

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

Monday, September 11, 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* 

- 1. Call to Order.
- 2. Salute to the Flag.
- Roll Call.

#### Motion

- 4. Approve Minutes of the Union Sanitary District Board Meeting of August 28, 2023.
- 5. Written Communications.
- 6. Public Comment.

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

#### Motion

7. Award the Construction Contract for the East Warren Avenue Sanitary Sewer Replacement Project to McGuire and Hester (to be reviewed by the Engineering and Information Technology Committee).

#### Motion

8. Authorize the General Manager to Execute Amendment No. 2 to Task Order No. 1 with Mark Thomas & Company, Inc. for Construction Inspector Staff Augmentation (to be reviewed by the Budget & Finance Committee).

#### Motion

9. Review and Consider Approval of Updated Policy No. 6560, Unclassified Staff Compensation Plan.

#### Direction

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

#### Information

11. Report on the East Bay Dischargers Authority Commission Meeting of July 20, 2023.

#### Information

12. Check Register.

#### Information

- 13. Committee Meeting Reports. (No Board action is taken at Committee meetings):
  - a. Budget & Finance Committee Thursday, September 7, 2023, at 1:30 p.m.
    - Director Kite and Director Handley
  - b. Engineering and Information Technology Committee Friday, September 8, 2023, at 10:00 a.m.
    - Director Fernandez and Director Toy
  - c. Legal/Community Affairs Committee will not meet.
  - d. Legislative Committee will not meet.
  - e. Personnel Committee will not meet.

#### Information

- 14. General Manager's Report. (Information on recent issues of interest to the Board).
- 15. Other Business:
  - a. Comments and questions. Directors can share information relating to District business and are welcome to request information from staff.
  - b. Scheduling matters for future consideration.
- 16. Adjournment The Board will adjourn to a Board Workshop to be held in the Boardroom on Thursday, September 14, 2023, at 4:00 p.m.
- 17. Adjournment The Board will adjourn to a Board Workshop to be held in the Boardroom on Tuesday, September 19, 2023, at 4:00 p.m.
- 18. Adjournment The Board will then adjourn to the next Regular Board Meeting to be held in the Boardroom on Monday, September 25, 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.



#### **BUDGET & FINANCE COMMITTEE MEETING**

Committee Members: Director Kite and Director Handley

AGENDA
Thursday, September 7, 2023
1:30 P.M.

Alvarado Conference Room 5072 Benson Road Union City, CA 94587

#### Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy *Attorney* 

## THIS MEETING WILL BE TELECONFERENCED WITH DIRECTOR KITE FROM STIRLING COURT NEAREST LAKE BOULEVARD, NEWARK, CALIFORNIA. THE TELECONFERENCE LOCATION SHALL BE ACCESSIBLE TO THE PUBLIC.

- 1. Call to Order
- 2. Roll Call
- 3. Public Comment

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

- Alvarado Conference Room
- Teleconference Location
- 4. Items to be reviewed for the Regular Board meeting of September 11, 2023:
  - Authorize the General Manager to Execute Amendment No. 2 to Task Order No. 1 with Mark Thomas & Company, Inc. for Construction Inspector Staff Augmentation
- 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.



### ENGINEERING AND INFORMATION TECHNOLOGY COMMITTEE MEETING

Committee Members: Director Fernandez and Director Toy

AGENDA Friday, September 8, 2023 10:00 A.M.

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

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy Attorney

- 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 September 11, 2023:
  - Award the Construction Contract for the East Warren Avenue Sanitary Sewer Replacement Project to McGuire and Hester
- 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/UNION SANITARY DISTRICT FINANCING AUTHORITY August 28, 2023

#### **CALL TO ORDER**

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

#### **SALUTE TO THE FLAG**

President Fernandez led the salute to the flag.

#### **ROLL CALL**

PRESENT: Manny Fernandez, President

Jennifer Toy, Vice President Tom Handley, Secretary

Pat Kite, Director Anjali Lathi, 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 Alisa Gordon, Human Resources Manager

Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager Chris Pachmayer, Fabrication Maintenance and Construction Coach

Shawn Nesgis, Collection Services Coach

Michael Dunning, Environmental Compliance Coach

Gus Carrillo, Enhanced Treatment and Site Upgrade Program Coordinator

Trieu Nguyen, IT Administrator

Alicia Dutrow, Environmental Outreach Representative

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

VISITORS: Wale Kajopaiye, PFM Senior Managing Consultant

Alice Johnson, League of Women Voters

### <u>APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF</u> AUGUST 14, 2023

It was moved by Director Kite, seconded by Secretary Handley, to Approve the Minutes of the Board Meeting of August 14, 2023. Motion carried unanimously.

## APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD MEETING OF AUGUST 17, 2023

It was moved by Director Lathi, seconded by Vice President Toy, to Approve the Minutes of the Special Board Meeting of August 17, 2023. Motion carried unanimously.

#### **JULY 2023 MONTHLY OPERATIONS REPORT**

This item was reviewed by the Budget & Finance and Legal/Community Affairs Committees. General Manager Eldredge provided an overview of the Monthly Report, and Business Services Manager/CFO Carlson provided an overview of the financial reports.

## FISCAL YEAR 2023 $4^{TH}$ QUARTER MANAGED INVESTMENT PORTFOLIO REPORT FROM PFM

This item was reviewed by the Budget & Finance Committee. Business Services Manager/CFO Carlson introduced PFM Senior Managing Consultant Kajopaiye who provided an overview of the Fiscal Year 2023 4<sup>th</sup> Quarter Managed Investment Portfolio Report.

#### WRITTEN COMMUNICATIONS

There were no written communications.

#### PUBLIC COMMENT

There was no public comment.

## AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT AND TASK ORDER NO. 1 WITH HAZEN AND SAWYER FOR THE CO-DIGESTION FEASIBILITY STUDY

This item was reviewed by the Engineering and Information Technology Committee. General Manager Eldredge stated the District utilizes anerobic digesters to treat the solids received at the Plant. One of the byproducts of the process is methane gas, often referred to as biogas. The District collects, cleans, and uses biogas to generate electricity in its cogeneration engines. The volume of biogas produced by the digesters is approximately 80% of the total gas required to fully operate the cogeneration engines; the District purchases additional natural gas to supplement the remaining 20%. The District has been exploring additional cogeneration engine capacity which would require either more biogas production or the purchase of additional natural gas. Producing additional biogas can be accomplished by pumping organic material directly into the digesters. In 2015, the District conducted a co-digestion pilot program to evaluate the potential to produce additional biogas. The pilot concluded it would be possible to generate more biogas; however, the pilot program's main focus was proof of concept and did not quantify the amount of biogas that could be produced at full scale. The purpose of Task Order No. 1 would be to authorize Hazen to provide professional engineering services for the Study, the scope of services was included in the Board meeting packet. Staff recommended the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Hazen and Sawyer in the amount of \$124,820 to conduct the Co-Digestion Feasibility Study.

It was moved by Secretary Handley, seconded by Director Kite, to Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Hazen and Sawyer in the Amount of \$124,820 to Conduct the Co-Digestion Feasibility Study. Motion carried unanimously.

