative body finding that meeting in person would present an imminent safety risk to attendees. Though adopted in the context of the pandemic, AB 361 will allow for virtual meetings during other proclaimed emergencies, such as earthquakes or wildfires, where physical attendance may present a risk.

AB 361 prohibits councils and boards from limiting public comments to those submitted in advance of the meeting and specifies that the legislative body “must provide an opportunity for the public to ... offer comment in real time.” (Government Code 54953(e)(2)(E).) Additionally, the body must allow a reasonable time for public comment during the comment periods. The District allows for email comments to be submitted throughout Board meeting and the Board Clerk checks for emails continuously, including during the public comment portion for each agenda item.

The agenda must include information on the manner in which the public may access the meeting and provide comments remotely. AB 361 provides that if technical problems arise that result in the public’s access being disrupted, the legislative body may not take any vote or other official action until the technical disruption is corrected and public access is restored.

In addition, as noted in the Discussion section above, AB 361 requires public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing. AB 361 will sunset on January 1, 2024.

Previous Board Action

The Board has adopted resolutions at least every 30 days starting on October 25, 2021, authorizing the use of teleconference meetings.

July 12, 2021 – Adopted Resolution No. 2928 Setting the Time and Place for Holding Regular Meetings of the Union Sanitary District Board of Directors, with a start time of 4:00 pm, and review approximately six months after meetings return in-person.

**UNION SANITARY DISTRICT
CHECK REGISTER
01/28/2023-02/17/23**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
183333	2/16/2023	114	800532.8	W.M. LYLES CO	MP - AERATION BASIN MODIFICATIONS		
						\$2,297,403.65	\$2,297,403.65
183217	2/9/2023	143	800452.8	CLARK CONSTRUCTION GROUP CA LP	STANDBY POWER SYSTEM UPGRADE		
						\$347,021.69	\$347,021.69
183290	2/16/2023	114	2011801010	HAZEN AND SAWYER	MP - AERATION BASIN MODIFICATIONS		
	2/16/2023	114	201180115		CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$94,901.34	\$309,811.34
						\$214,910.00	
183251	2/9/2023	110	34566	SYNAGRO WEST LLC	NOV 2022 BIOSOLIDS DISPOSAL		
	2/9/2023	110	35329		DEC 2022 BIOSOLIDS DISPOSAL	\$157,231.77	\$303,869.38
						\$146,637.61	
183244	2/9/2023	143	192171	PSOMAS CORP	STANDBY POWER SYSTEM UPGRADE		
	2/9/2023	114	192314		AERATION BASIN MODIFICATIONS	\$59,029.83	\$276,319.82
						\$217,289.99	
183337	2/16/2023	143	900528.13	WESTERN WATER	AERATION BLOWER 11 (HIGH SPEED)		
						\$191,219.95	\$191,219.95
183310	2/16/2023	114	20230213	PACIFIC GAS AND ELECTRIC	SHUTOFF FEE - ETSU PHASE 1A AB MODS PROJECT		
						\$160,466.38	\$160,466.38
183334	2/16/2023	114	800532.8E	W.M. LYLES CO	MP - AERATION BASIN MODIFICATIONS - ESCROW		
						\$120,915.98	\$120,915.98