## AUTHORIZE STAFF TO EXECUTE A CONTRACT WITH DELL TECHNOLOGIES FOR FIVE (5) VIRTUAL SERVER AREA NETWORK (VSAN) SERVERS

This item was reviewed by the Engineering and Information Technology Committee. Fabrication Maintenance and Construction Coach Pachmayer stated the District's existing five physical VSAN servers will soon reach the end of their useful life and have been scheduled for replacement. A physical VSAN server hosts virtual computers and servers such as geographic information systems (GIS) servers, supervisory control and data acquisition (SCADA) servers, and SCADA workstations for the Plant and Pump Stations. Staff recommended the Board authorize the General Manager to execute a contract with Dell Technologies to purchase five virtual storage area network servers in the amount of \$145,000.

It was moved by Vice President Toy, seconded by Secretary Handley, to Authorize the General Manager to Execute a Contract with Dell Technologies to Purchase Five Virtual Storage Area Network (VSAN) Servers in the Amount of \$145,000. Motion carried unanimously.

## REVIEW UPDATED FATS, OILS, AND GREASE (FOG) HOLIDAY ADVERTISEMENT AND PROVIDE DIRECTION

This item was reviewed by the Legal/Community Affairs Committee. Environmental Outreach Representative Dutrow stated staff prepared a desk item to show comments received from the Legal/Community Affairs committee. Staff requested the Board review options for an updated Fats, Oils, and Grease (FOG) Holiday advertisement and provide direction.

The Board directed staff to bring back two mock-ups reflecting Board comments.

#### **INFORMATION ITEMS:**

#### Check Register

There were no questions regarding the check register.

#### **COMMITTEE MEETING REPORTS:**

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

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

- General Manager Eldredge provided a COVID update.
- General Manager Eldredge stated a District vehicle was rear-ended while stopped at a crosswalk.
- District offices will be closed Monday, September 4, 2023, in observance of Labor Day.
- A delegation from Union City's Sister City Pasay, Philippines recently visited and toured the Plant.
- General Manager Eldredge provided an update on the State Revolving Fund (SRF) intended use plan.

#### **OTHER BUSINESS:**

There was no other business.

#### **ADJOURNMENT:**

The meeting was adjourned at 4:50 p.m. to a Board Workshop to the next Regular Board Meeting to be held in Boardroom on Monday, September 11, 2023, at 4:00 p.m.

SUBMITTED:	ATTEST:	
REGINA McEVOY BOARD CLERK	TOM HANDLEY SECRETARY	
APPROVED:		
MANNY FERNANDEZ PRESIDENT		

Adopted this 11th day of September 2023



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
General Manager/
District Engineer

Karen W. Murphy *Attorney* 

## SEPTEMBER 11, 2023 BOARD OF DIRECTORS MEETING AGENDA ITEM # 7

TITLE: Award the Construction Contract for the East Warren Avenue Sanitary Sewer

Replacement Project to McGuire and Hester (This is a Motion Item)

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

Raymond Chau, Technical Services Work Group Manager

Richard Thow, Customer Service Team Coach

Andrew Baile, Assistant Engineer

#### Recommendation

Staff recommends the Board waive the bid irregularities and award the construction contract for the East Warren Avenue Sanitary Sewer Replacement Project (Project) to McGuire and Hester in the amount of \$224,150.

#### Discussion

The development of a 3,500 square-foot single family home and attached accessory dwelling unit (ADU) on the parcel at 800 East Warren Avenue includes a new driveway that will be constructed directly over property that is encumbered by a USD sewer easement. USD has an existing sanitary sewer main and sewer manhole located within the sewer easement area. However, the terms of the easement allows the property owner to construct a driveway. Please refer to Exhibit A for a site plan of the parcel.

Given that the construction of the driveway will cross the sewer easement and main in two locations, staff thought it would be prudent to replace the sewer main now. Even though the pipe is currently in good condition, if USD were to replace it in the future, USD could incur additional costs to repair or replace the driveway, future landscaping, and/or other site improvements located over the easement.

At the July 31, 2023 meeting, the Board directed staff to replace the pipe. At the August 14, 2023 meeting, the Board authorized expenditures of up to \$267,046 from the CIP reserves for the Project.

#### **Project Scope**

Staff completed the design of the Project with the following scope of work:

- Replace 240 feet of 8-inch clay pipe with 8-inch PVC pipe by open-cut method.
- Under an alternate bid item, replace 150 feet of the downstream portion of the 8-inch clay pipe with 10-inch HDPE pipe by pipe bursting method.
- Modify the downstream sewer manhole J23011 for new pipe penetration and rechanneling.
- Provide sanitary sewer flow control to facilitate the replacement work.
- Rehabilitate the backfill around an existing manhole G24006 located within an easement on private property approximately 0.5 mile west of the Woodside Terrace cul-de-sac in the City of Fremont.

The Project does not include the first 74 feet of the upstream section of the pipe. As that section of the pipe is located within the public right-of-way and future access to the pipe would not require coordination with the property owner, staff decided not to include it in the Project.

#### Project Bid

The Project was advertised for bids on August 18, 2023. The District opened two bids on August 29, 2023. Due to the need to replace the pipe located under the future driveway by the start of wet weather, staff consulted with Legal Counsel on the minimum duration of the bid period allowed under the Public Contract Code (PCC). PCC Section 20804 requires the District to publish the Notice Inviting Bids at least 10 calendar days before the bid opening date, at least twice and not less than five days apart, in a newspaper of general circulation within the District's service area. Staff published the notice as required by law and additionally provided notice on the BidNet Direct website, which notifies contractors and vendors of bidding opportunities at government agencies.

The bid results are shown in the table below. Please refer to the attached Table 1 for a detailed breakdown of the bids.

Contractor	Total Contract Price (Total Base Bid)			
McGuire and Hester (Alameda, CA)	\$224,150			
A3 Pipeline (San Francisco, CA)	\$322,000			

The estimate for the Project is \$200,000. McGuire and Hester was the apparent low bidder with a Total Contract Price of \$224,150, which is 12.1% above the construction estimate. Staff is recommending that the District proceed with the award of the Project since the construction amount is less than the authorized project budget of \$267,046.

The bid included Bid Alternate A to replace the downstream section of the pipe not located under the future driveway using the pipe bursting method. McGuire and Hester provided a net additional cost of \$2,250 for Bid Alternate A. Staff is recommending not to proceed with Bid Alternate A and to install that portion of the sewer pipe by open-cut method as that is more cost effective.

There were two bid irregularities in McGuire and Hester's bid:

- 1. The cost provided in Bid Alternate A included an option to indicate whether the cost was an "Add" or "Deduct" with instructions to circle one of the options. McGuire and Hester did not circle an option in their bid form. However, the bid schedule indicates the price entered for Bid Alternate A is considered a net addition that is applied to the Total Base Bid if the District elects to include it in the award. Further, this issue is no longer relevant if the bid is not awarded with Bid Alternate A.
- 2. McGuire and Hester's three-year average Workers' Compensation Experience Modification (EMR) is 1.18 which is greater than the 1.10 EMR provided in the bid documents. However, McGuire and Hester provided a letter from its insurance broker explaining that McGuire and Hester's increased EMR is largely due to its parent company's recent acquisition of a subsidiary that carried a higher EMR prior to the acquisition. Prior to this, McGuire and Hester's three-year average EMR was 0.79 which meets the District's requirement. Further, their five-year average EMR is 1.04, which also meets the District's requirement.

Staff, in consultation with District legal counsel, recommends that both irregularities be waived.

The Project also includes the rehabilitation of a sewer manhole (G24006) located on a hillside easement located approximately 0.5 mile west of Woodside Terrace in the City of Fremont. During the winter rainstorms of 2022/2023, soils on the downhill side of the manhole were washed out causing a soil slide which exposed the top four feet of the manhole barrel. Staff hired a geotechnical consultant to evaluate the situation and recommend immediate restoration of soils around the manhole as well as long-term protective measures to prevent a repeat occurrence during future rainstorms. The evaluation is expected to be completed by the end of September. The Project includes a \$15,000 allowance for the contractor to implement the recommended repairs on a time and material basis. If the consultant's recommendation for the long-term protective measures is more extensive, the work will be included in a future sewer rehabilitation/replacement project.

The Project expenditures for the manhole rehabilitation scope will be charged to the Gravity Sewer Rehab/Replacement project in the FY 24 CIP Budget.

The contractor has 45 calendar days to complete the Project from the Notice to Proceed, which puts the Project's substantial completion in November 2023. Staff plans to provide construction management and inspection services for the Project.

#### **Background**

The parcel at 800 East Warren Avenue is currently being developed for a 3,500 square-foot single family home and an attached ADU. The parcel is located on a hillside and is generally sloped to the west to southwest direction. The parcel includes existing easements for a USD sewer main and manhole, City of Fremont storm drain pipeline, and PG&E electrical facilities, and two existing City of Fremont slope easements located on the southwestern portion of the parcel that is adjacent to the Caltrans right-of-way.

The home and attached ADU were designed to be constructed on the northeastern portion of the parcel that is adjacent to East Warren Avenue. However, the new driveway will be constructed directly over the USD sewer easement.

The sewer easement was granted to USD in 1977 and allows USD access "for constructing, cleaning, repairing and maintaining said sanitary sewer appurtenances." An existing sanitary sewer main and sewer manhole are located within the sewer easement area. The easement allows the property owner to construct a driveway.

With construction of the new driveway, USD's Collection Services crews can still utilize the sewer easement to access the sewer manhole for maintenance activities. Because the location of this manhole is in a sloped terrain, USD's crews currently do not drive large vehicles, such as the vactor truck and CCTV van, to the manhole. Instead, USD can clean and CCTV the sewer main from the upstream manhole located in the intersection of East Warren Avenue and Yakima Drive. If necessary, USD's access to the manhole will be either with a pickup truck or by foot.

#### City of Fremont Storm Drain Easement

In May 1992, the City of Fremont passed a resolution which mandated that if the parcel were to be developed, the developer/owner would be required to provide an alternative access easement to the City of Fremont to access the existing storm drain outfall located at the northern portion of the parcel.

Because the owner's new driveway will cross over the City of Fremont's storm drain easement, the owner has already granted the City a new access easement located along the southwestern property line of the parcel. USD does not currently anticipate a need for this new access easement. However, if there is a need to utilize the new access easement in the future, USD

could ask the City of Fremont to access it under the City's grant of easement or negotiate a grant of easement with the owner.

#### Replacement Options

USD explored two options to replace the pipe now:

- 1. Replace all 314 feet of clay pipe with PVC pipe by open-cut method and backfill over the portion of the new pipe under the driveway with a lean concrete mix to protect the structural integrity of the pipe.
- 2. Replace the first 145 feet of the clay pipe under the future driveway with PVC pipe by open-cut method and the remaining 169 feet of the clay pipe with HDPE pipe by pipe bursting method. For the portion of the new pipe under the driveway, backfill with a lean concrete mix to protect the structural integrity of the pipe.

The table below summarizes the budgetary construction estimates of replacing the existing pipe before the driveway is constructed.

Description	Estimate
<b>Option No. 1</b> – Replace 314 feet of clay pipe with PVC pipe by open-cut method	\$190,760
<b>Option No. 2</b> – Replace 145 feet of clay pipe with PVC pipe by open-cut method and replace 169 feet of clay pipe with HDPE pipe by pipe bursting method	\$177,905

Staff estimated the total project expenditures will be \$267,064, which includes the estimate of replacement Option No. 1 plus 10% for unforeseen conditions and 30% for soft costs.

#### **Previous Board Action**

July 31, 2023 – The Board received information and directed staff to replace the sanitary sewer main located on the parcel at 800 East Warren Avenue in the City of Fremont.

August 14, 2023 – The Board authorized expenditures of up to \$267,046 from the CIP reserves for the East Warren Avenue Sanitary Sewer Replacement Project.