**UNION SANITARY DISTRICT
CHECK REGISTER
01/28/2023-02/17/23**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
183311	2/16/2023	170	013720230209	PACIFIC GAS AND ELECTRIC	SERV TO 02/02/23 BOYCE RD PS	\$2,936.81	\$103,180.53
	2/16/2023	170	096020230206		SERV TO 01/30/23 CATHODIC PROJECT	\$24.32	
	2/16/2023	170	140120230209		SERV TO 02/01/23 IRVINGTON PS	\$10,521.86	
	2/16/2023	110	170120230131		SERV TO 01/19/2023 PLANT	\$61,173.39	
	2/16/2023	170	380420230206		SERV TO 01/30/23 CHERRY ST PS	\$656.29	
	2/16/2023	170	666720230206		SERV TO 01/30/23 PASEO PADRE PS	\$559.24	
	2/16/2023	170	761520230131		SERV TO 01/24/23 NEWARK PS	\$26,964.78	
	2/16/2023	170	898220230206		SERV TO 01/30/23 FREMONT PS	\$343.84	
183243	2/9/2023	110	1704984	POLYDYNE INC	44,880 LBS CLARIFLOC C-6267	\$90,029.94	\$90,029.94
183226	2/9/2023	114	2011800423	HAZEN AND SAWYER	ETSU PHASE 1B PROJECT	\$39,483.75	\$54,283.75
	2/9/2023	143	2011800713		PUMP STATION ASSET CONDITION ASSESSMENT	\$3,460.00	
	2/9/2023	150	2011800813		INTERIM CIP COACH SERVICES - DEC 22	\$11,340.00	
183282	2/16/2023	110	1424360	DEPARTMENT OF GENERAL SERVICES	SERV: DEC 2022 PLANT	\$35,254.44	\$35,254.44
183326	2/16/2023	110	50870625	UNIVAR SOLUTIONS USA INC	4892.8 GALS SODIUM HYPOCHLORITE	\$7,760.81	\$31,059.73
	2/16/2023	110	50873993		4893.1 GALS SODIUM HYPOCHLORITE	\$7,761.28	
	2/16/2023	110	50885394		4893.9 GALS SODIUM HYPOCHLORITE	\$7,762.56	
	2/16/2023	110	50890242		4901.8 GALS SODIUM HYPOCHLORITE	\$7,775.08	

**UNION SANITARY DISTRICT
CHECK REGISTER
01/28/2023-02/17/23**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
183255	2/9/2023	110	50855559	UNIVAR SOLUTIONS USA INC	4799.8 GALS SODIUM HYPOCHLORITE		
						\$7,613.29	\$23,134.91
	2/9/2023	110	50855560		4892.8 GALS SODIUM HYPOCHLORITE		
						\$7,760.81	
	2/9/2023	110	50863174		4892.8 GALS SODIUM HYPOCHLORITE		
						\$7,760.81	
183257	2/9/2023	122	142463	VALLEY OIL COMPANY	6,505 GALS UNLEADED 10% ETHANOL GAS		
						\$21,969.60	\$21,969.60
183270	2/16/2023	143	11470214	BROWN & CALDWELL CONSULTANTS	STANDBY POWER SYSTEM UPGRADE		
						\$21,770.53	\$21,770.53
183335	2/16/2023	121	50966	WECO INDUSTRIES LLC	240 GAL SANAFOAM VAPOROOTER		
						\$21,651.83	\$21,651.83
183328	2/16/2023		533620230123	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - JANUARY 2023		
						\$21,622.01	\$21,622.01
183281	2/16/2023	173	10644633367	DELL MARKETING LP C/O DELL USA	DELL DESKTOPS		
						\$21,519.87	\$21,519.87
183314	2/16/2023	143	800516.6	POWER ENGINEERING CONSTRUCTION	FORCE MAIN CORROSION REPAIRS PROJECT PHASE 3		
						\$20,229.32	\$20,229.32
183262	2/16/2023	170	4047286120230203	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 02/01/23 - PASEO PADRE		
						\$58.94	\$17,253.25
	2/16/2023	110	4071036120230124		SERV TO:01/23/23-BENSON ROAD		
						\$10,159.31	
	2/16/2023	120	4111993720230201		SERV TO: 01/31/23-MTR HYD B34041339		
						\$903.74	
	2/16/2023	120	4111994020230201		SERV TO: 01/31/23-MTR HYD B15000283		
						\$747.64	
	2/16/2023	120	4111994120230201		SERV TO: 01/31/23-MTR HYD B16583493		
						\$747.64	
	2/16/2023	120	4111994220230201		SERV TO: 01/31/23-MTR HYD B16583492		
						\$1,081.38	
	2/16/2023		4111994320230201		SERV TO: 01/31/23-MTR HYD B15072357		
						\$753.03	
	2/16/2023	120	4111996820230201		SERV TO: 01/31/23-MTR HYD B19329007		
						\$779.94	
	2/16/2023	120	4111996920230201		SERV TO: 01/31/23-MTR HYD B29454468		
						\$1,398.99	
	2/16/2023	120	4112871220230201		SERV TO: 01/31/23-MTR HYD B18105181		
						\$622.64	