Attachments: Exhibit A – Site Plan – East Warren Avenue

Exhibit B - Site Plan - Manhole G24006

Figures 1 and 2 – Photos of Manhole G24006

Table 1 – Bid Tabulation Sheet

**Construction Agreement** 

## USD NOTICE NECESSARY

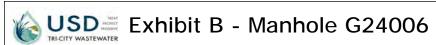
#### Exhibit A - East Warren Avenue



83.3 Feet 41.67  $NAD\_1983\_StatePlane\_California\_III\_FIPS\_0403\_Feet$ Printed: 6/7/2012/30f1736:32 AM

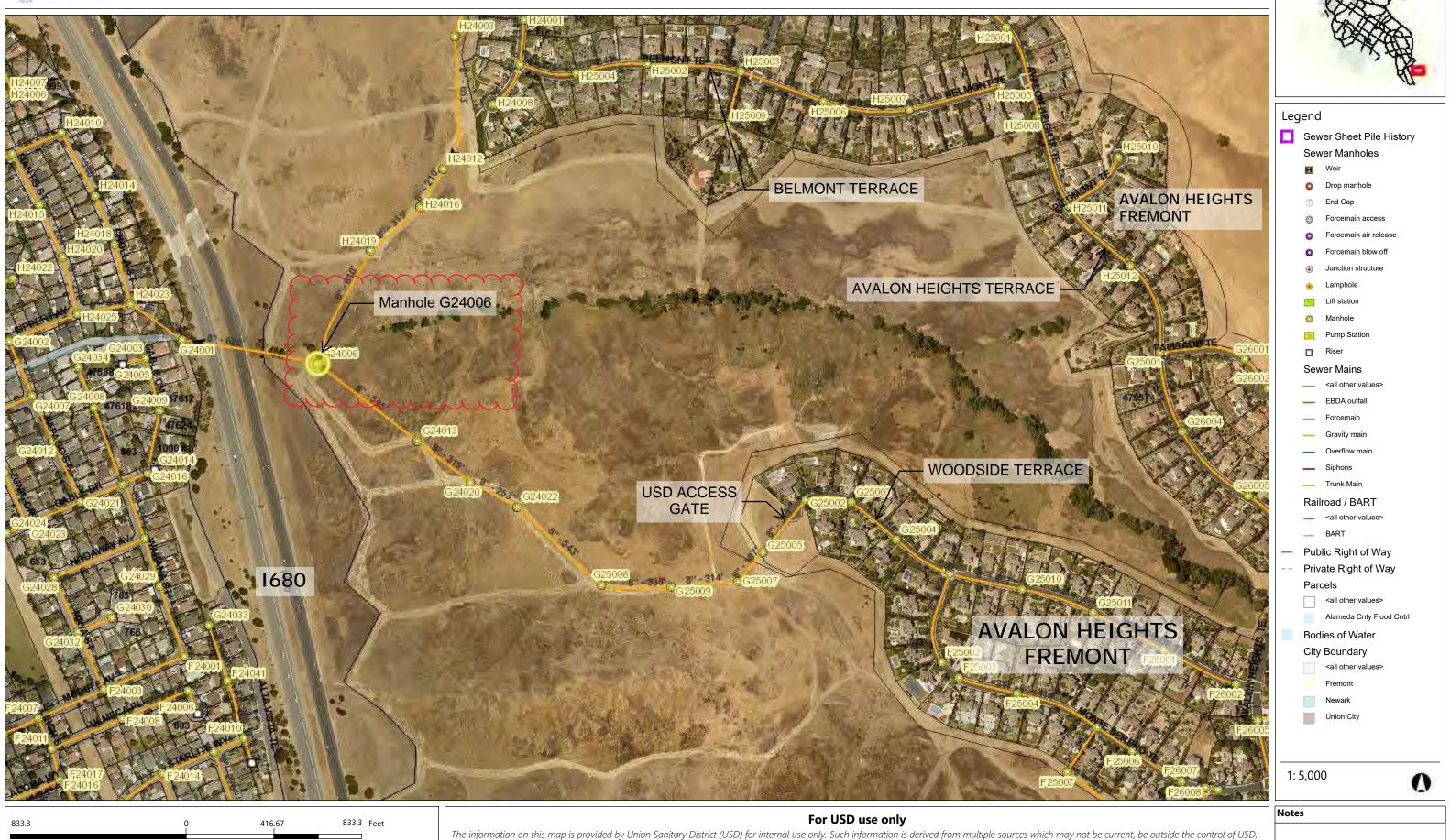
The information on this map is provided by Union Sanitary District (USD) for internal use only. Such information is derived from multiple sources which may not be current, be outside the control of USD, and may be of indeterminate accuracy. The information provided hereon may be inaccurate or out of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

This map was automatically generated using Geocortex Essentials.



 $NAD\_1983\_StatePlane\_California\_III\_FIPS\_0403\_Feet$ 

Printed: 8/31/2628f7706:15 AM



solely at their own risk.

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



Figure 1 - Manhole G24006 - Looking South



Figure 2 - Manhole G24006 - Looking South

#### East Warren Avenue Sanitary Sewer Replacement Project Bid Opening: 11:30 am, August 29, 2023

								Estim	Estimated	Estimated			MCGUIRE & HESTER			A3 PIPELINE	
Bid Item No.	Bid Item	Unit	Quantity	Estimate		Ur	nit Bid Price	T	otal Bid Price	Unit Bid Price	То	tal Bid Price					
1	Mobilization/Demobilization	LS	1	\$	10,000.00		LS	\$	11,000.00	LS	\$	25,000.00					
2	Water Pollution Control	LS	1	\$	10,000.00		LS	\$	7,500.00	LS	\$	8,000.00					
3	Dewatering	LS	1	\$	10,000.00		LS	\$	21,000.00	LS	\$	8,000.00					
4	Sanitary Sewer Flow Control	LS	1	\$	17,000.00		LS	\$	15,000.00	LS	\$	12,000.00					
5	Install 8-inch SDR 26 PVC from Sta 0+75 to Sta 1+65 (Open-Cut under Future Driveway)	LF	90	\$	39,600.00	\$	600.00	\$	54,000.00	*	\$	70,400.00					
6	Install 8-inch SDR 26 PVC from Sta 1+65 to Sta 3+14 (Open-Cut west of Future Driveway)	LF	150	\$	66,000.00	\$	540.00	\$	81,000.00	*	\$	155,100.00					
7	Connect (E) Lateral to New Main	EA	1	\$	5,000.00	\$	5,000.00	\$	5,000.00	*	\$	2,000.00					
8	Connect Main to (E) Manhole	EA	1	\$	7,400.00	\$	4,650.00	\$	4,650.00	*	\$	6,500.00					
9	Rehabilitate (E) Manhole (Allowance)	LS	1	\$	15,000.00		LS	\$	15,000.00	LS	\$	15,000.00					
10	Cost for providing all shoring and bracing on all Bid Items above including but not limited to that as required by Sections 6700-6708 of the Labor Code	LS	1	\$	20,000.00		LS	\$	10,000.00	LS	\$	20,000.00					
	Total Base Bid		_	\$	200,000.00			\$	224,150.00		\$	322,000.00					
BID ALTERNATE A	Install 10-inch DR-11 HDPE from Sta 1+65 to Sta 3+14 (Pipe Bursting west of Future Driveway)			\$	-			\$	2,250.00		\$	52,000.00					
	Contract Price (Total Base Bid Only)			\$	200,000.00			Ş	224,150.00		\$	322,000.00					

<sup>\*</sup> Contractor did not provide a Unit Bid Price.

Note: The basis of award is based on the lowest Contract Price.

#### AGREEMENT FOR THE CONSTRUCTION OF

#### **East Warren Avenue Sanitary Sewer Replacement Project**

#### **Project No. 800-590**

THIS AGREEMENT, made and concluded, in duplicate, dated,	
between the UNION SANITARY DISTRICT ("District"), Union City, California, and MCGUIR	ŁΕ
AND HESTER ("Contractor"), License No. 95879.	

#### WITNESSETH:

- 1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **East Warren Avenue Sanitary Sewer Replacement Project (Project No. 800-590)** in strict conformity with the plans and specifications prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.
- 2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of Two Hundred Twenty-Four Thousand One Hundred and Fifty Dollars (\$224,150.00) (the "Contract Price") computed in accordance with Contractor's accepted proposal dated August 29, 2023, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. This sum includes the following bid alternates that have been accepted by the District and are hereby incorporated in the Agreement: None. Compensation shall be based upon the lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents and the Technical Specifications in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.
- 3. The District hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the Contract Price, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the

Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

- 4. The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
  - (a) The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the District, forfeit the sum of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.
  - (b) Pursuant to the provision of California Labor Code, Sections 1770 et. seq., the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District, which copies shall be made available to any interested party on request. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.
  - (c) As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
  - (d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

Union Sanitary District – East Warren Avenue Sanitary Sewer Replacement Project

- (e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.
- (f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
  - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - (3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4(e) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

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

Certified payroll records shall be submitted electronically as required under

Union Sanitary District – East Warren Avenue Sanitary Sewer Replacement Project

California Labor Code Section 1776 to the Labor Commissioner pursuant to California Code of Regulations Chapter 8, Section 16404.

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10day period, he or she shall, as a penalty to the state or the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

- (g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.
- (h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the

Union Sanitary District – East Warren Avenue Sanitary Sewer Replacement Project

payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the District satisfies the District of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

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

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until the Contractor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this agreement certifies to the District as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

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

Union Sanitary District – East Warren Avenue Sanitary Sewer Replacement Project

Agreement

Page 5 of 11

any conflict between the terms of this Agreement the instrument and the bid proposal of said Contractor, then this Agreement instrument shall control, and nothing herein contained shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

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

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

- 7. The Contractor shall diligently prosecute the work so that it shall be substantially completed within the time specified in Section 00800-1.1, **Time Allowed for Completion**.
- 8. Except as otherwise may be provided herein, Contractor hereby expressly guarantees for one (1) full year from the date of the substantial completion of the work under this agreement and acceptance thereof by the District, to repair or replace any part of the work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the work are, in the opinion of the District, rendered necessary as the result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from District, and without expense to District, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, District may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor and/or its sureties.

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

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

Union Sanitary District – East Warren Avenue Sanitary Sewer Replacement Project

Agreement

Page 6 of 11

- 9. The Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00610, **FORM OF PERFORMANCE BOND**, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.
- 10. In addition to the bond required under Paragraph 9, hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of the Contract Price, which bond shall be on the form provided by the District in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of Sections 9550 et seq. of the Civil Code, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety that possesses a minimum rating from A. M. Best Company of A:VII and that is approved by the District. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.
- 11. The Contractor may substitute securities for the amounts retained by the District to ensure performance of the work in accordance with the provisions of Section 22300 of the Public Contract Code.
- 12. The Contractor shall be provided the time period specified in Section 01340-2.0, **MATERIAL AND EQUIPMENT SUBSTITUTIONS**, for submission of data substantiating a request for a substitution of an "or equal" item.
- 13. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five feet

Union Sanitary District – East Warren Avenue Sanitary Sewer Replacement Project

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

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

- 14. In accordance with Section 7104 of the Public Contract Code, whenever any work involves digging trenches or other excavations that extend deeper than four feet below the surface, the provisions of Section 00700-7.2, **Differing Site Conditions**, shall apply.
- 15. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
- 16. In accordance with Section 4552 of the Government Code, the Contractor shall conform to the following requirements. In submitting a bid to the District, the Contractor offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by

Union Sanitary District – East Warren Avenue Sanitary Sewer Replacement Project

the Contractor for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor.

- 17. Pursuant to Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to the District, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.
- 18. In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
- 19. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the District from any claims, choses in action or lawsuits, whereby any subcontractor, material or equipment supplier, laborer or any person who supplies work or materials to said work of improvement may claim damages, losses and expenses thereto arising out of or resulting from any claim for performance of work, including the legal defense of any stop notice action as well as attorney fees and costs. District may be required to engage separate legal counsel from that of the Contractor should District and Contractor be both named as defendants, cross-defendants or other parties to any such stop notice action in District's sole discretion. Contractor shall be fully liable for any judgment or damages resulting from any claim for stop notice relief or other liability regarding payment for materials, supplies, labor or equipment under this contract. In claims against any person or entity indemnified under this paragraph by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited in amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor. In all cases, indemnification shall include attorney fees and court costs.

Unless arising solely out of the active negligence, gross negligence or willful misconduct of the District or the Design Consultant, the Contractor shall indemnity, defend and hold harmless: (1) the District and its Board of Directors, officers, employees, agents and representative; (ii) the

Union Sanitary District – East Warren Avenue Sanitary Sewer Replacement Project

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

Union Sanitary District – East Warren Avenue Sanitary Sewer Replacement Project

IN WITNESS WHEREOF, the parties hereto have executed this agreement dated
MCGUIRE AND HESTER
By:
Bruce W. Daseking
Executive Vice President
2810 Harbor Bay Parkway, Alameda, CA 94502
UNION SANITARY DISTRICT
By:
Tom Handley
Board Secretary
5072 Benson Road, Union City, California 94587
ATTEST:
Karen W. Murphy
Attorney for Union Sanitary District

Union Sanitary District – East Warren Avenue Sanitary Sewer Replacement Project

Agreement

Page 11 of 11



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
General Manager/
District Engineer

Karen W. Murphy *Attorney* 

#### SEPTEMBER 11, 2023 BOARD OF DIRECTORS MEETING AGENDA ITEM # 8

TITLE: Authorize the General Manager to Execute Amendment No. 2 to Task Order

No. 1 with Mark Thomas & Company, Inc. for Construction Inspector

Staff Augmentation (This is a Motion Item)

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

Raymond Chau, Technical Services Work Group Manager

Richard Thow, Customer Service Team Coach

#### Recommendation

Staff recommends the Board authorize the General Manager to execute Amendment No. 2 to Task Order No. 1 with Mark Thomas & Company, Inc. (Mark Thomas) in the amount of \$212,301 for extending the services of the temporary construction inspectors.

#### Discussion

The Customer Service Team employs two full-time construction inspectors whose primary responsibility is to inspect sewer lateral repairs and new sewer main and lateral installation for large housing tract projects, businesses, and secondary units (ADUs). Additional duties include coordinating work between District crews and contractors and acting as the field representative for the District.

One of the construction inspectors retired in March and the second construction inspector submitted his resignation in June. The two construction inspector vacancies provided an opportunity for management to further evaluate both construction inspector positions that would allow some flexibility in reassigning work in the future. While the permanent positions are evaluated and the recruitment process is completed, staff selected Mark Thomas to provide temporary construction inspectors on the Customer Service Team.

In June 2023, staff executed an agreement and Task Order No. 1 with Mark Thomas in the amount of \$73,879 to provide a temporary construction inspector for three months from June through August.

On July 17, 2023, the Board authorized the General Manager to execute Amendment No. 1 to Task Order No. 1 with Mark Thomas in the amount of \$100,812 to add a second temporary construction inspector for a period of three months and to extend the services of the first construction inspector for an additional month through October 5, 2023.

Management and staff are currently evaluating the construction inspector positions. The proposed job classification will be presented to the Board for their consideration at a future meeting.

#### Amendment No. 2 to Task Order No. 1

The purpose of Amendment No. 2 to Task Order No. 1 is to extend the services of the two temporary construction inspectors for four additional months through February 2, 2024. Below is a summary of the amendment fee:

Description	Amount
Project Manager	\$6,192
First Construction Inspector	\$95,522
Second Construction Inspector	\$97,772
Administrative	\$981
Other Direct Costs	\$11,834
Total Not-to-Exceed Fee	\$212,301

The total amount for the agreement with Mark Thomas is summarized below:

Description	Amount
Task Order No. 1 – First temporary construction inspector	\$73,879
Amendment No. 1 to Task Order No. 1 – Add the second temporary construction inspector	\$100,812
Amendment No. 2 to Task Order No. 1 – Extend the services of the two construction inspectors	\$212,301
Total Not-to-Exceed Fee	\$386,992

#### **Background**

The Customer Service Team employs two full-time construction inspectors whose primary responsibility is to inspect sewer lateral repairs and new sewer main and lateral installation for large housing tract projects, businesses, and secondary units (ADUs). Additional duties include coordinating work between District crews and contractors and acting as the field representative for the District.

One of the construction inspectors retired in March. The Customer Service Team and management decided to evaluate the position to consider including other duties. For example, engineering plan reviews and permit application processing would allow management some flexibility reassigning work should construction activities decrease in the future. However, due to the anticipated construction activities for the remainder of the year, it was necessary to fill the vacant position on a temporary basis until such time that the District can recruit a permanent replacement.