**UNION SANITARY DISTRICT
CHECK REGISTER
01/28/2023-02/17/23**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
183208	2/9/2023		B07WFS	BENEFIT COORDINATORS CORP	DELTA DENTAL AND VSP STMT - FEB 2023	\$3,729.20	\$16,081.96
	2/9/2023		B07XFY		DELTA DENTAL CLAIMS - JAN 2023	\$12,352.76	
183286	2/16/2023	143	326793	CITY OF FREMONT	PERMIT: IRVINGTON BASIN RCP REHABILITATION	\$14,805.36	\$14,805.36
183224	2/9/2023	120	751268	GREAT SPORTS INC	1 ELECTRIC GOLF TRUCK	\$14,500.00	\$14,500.00
183238	2/9/2023	111	677200	MILES CHEMICAL CO INC	3009.62 GALS CAPTOR	\$12,332.67	\$12,332.67
183312	2/16/2023	170	23107	PACIFIC WATER RESOURCES	PUMP REBUILD KIT	\$10,932.29	\$10,932.29
183273	2/16/2023		20230214	STATE OF CALIFORNIA	SALES & USE TAX 01/01/23 - 01/31/2023	\$10,256.48	\$10,256.48
183210	2/9/2023	170	22317	BLUE SKY ENVIRONMENTAL INC	COGEN EMISSIONS TESTING	\$9,610.00	\$9,610.00
183232	2/9/2023		374322230201	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - FEB 2023	\$9,489.54	\$9,489.54
183213	2/9/2023	173	47934	CDW GOVERNMENT LLC	MIMECAST LICENSING AND SUPPORT	\$8,441.25	\$8,441.25
183299	2/16/2023	110	9017779311	KEMIRA WATER SOLUTIONS INC	45,940 LBS FERROUS CHLORIDE	\$7,843.87	\$7,843.87
183269	2/16/2023	121	305527	BRENNTAG PACIFIC INC	2552 LBS SODIUM HYDROXIDE	\$2,207.37	\$6,602.18
	2/16/2023	121	305528		5104 LBS SODIUM HYDROXIDE	\$4,394.81	
183254	2/9/2023	171	911768942	THE LINCOLN ELECTRIC COMPANY	TORCHMATE PLASMA TABLE 2-DAY ONSITE TRAINING	\$5,250.00	\$6,585.77
	2/9/2023	171	911772616		PLASMA TABLE CAD UPGRADE	\$1,335.77	
183245	2/9/2023		73703	R.D. KINCAIDE INC	10 PATCH KITS	\$6,312.75	\$6,312.75
183220	2/9/2023		7934	ENERGY CHOICE INC	ASTD COGEN PARTS	\$5,034.28	\$5,775.75
	2/9/2023		8107		ASTD COGEN PARTS	\$741.47	
183320	2/16/2023	170	5528305	SEMITORR GROUP INC	WASTE GAS BURNER REGULATOR 2	\$5,548.50	\$5,548.50