Staff issued a Request for Proposal to several engineering consultant firms and selected Mark Thomas to provide a temporary construction inspector for three months. In June 2023, staff executed an agreement and Task Order No. 1 with Mark Thomas in the amount of \$73,879 to provide a temporary construction inspector for three months from June through August.

In June, the second construction inspector submitted his resignation. This provided an opportunity for management to further evaluate both construction inspector positions that would allow some flexibility in reassigning work in the future. While the permanent positions are evaluated and the recruitment process is completed, staff requested Mark Thomas to provide a second temporary construction inspector on the Customer Service Team.

On July 17, 2023, the Board authorized the General Manager to execute Amendment No. 1 to Task Order No. 1 with Mark Thomas in the amount of \$100,812 to add a second temporary construction inspector for a period of three months and to extend the services of the first construction inspector for an additional month through October 5, 2023.

#### **Previous Board Action:**

July 17, 2023 – The Board authorized the General Manager to execute Amendment No. 1 to Task Order No. 1 with Mark Thomas in the amount of \$100,812 to add a second temporary construction inspector for a period of three months and to extend the services of the first construction inspector for an additional month through October 5, 2023.

Attachment: Amendment No. 2 to Task Order No. 1

#### CONSTRUCTION INSPECTOR STAFF AUGMENTATION

**AMENDMENT No. 2** 

to

**TASK ORDER No. 1** 

to

**AGREEMENT** 

**BETWEEN** 

UNION SANITARY DISTRICT

AND

MARK THOMAS & COMPANY, INC.

**FOR** 

**PROFESSIONAL SERVICES** 

Dated June 5, 2023

#### 1. PURPOSE

The purpose of Task Order No. 1 was to engage the services of a staff augmentation Construction Inspector to provide inspection and documentation of sewer construction activities related to District permitting of developer work and existing sewer lateral repairs. Amendment No. 1 to Task Order No. 1 added a second Construction Inspector and extended the original staff augmentation Construction Inspector services. Amendment No.2 to Task Order No. 1 further extends staff augmentation Construction Inspector services for the two inspectors through February 2, 2024, in support of the Customer Service Team's sewer construction activities.

#### 2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the District's Project Manager and Customer Service Team Coach, Richard Thow.

#### 3. SCOPE OF SERVICES

Staff augmentation Construction Inspection services shall be provided as specified in Task Order No. 1.

#### 4. SERVICES PROVIDED BY DISTRICT

Service provided by District shall be as detailed in Task Order No. 1.

#### 5. DELIVERABLES

Deliverables shall be as detailed in Task Order No. 1.

#### 6. PAYMENT TO THE ENGINEER

Compensation shall be on a time and materials cost basis for services provided under this Agreement. Labor costs shall be billed in accordance with Consultant's current schedule of hourly rates per Exhibit A.

The estimated costs for Amendment No. 2 are presented in Exhibit A. The cost ceiling shall be increased by **\$212,301** under Amendment No. 2 to a total of **\$386,992**. Total charges to the District shall not exceed this amount without written authorization from the District. Fee estimate does not include overtime inspection. Overtime inspection is considered an optional item.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1	\$73,879	No	Paul Eldredge
Amendment No. 1 to Task Order No. 1	\$100,812	Yes	Paul Eldredge
Amendment No. 2 to Task Order No. 1	\$212,301	Yes	Paul Eldredge
Total	\$386,992		

#### 7. DURATION

Staff Augmentation Construction Inspectors assignment is scheduled to be performed through February 2, 2024.

#### 8. KEY PERSONNEL

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

Key Person to be Assigned
Sonny Quach
Jason Atherton
Frank Quach

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

IN WITNESS WHEREOF, the parties hereto have Task Order No. 1 as ofAgreement.	
DISTRICT	ENGINEER
Union Sanitary District	Mark Thomas & Company, Inc.
By: Paul R. Eldredge, P.E. General Manager/District Engineer	By: Benjamin T. Porter, P.E. Associate Principal
Date:	Date:

#### **EXHIBIT A**

#### **FIELD INSPECTIONS**

The following tables summarizes the hours and billing rates for the Project:

#### **TASK ORDER No. 1**

STAFF						
Staff Description	Estimated Hours	Billing Rate	Labor Cost			
Project Manager (Frank Quach)	12	\$258	\$3,096			
Construction Inspector (Sonny Quach)	480	\$138.84	\$66,643			
		Subtotal	\$69,739			

OTHER DIRECT COSTS	
Identification	Rate
Company Automobile (80 miles/day @ \$0.63 per mile)	\$3,024
Cellular Phone (\$60/month)	\$180
DIR Training Fund <sup>(1)</sup> Contribution (\$1.95/hour)	\$936
Subtotal	\$4,140

Task Order No. 1 Total (Staff + Direct Costs)	\$73,879
rask Order No. 1 Total (Stall + Direct Costs)	7/5,6/9

## AMENDMENT No. 1 to TASK ORDER No. 1

STAFF			
Staff Description	Estimated Hours	Billing Rate	Labor Cost
Project Manager (Frank Quach)	16	\$258	\$4,128
Construction Inspector (Sonny Quach)	160	\$138.84	\$22,215
Construction Inspector (Jason Atherton)	480	\$142.11	\$68,213
Administrator	6	\$122.53	\$736
		Subtotal	\$95,292

OTHER DIRECT COSTS		
Identification	Rate	
Sonny Quach (Extended 160 hours / 1 month)		
Company Automobile (80 miles/day @ \$0.63 per mile)	\$1,008	
Cellular Phone (\$60/month)	\$60	
DIR Training Fund <sup>(1)</sup> Contribution (\$1.95/hour)	\$312	
Subtota	\$1,380	
Jason Atherton (Added 480 hours / 3 months)		
Company Automobile (80 miles/day @ \$0.63 per mile)	\$3,024	
Cellular Phone (\$60/month)	\$180	
DIR Training Fund <sup>(1)</sup> Contribution (\$1.95/hour)	\$936	
Subtota	\$4,140	

#### **AMENDMENT No. 2 to TASK ORDER No. 1**

STAFF			
Staff Description	Estimated Hours	Billing Rate	Labor Cost
Project Manager (Frank Quach)	24	\$258	\$6,192
Construction Inspector (Sonny Quach)	688	\$138.84	\$95,522
Construction Inspector (Jason Atherton)	688	\$142.11	\$97,772
Administrator	8	\$122.53	\$981
		Subtotal	\$200,467

OTHER DIRECT COSTS		
Identification	Rate	
Sonny Quach (Extended through February 2, 2024)		
Company Automobile (80 miles/day @ \$0.63 per mile)	\$4,335	
Cellular Phone (\$60/month) \$240		
DIR Training Fund <sup>(1)</sup> Contribution (\$1.95/hour)	\$1,342	
Subtotal	\$5,917	
Jason Atherton (Extended through February 2, 2024))		
Company Automobile (80 miles/day @ \$0.63 per mile)	\$4,335	
Cellular Phone (\$60/month)	\$240	
DIR Training Fund <sup>(1)</sup> Contribution (\$1.95/hour)	\$1,342	
Subtotal	\$5,917	

	_
Amendment No. 1 to Task Order No. 1 Total (Staff + Direct Costs)	\$212,301

#### Footnotes:

1. One of the legal requirements for working on a public works project is the employment of apprentices. The Department of Industrial Relations' Division of Apprenticeship Standards provides assistance to contractors in employing apprentices on public works sites. A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council.



Directors

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy
Attorney

## SEPTEMBER 11, 2023 BOARD OF DIRECTORS MEETING AGENDA ITEM # 9

TITLE: Review and Consider Approval of Updated Policy No. 6560, Unclassified Staff

Compensation Plan (This is a Motion Item)

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

Mark Carlson, CFO/Business Services Work Group Manager

Alisa Gordon, Human Resources Manager

#### Recommendation

Review and approve proposed changes to Policy No. 6560, Unclassified Staff Compensation Plan.

#### Discussion

Policy No. 6560 was most recently due for review in June 2017 following its three (3) year review cycle. At that time, the Executive Team and General Manager developed compensation concepts and options that were presented to the Unclassified staff; none of those options were further pursued at the request of Unclassified staff. COVID and other factors further delayed any discussions regarding this policy.

Starting in late 2022, two special meetings were held with the Board to discuss the policy and to get Board input and direction. Based on the Board's direction, staff has updated the policy accordingly. A summary of the more significant changes are:

- Salary adjustments based on Consumer Price Index (CPI) with a minimum and maximum
- 2% Pay for Performance non-PERSable lump sum tied to individual performance
- Market Survey review of comparable classifications conducted every three (3) years
- Minor language cleanup and reordering of information for clarity

Proposed amendments were presented to Unclassified staff for review and comment and was generally well received. It is staff's intent to implement the changes in this policy, if approved, with the next performance appraisal process in 2024.

## **Background**

Policy No. 6560 provides the general structure of how the District assigns compensation for Unclassified staff. The policy outlines how salaries are determined, reviewed, and adjusted, including how market surveys are conducted to ensure continued market competitiveness. Additionally, the policy details the framework for the Unclassified Performance Appraisal process, including performance measures and the performance pay adjustment process. This policy is scheduled for review every three (3) years.

#### **Previous Board Action**

10/13/2014 Board Meeting – Approval of Policy No. 6560, Unclassified Staff Compensation Plan

Attachments: Redline of Policy No. 6560

Clean version of Policy No. 6560

## Union Sanitary District Policy and Procedure Manual

Effective: 6/2014 XX/2023	Unclassified Staff	Policy Number 6560
	Compensation Plan	Page 1 of <u>65</u>

## **Policy**

Union Sanitary District believes that the contributions of its unclassified employees are essential to its success. The Unclassified Staff Compensation Plan recognizes employees for achieving specific, agreed--upon results and for demonstrating participative management skills to effectively and efficiently meet team, work group, and District-wide goals and objectives.

#### **Purpose**

The purposes of Union Sanitary District's Unclassified Staff Compensation Plan are to ensure that:

- performance excellence is supported, recognized, and rewarded fairly and objectively
- compensation is related to job responsibility and performance of both the employee and the group
- uniform application of the rating system and compensation is achieved
- results and accomplishments to be achieved are identified
- individual and group performance are linked to team, work group, and District-wide goals
- skills and behaviors required for successful job performance are maintained and developed
- creative and innovative activities are encouraged and recognized
- interdepartmental cooperation and decision-making at all levels are emphasized
- compensation is competitive within the market and is equitable internally
- the difference between the various levels of performance are recognized on an annual basis
- an incentive for employees to meet or exceed organizational goals and objectives is provided-

## **Definitions and Procedures**

**Base Compensation** 

<u>Adjustments</u>	whose annual performance rating is "Meets Expectations" or above. The
	range used to determine the actual individual base compensation
	adjustment is a two-part process.
	Part One: Annual Increase Cap Determination.
	Using the annual December to December Consumer Price Index for All
	Urban Consumers (CPI-U). The range to be considered for the average
	annual increases for all unclassified employees will be 3.25% (Minimum) to
	4.5% (Maximum). This increase represents the average for all unclassified
	as a group. This is not the scale used for individual base compensation
	adjustments.

Base compensation adjustments are available to unclassified employees

	Part Two: Individual base compensation  The sliding scale is calculated utilizing that year's average increase. The range is independent from the average annual increase. The actual base compensation adjustment for each unclassified employee will be on a sliding scale dependent upon individual performance.
Market Benchmark	Market Benchmark (MB) is the average of the top step or range of comparable classifications at comparison agencies. MB's are adjusted every year in the first pay period of September.
	In non-survey years, MB's are adjusted per the CPI (defined above). MB's are independent of performance ratings.
Market Surveys	Market Surveys (MS) are conducted every three years. An MS consists of a review of comparable classifications at the comparable agencies (agencies or cities performing work similar to USD classifications). The average of the top step or range of comparable classifications at comparable agencies identified in the MS becomes the Market Average (MB).
Merit Based Pay for Performance	All unclassified staff are eligible for merit-based Pay for Performance on a sliding scale dependent upon performance.
	<ul> <li>Employees must receive a performance rating of "Exceeds Expectations" (or greater) to be eligible for merit-based Pay for Performance.</li> <li>Scale ranges between 0% and 2% based on the individual employee's annual performance rating.</li> <li>Merit based Pay for Performance will be paid as a Non-PERSable Lump Sum in the first pay period of September.</li> </ul>
Salary Range	The salary range for an unclassified job description will be 20% below the MB (minimum) to 5% above the MB (maximum).
Compensation Year	September 1 through August 31.
Evaluation Year	July 1 through June 30.
Equity Review Panel (ERP)	Consisting of the General Manager, Workgroup Managers, and internal resources as necessary; reviews performance appraisals and provides input to ensure consistency, fairness and uniform application of District policies and procedures, as necessary.
Salary at Initial Appointment	New employees are appointed within the salary range not to exceed 90% of the MB. Appointments where the recommended salary exceeds 90%, but is under 95% of the MB, require prior Executive Team consensus. Any appointments above 95% of the MB require the approval of the General Manager.

Salary Adjustments for New/Promoted/ Transfer Employees	New, promoted, or internal lateral transfer employees will be eligible to receive a prorated base compensation adjustment only after successful completion of a six-month evaluation period with a performance rating of "Meets Expectations" or greater. Base compensation adjustments will be based on the individual performance rating.  After the six-month evaluation, employees with a performance rating of "Meets Expectations" or greater may be eligible to receive a prorated salary adjustment at the annual evaluation review period. The proration shall be
	The following evaluation year the employee will be placed in the regular performance appraisal and performance pay adjustment process cycle.
Lump Sum Payment – Salary	A lump sum payment for the previous evaluation year shall be paid when a base compensation adjustment would move an employee's salary to more than 5% above the MB.  The base compensation adjustment percentage will be paid out to the employee as a non-PERSable lump sum payment in the first pay period of September. The base compensation adjustment paid as a lump sum may not at any time exceed 10%.
Coach Compensation	Additional compensation of up to \$3,000 based on a Coach's success in meeting annual performance goals assigned by the Executive Team.
Accelerated MovementAcceleration Pay	Additional compensation, Compensation of up to ½% per month, 3% may be available to an employee who has:  Has been in the position for less than 3 years, whose salary is below 95% of the old MSA,MB (prior to MS adjustments), and whose Whose performance rating is "Meets Expectations" or above.  Additional compensation of up to 3% may also be available to an employee who has: Has been in the their current position for more than 3 years, whose salary is Is below 95% of the old MSA,MB (prior to MB/MS adjustments), and whose Whose performance rating for the current and previous two years is "Exceeds Expectations" or above.