**UNION SANITARY DISTRICT
CHECK REGISTER
01/28/2023-02/17/23**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
183329	2/16/2023	171	62050	USA SCALES INC	TRUCK SCALE INDICATOR REPLACEMENT		
						\$4,793.55	\$4,793.55
183253	2/9/2023		30082315	THE ADAM HILL COMPANY	5 HOSES		
						\$3,834.84	\$3,834.84
183205	2/9/2023		19392173	AT&T	SERV: 12/20/22 - 01/19/23		
						\$24.58	\$3,687.64
	2/9/2023		19392175		SERV: 12/20/22 - 01/19/23		
						\$3,413.75	
	2/9/2023		19392197		SERV: 12/20/22 - 01/19/23		
						\$249.31	
183289	2/16/2023	170	97047081	H & E EQUIPMENT SERVICES INC	EQUIPMENT RENTAL 12/28/2022 - 01/24/2023		
						\$3,346.30	\$3,346.30
183300	2/16/2023		10370	LAGORIO SQUARE LLC	REFUND # 55135		
						\$3,300.00	\$3,300.00
183301	2/16/2023		33764	LANDMARK BUILDERS INC	REFUND # 55125		
						\$3,300.00	\$3,300.00
183305	2/16/2023	170	92285406	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS		
						\$101.56	\$3,277.82
	2/16/2023	170	92359553		ASTD PARTS & MATERIALS		
						\$565.23	
	2/16/2023		92370281		ASTD PARTS & MATERIALS		
						\$1,196.37	
	2/16/2023	170	92446222		ASTD PARTS & MATERIALS		
						\$290.58	
	2/16/2023	170	92537611		ASTD PARTS & MATERIALS		
						\$167.23	
	2/16/2023	170	92538785		ASTD PARTS & MATERIALS		
						\$528.94	
	2/16/2023	170	92608272		ASTD PARTS & MATERIALS		
						\$77.58	
	2/16/2023	170	92682885		ASTD PARTS & MATERIALS		
						\$350.33	
183284	2/16/2023	170	1748958	FERGUSON ENTERPRISES, INC.	4 ADAPTERS		
						\$3,277.03	\$3,277.03
183298	2/16/2023	113	202376523	KELLY SERVICES INC	TEMP LABOR-HATO, N. WK ENDING 01/15/23		
						\$1,732.50	\$3,019.50
	2/16/2023	113	302616523		TEMP LABOR-HATO, N. WK ENDING 01/22/23		
						\$1,287.00	

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183237	2/9/2023		90254640	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS		
						\$557.89	\$3,006.01
	2/9/2023		91702865		CREDIT: ASTD PARTS & MATERIALS		
						\$-77.57	
	2/9/2023	170	91852543		ASTD PARTS & MATERIALS		
						\$1,343.42	
	2/9/2023	170	91953051		ASTD PARTS & MATERIALS		
						\$351.86	
	2/9/2023		92035599		ASTD PARTS & MATERIALS		
						\$125.36	
	2/9/2023	170	92120841		ASTD PARTS & MATERIALS		
						\$280.67	
	2/9/2023		92125472		ASTD PARTS & MATERIALS		
						\$338.07	
	2/9/2023	170	92203348		ASTD PARTS & MATERIALS		
						\$86.31	
183207	2/9/2023	122	28390	BAYSCAPE LANDSCAPE MANAGEMENT	LANDSCAPE MAINTENANCE SERVICES - JAN 2023		
						\$2,925.00	\$2,925.00
183212	2/9/2023	113	702430	CALTEST ANALYTICAL LABORATORY	32 LAB SAMPLE ANALYSIS		
						\$1,225.45	\$2,921.45
	2/9/2023	113	702675		5 LAB SAMPLE ANALYSIS		
						\$313.50	
	2/9/2023	113	703731		19 LAB SAMPLE ANALYSIS		
						\$678.75	
	2/9/2023	113	704384		20 LAB SAMPLE ANALYSIS		
						\$703.75	
183308	2/16/2023	170	2400158733	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS		
						\$2,918.45	\$2,918.45
183285	2/16/2023	130	27959	FIELDMAN ROLAPP & ASSOCIATES	FINANCIAL ADVISORY SERVICES		
						\$2,853.50	\$2,853.50

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183304	2/16/2023	113	2301604	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$677.00	\$2,849.00
	2/16/2023	113	2301607		LAB SAMPLE ANALYSIS	\$548.00	
	2/16/2023	113	2301A32		LAB SAMPLE ANALYSIS	\$432.00	
	2/16/2023	113	2301D15		LAB SAMPLE ANALYSIS	\$436.00	
	2/16/2023		2301D18		LAB SAMPLE ANALYSIS	\$202.00	
	2/16/2023	113	2301D19		LAB SAMPLE ANALYSIS	\$554.00	
183260	2/16/2023		20230131	AFLAC GROUP	GROUP INSURANCE - JAN 2023	\$2,801.39	\$2,801.39
183242	2/9/2023	170	141137	NEW IMAGE LANDSCAPING CO	LANDSCAPE MAINTENANCE - FMC - JAN	\$2,555.59	\$2,555.59
183246	2/9/2023		37966	RV STICH CONSTRUCTION INC	REFUND # 55120	\$2,500.00	\$2,500.00
183315	2/16/2023	170	103917	PRIME MECHANICAL SERVICE INC	ANNUAL COIL CLEANING	\$1,385.00	\$2,377.00
	2/16/2023	170	103926		MONTHLY MAINTENANCE - DEC 22	\$992.00	

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183223	2/9/2023		9560794092	GRAINGER INC	ASTD PARTS & MATERIALS		
						\$129.79	\$2,290.08
	2/9/2023	123	9561726457		ASTD PARTS & MATERIALS	\$335.25	
	2/9/2023	122	9562403197		ASTD PARTS & MATERIALS	\$23.88	
	2/9/2023	123	9563070110		ASTD PARTS & MATERIALS	\$502.89	
	2/9/2023	122	9563669663		ASTD PARTS & MATERIALS	\$12.10	
	2/9/2023		9563837922		ASTD PARTS & MATERIALS	\$423.29	
	2/9/2023	122	9563837948		ASTD PARTS & MATERIALS	\$389.23	
	2/9/2023		9564145291		ASTD PARTS & MATERIALS	\$68.60	
	2/9/2023		9564191808		ASTD PARTS & MATERIALS	\$405.05	
183276	2/16/2023	170	10010007127	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$252.73	\$2,272.79
	2/16/2023	170	10010007471		PAINT & RELATED PAINT SUPPLIES	\$313.47	
	2/16/2023	170	10010031211		PAINT & RELATED PAINT SUPPLIES	\$726.52	
	2/16/2023	170	10010052039		PAINT & RELATED PAINT SUPPLIES	\$670.69	
	2/16/2023	170	10010058659		PAINT & RELATED PAINT SUPPLIES	\$309.38	
183234	2/9/2023		493490	LUBRICATION ENGINEERS INC	GREASE	\$2,192.90	\$2,192.90
183218	2/9/2023		163216337	COLORADO WASHINGTON INC	COMCAST OF CFIBER INTERNET BACKUP - JAN 2023	\$2,040.87	\$2,040.87
183336	2/16/2023	170	4441114	WESTERN ENERGY SYSTEMS	ASTD COGEN PARTS	\$1,835.84	\$1,835.84
183267	2/16/2023	143	12365	BEECHER ENGINEERING	IRVINGTON PS PUMPS AND VFDS	\$1,800.00	\$1,800.00
183209	2/9/2023		17733690	BLAISDELL'S	30 RM PAPER	\$1,763.54	\$1,763.54

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183203	2/9/2023	130	16533186	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-GONZALES, WK END 01/14/23	\$1,721.60	\$1,721.60
183233	2/9/2023	123	954079	LMK TECHNOLOGIES LLC	1 SECTIONAL SPOT REPAIR KITS	\$1,693.86	\$1,693.86
183248	2/9/2023		37951	STAR ROOTER AND PLUMBING	REFUND # 55111	\$1,500.00	\$1,500.00
183230	2/9/2023	170	274053	KAMAN INDUSTRIAL TECHNOLOGIES	ASTD PARTS & MATERIALS	\$1,498.40	\$1,498.40
183280	2/16/2023		20230125	DALE HARDWARE INC	01/23 - ASTD PARTS & MATERIALS	\$1,495.94	\$1,495.94
183235	2/9/2023	113	2301391	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$548.00	\$1,423.70
	2/9/2023	113	2301653		LAB SAMPLE ANALYSIS	\$247.45	
	2/9/2023	113	2301654		LAB SAMPLE ANALYSIS	\$320.00	
	2/9/2023	113	2301846		LAB SAMPLE ANALYSIS	\$308.25	
183297	2/16/2023	170	445770	KAMAN INDUSTRIAL TECHNOLOGIES	ASTD PARTS & MATERIALS	\$1,309.70	\$1,309.70
183222	2/9/2023	170	221346	FLO-LINE TECHNOLOGY INC	2 MECHANICAL SEALS	\$1,124.76	\$1,124.76
183229	2/9/2023	171	1926101005761	INTERSTATE ALL BATTERY CENTER	CREDIT: CORE CHARGE	\$-37.00	\$1,071.05
	2/9/2023	170	1926101005789		2 BATTERIES	\$612.32	
	2/9/2023	171	1926101005795		2 BATTERIES	\$577.69	
	2/9/2023	170	1926101005796		CREDIT: CORE CHARGE	\$-81.96	
183261	2/16/2023	170	9133986412	AIRGAS NCN	3 CY ARGON	\$989.98	\$989.98
183271	2/16/2023	170	111928	BRUCE BARTON PUMP SERVICE INC	1 SUMP PUMP	\$943.59	\$943.59

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183321	2/16/2023		737116912501	STAPLES CONTRACT & COMMERCIAL	JANITORIAL & BREAKROOM SUPPLIES	\$170.31	\$939.29
	2/16/2023		737213950901		JANITORIAL & BREAKROOM SUPPLIES	\$507.03	
	2/16/2023		737213950902		JANITORIAL & BREAKROOM SUPPLIES	\$188.68	
	2/16/2023		760426772401		JANITORIAL & BREAKROOM SUPPLIES	\$73.27	
183316	2/16/2023		8007547200	RS HUGHES CO INC	20 HARD HATS	\$910.72	\$910.72
183278	2/16/2023	170	275367	CORE & MAIN LP	ASTD PARTS & MATERIALS	\$908.15	\$908.15
183206	2/9/2023	136	2522523502	BANK OF NEW YORK	DEC 2022 SERVICE FEES	\$898.88	\$898.88
183204	2/9/2023	122	2591116926	ARAMARK	ASTD DUST MOPS, WET MOPS & TERRY	\$91.66	\$876.29
	2/9/2023		2591116949		UNIFORM LAUNDERING & RUGS	\$364.23	
	2/9/2023		2591116992		UNIFORM LAUNDERING SERVICE	\$420.40	
183309	2/16/2023		20230131	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - JANUARY 2023	\$870.41	\$870.41
183318	2/16/2023	110	23011204	S&S TRUCKING	GRIT HAULING 01/11/2023	\$859.55	\$859.55
183265	2/16/2023	173	600187	AVERTIUM LLC	VULNERABILITY SCANNER	\$845.00	\$845.00
183291	2/16/2023		605008216	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$411.44	\$841.18
	2/16/2023		605008217		ASTD JANITORIAL SUPPLIES	\$429.74	
183272	2/16/2023	170	53426543	BURLINGAME ENGINEERS INC	1 CALIBRATION COLUMN	\$815.12	\$815.12
183293	2/16/2023	170	613808	INSTRUMART	1 PH PROBE	\$800.59	\$800.59
183275	2/16/2023	173	6003151156	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$400.33	\$763.63
	2/16/2023	173	6003152099		MTHLY MAINTENANCE BASED ON USE	\$363.30	

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183252	2/9/2023		20582376	TELEDYNE ISCO INC	SAMPLING SUPPLIES	\$760.85	\$760.85
183323	2/16/2023	143	324924895	UNION PACIFIC RAILROAD CO	APPLICATION FEE - FY 23 CAST IRON/PIPING LINING - PHASE IX	\$755.00	\$755.00
183324	2/16/2023	143	324924855	UNION PACIFIC RAILROAD CO	APPLICATION FEE - FY 23 CAST IRON/PIPING LINING - PHASE IX	\$755.00	\$755.00
183325	2/16/2023	143	324924969	UNION PACIFIC RAILROAD CO	APPLICATION FEE - FY 23 CAST IRON/PIPING LINING - PHASE IX	\$755.00	\$755.00
183279	2/16/2023	114	20230214	CWEA	CONFERENCE REG: C. MERRIAM	\$702.00	\$702.00
183338	2/16/2023	110	20230209	WQI	GRADE IV/V REVIEW - GALLEGO	\$700.00	\$700.00
183332	2/16/2023		8811922195	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$667.87	\$667.87
183216	2/9/2023	132	275266	CLAREMONT BEHAVIORAL SERVICES	FEB 2023 EAP PREMIUMS	\$657.80	\$657.80
183283	2/16/2023	170	905685204	EVOQUA WATER TECHNOLOGIES	DI WATER SYSTEM	\$562.32	\$562.32
183211	2/9/2023		53410905	BURLINGAME ENGINEERS INC	1 VALVE	\$525.39	\$525.39
183199	2/9/2023	120	9134075659	AIRGAS NCN	1 FALL PROTECTION HARNESS	\$525.12	\$525.12
183231	2/9/2023		30492	LEVEL UP HOME REMODELING	REFUND # 51942	\$500.00	\$500.00
183296	2/16/2023		36854	SUKHDEV JANDU	REFUND # 55133	\$500.00	\$500.00
183227	2/9/2023	132	20230206	MEGAN HICKS	EXP REIMB: ASSP SAFETY CONF AIRFARE	\$466.39	\$466.39
183264	2/16/2023		2591118998	ARAMARK	UNIFORM LAUNDERING SERVICE	\$456.23	\$456.23
183201	2/9/2023	110	4071037120230125	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 01/23/23-BENSON ROAD	\$287.95	\$450.39
	2/9/2023	110	4071038120230126		SERV TO: 01/23/22-BENSON ROAD	\$162.44	
183266	2/16/2023		26341900	BECK'S SHOES	SAFETY SHOES: D. HOGUE & L. LEON	\$449.47	\$449.47

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183288	2/16/2023	123	9564884394	GRAINGER INC	ASTD PARTS & MATERIALS		
						\$80.24	\$444.13
	2/16/2023	111	9565204832		ASTD PARTS & MATERIALS	\$77.52	
	2/16/2023	170	9568830005		ASTD PARTS & MATERIALS	\$189.97	
	2/16/2023	111	9572060847		ASTD PARTS & MATERIALS	\$21.22	
	2/16/2023	122	9572182781		ASTD PARTS & MATERIALS	\$75.18	
183268	2/16/2023	120	17743230	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$191.28	\$436.08
	2/16/2023	120	17743231		ASTD OFFICE SUPPLIES	\$107.22	
	2/16/2023	130	17759510		ASTD OFFICE SUPPLIES	\$137.58	
183319	2/16/2023		2128030001	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$430.44	\$430.44
183258	2/9/2023		8811823964	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$402.82	\$402.82
183247	2/9/2023	113	20230207	JOHN SEO	EXP REIMB: CWEA EC CERTIFICATION RENEWAL & MEMBERSHIP	\$402.00	\$402.00
183287	2/16/2023	144	4089301001	GLACIER ICE COMPANY INC	176 5-LB CUBE OF ICE	\$368.71	\$368.71
183249	2/9/2023	143	226956	SWRCB - STATE WATER RESOURCES	FY23 ANNUAL WDR FEES - EMERGENCY OUTFALL OUTLET	\$365.00	\$365.00
183339	2/16/2023	110	20230209.1	WQI	GRADE IV/V REVIEW - FULKERSON	\$350.00	\$350.00
183202	2/9/2023	113	1DP1PKFV91GT	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$76.28	\$334.20
	2/9/2023	144	1M9PPHFFCV6Y		ASTD OFFICE SUPPLIES	\$133.36	
	2/9/2023	143	1RHL43CKLYLJ		ASTD OFFICE SUPPLIES	\$124.56	
183214	2/9/2023	121	1903656223	CINTAS CORPORATION	3 SUMMER SAFETY JACKETS FOR STAN	\$325.94	\$325.94
183239	2/9/2023	170	217036	MORROW SERVICE, INC.	REPAIR OF LABORATORY INSTRUMENT	\$300.00	\$300.00

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183263	2/16/2023	120	16G1RDKN4RV1	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$177.70	\$298.11
	2/16/2023	170	19PRK761RKK6		ASTD OFFICE SUPPLIES	\$106.81	
	2/16/2023	113	1PJH4T34KQFJ		ASTD OFFICE SUPPLIES	\$13.60	
183219	2/9/2023	132	77912142	CONCENTRA MEDICAL CENTERS	1 NEW HIRE PHYSICAL	\$288.00	\$288.00
183236	2/9/2023	113	2211697	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$252.00	\$252.00
183295	2/16/2023	173	6070238	INTRADO LIFE & SAFETY INC	E911 ANNUAL SUBSCRIPTION	\$250.00	\$250.00
183331	2/16/2023	111	20230209	KAHOU VONG	EXP REIMB: MEMBERSHIP - CWEA	\$202.00	\$202.00
183250	2/9/2023	111	20230201	SWRCB - STATE WATER RESOURCES	GRADE III OPERATOR CERTIFICATE - DE AVILA DIAZ	\$170.00	\$170.00
183274	2/16/2023	113	704602	CALTEST ANALYTICAL LABORATORY	4 LAB SAMPLE ANALYSIS	\$164.95	\$164.95
183228	2/9/2023		605000889	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$156.90	\$156.90
183225	2/9/2023		3S3771	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$138.87	\$138.87
183241	2/9/2023	111	237557	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$126.92	\$126.92
183306	2/16/2023	120	1072603	MISSION COMMUNICATIONS LLC	40 FT FLOAT AND CONNECTOR	\$126.75	\$126.75
183259	2/9/2023		5527	ZELAYA DESIGNS	USD LOGO MISC ADJ AND ARTWORK	\$118.00	\$118.00
183221	2/9/2023		196127	FITGUARD INC	PREVENTATIVE MAINTENANCE - EXERCISE CLUB EQUIPMENT	\$103.70	\$103.70
183215	2/9/2023	111	1903663774	CINTAS CORPORATION	1 JACKET FOR TOOTIAN	\$83.17	\$83.17
183313	2/16/2023	150	20230214	LUSINE PETROSYAN	EXP REIMB: SOCIAL COMMITTEE BREAKFAST EVENT	\$73.50	\$73.50
183330	2/16/2023		9926568634	VERIZON WIRELESS	WIRELESS SERV 01/02/23-02/01/23	\$72.44	\$72.44
183277	2/16/2023	132	78058466	CONCENTRA MEDICAL CENTERS	1 DOT PHYSICAL	\$72.00	\$72.00

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183302	2/16/2023	132	20230214	SAMANTHA LARIOS	REIMB LIVESCAN PRE-EMPLOYMENT	\$72.00	\$72.00
183317	2/16/2023	172	20230209	GERARDO RUIZ	EXP REIMB: MILEAGE	\$68.78	\$68.78
183322	2/16/2023	141	437654	ULTRAEX LLC	COURIER SVCS: 1 BOARDMEMBER DELIVERY - 01/04/23	\$56.97	\$56.97
183327	2/16/2023	136	98XW53033	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 01/21/23	\$53.38	\$53.38
183240	2/9/2023	170	2400155736	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$53.20	\$53.20
183200	2/9/2023	143	20230208	ALAMEDA COUNTY TREASURER	FILING FEE: FY 23 CAST IRON/PIPING LINING - PHASE IX	\$50.00	\$50.00
183294	2/16/2023	170	1926102009946	INTERSTATE ALL BATTERY CENTER	1 BATTERY	\$38.87	\$38.87
183292	2/16/2023		768520230127	HOME DEPOT CREDIT SERVICES	MONTHLY HARDWARE STMT - JANUARY 2023	\$30.70	\$30.70
183256	2/9/2023	136	98XW53023	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 01/14/23	\$30.00	\$30.00
183303	2/16/2023	132	20221031	GUADALUPE LEON	REIMB LIVESCAN PRE-EMPLOYMENT	\$20.00	\$20.00
183307	2/16/2023	122	8600507	MOTION & FLOW CONTROL PRODUCTS	ASTD PARTS & MATERIALS	\$19.23	\$19.23

Invoices:

Credit Memos :	3	-196.53
\$0 - \$1,000 :	145	53,548.78
\$1,000 - \$10,000 :	54	202,235.71
\$10,000 - \$100,000 :	22	642,801.36
Over \$100,000 :	9	3,853,097.02
Total:	233	4,751,486.34

Checks:

\$0 - \$1,000 :	70	29,800.97
\$1,000 - \$10,000 :	44	152,788.71
\$10,000 - \$100,000 :	18	458,687.94
Over \$100,000 :	9	4,110,208.72
Total:	141	4,751,486.34