	Factors considered in determining the additional compensation include % of MSAMB, overall performance, contributions to District, current economic conditions, and payroll budget.
Performance Measure- ment/Results to be Achieved	Level of performance as measured by quantifiable results and/or visible behaviors which demonstrate a job responsibility has been met.
Performance Ratings:  Superior Performance:	Employee's contribution far exceeds expectations by demonstrating the highest level of knowledge, skills and abilities; developing and/or administering significant projects and programs; and contributing to a work environment in which employees engage in collaborative problem-solving, communicate effectively, and focus on continuous improvement and customer service.
Exceeds Expectations:	Employee's performance exceeds expectations for the job by demonstrating extra effort and showing significant positive results that have contributed to a work environment where employees engage in collaborative problemsolving, communicate effectively, and focus on continuous improvement and customer service.
Meets Expectations:	Employee carries out the essential job functions. Performance is acceptable for length of time employee has been on the job. Effort has been exerted during the year showing positive results that have contributed to a work environment where employees use a collaborative approach and effective communication skills in all their interactions.
Fails to Meet Expectations	Employee does not meet the basic requirements of the job in one or more areas and improvement is required. Employee may have inconsistent or uneven performance.
Minimum salary	At no time shall an employee's salary fall below 20% of the MB. The General Manager shall have the authority to adjust an employee's salary that falls 20% below the MB on a case-by-case basis.
Base PayY-Rate	e amount Suspension of salary up to 105% of the market survey average. Salary may exceed 105% of MSA only ifadjustment for an employee whose salary range is reduced based on market survey. If this occurs, exceeds the salary range for the baseposition due to an updated MS. No additional pay is frozen (Y-rated) adjustments will be made until the market survey average increases and the salary range is adjusted to an amount that exceeds employee's basesalary falls within the updated classification pay range.  Pay for Performance elements are not affected by Y-rating.

<u>6560</u>

Coach Compensation	Additional compensation up to \$4,500.00 based on a Coach's success in meeting the annual performance goals assigned by the Executive Team.
Compensation Increase	Individual increases will be earned as a result of performance and achievement of action plans or growth within the position during the previous evaluation year. Compensation is the total of base pay and one-time lump sum pay. Base pay is available from 80% to 105% of the market survey average (see "Y-rated" definition and Performance Pay Adjustment Process, section 5 for exception). Compensation increases will be paid as a percentage of base pay and/or a lump sum.
Compensation Year	September 1 through August 31 (for previous fiscal year).
Equity Review Panel	Consisting of the General Manager, Work Group Managers, and internal resources as necessary, sets the amount of compensation available for each level of performance, reviews performance appraisals, and approves or modifies rater's recommendations for compensation.
Evaluation Year	July 1 through June 30.
Initial Appointment	New employees are normally appointed at a base pay which is between 80% and 100% of the market survey average. Appointments above 100% must be approved by the General Manager.
Lump Sum Payment	<ul> <li>A lump sum payment for the previous evaluation year:         <ul> <li>Shall be paid when an employee's compensation exceeds 105% of the market survey average, or employee's base pay is Y-rated.</li> <li>May be paid when the increase to an employee's base pay is combined with a one time payment at the discretion of the Equity Review Panel's (ERP) annual allocation of compensation increases between base pay and lump sum amounts.</li> </ul> </li> <li>The maximum amount of a lump sum payment at any one time is 10%.</li> </ul>
	Employees must requalify for this pay in each appraisal period.
Market Survey Average	Market Survey average (MSA) is the average of the market salary survey. MSAs are adjusted annually, in the first pay period in September of each year, and are independent of any performance ratings.
Market Surveys	Market Surveys are conducted every other year. A Market Survey consists of a review of comparable classifications at other agencies or cities performing work similar to USD classifications. The average pay of matching classifications becomes the Market Survey Average (MSA). MSAs are adjusted adjusted annually in the first pay period in September based on difference from the previous year. In non-survey years, MSAs are adjusted per the direction of the General Manager. MSAs are independent of performance ratings.
Pay Adjustments	Pay adjustments occur at performance appraisal time and are normally made

	in the first pay period in September of each year, unless it is within the first six months of an employee's employment.
Performance Measure- ment/Results to be Achieved	Level of performance as measured by quantifiable results and/or visible behaviors which demonstrate that a job responsibility has been met.
Performance Rating Schedule	Each year a schedule for submitting information related to unclassified evaluations will be determined and provided to unclassified employees.
Ratings:	
Superior	Employee's contribution far exceeds expectations by demonstrating the highest
Performance:	level of knowledge, skills and abilities; developing and/or administering significant projects and programs; and contributing to a work environment in which employees engage in collaborative problem solving, communicate effectively, and focus on continuous improvement and customer service.
Exceeds Expectations:	Employee's performance exceeds expectations for the job by demonstrating extra effort during the year and showing significant positive results that have contributed to a work environment where employees engage in collaborative problem-solving, communicate effectively, and focus on continuous improvement and customer service.
Meets Expectations:	Employee carries out the essential job functions. Performance is acceptable for length of time employee has been on the job. Effort has been exerted during the year showing positive results that have contributed to a work environment where employees use a collaborative approach and effective communication skills in all their interactions.
Fails to Meet Expectations	Employee does not meet the basic requirements of the job in one or more areas and improvement is required. Employee may have inconsistent or uneven performance.
Salary Range	Minimum and maximum amounts for each classification determined by MSA; minimum amount is 80% of MSA and maximum amount is 105% of MSA.
<del>Y-Rate</del>	The "freezing" of an employee's salary when an employee's base pay exceeds the salary range for his/her position because of a reduction of the MSA due to Market Survey. Salaries for employees paid at top of salary range prior to decrease, or at a rate higher than the reduced salary range maximum amount are frozen, or "Y-rated", until the salary range maximum exceeds current base pay.

## **Procedure**

## Performance Appraisal Process The first

One of the key elements of the Unclassified Staff Compensation Plan is the performance appraisal process. The <a href="mailto:purposes purpose">purpose</a> of the performance appraisal process <a href="mailto:area">areis</a>, on an annual

basis, to plan, review, and appraise performance; to evaluate job-related results and behaviors through face-to-face discussions and documentation; and to serve as the basis for base pay adjustments, merit-based pay for performance merit pay, and/or other forms of recognition and reward.

The performance appraisal process consists of three phases: *Performance Planning*:

- 1. Performance expectations will be established mutually for key job responsibilities. In addition to at least one planning meeting, there will also be written documentation of the above. By the end of August of each year, the rater and employee should meet to agree on the
  - performance expectations
  - dates for deliverables
  - methods to achieve the plan
  - methods to track performance.
- 2. Performance Tracking and Feedback: The rater and employee will be responsible for documenting results and/or visible behaviors that demonstrate that a performance expectation has expectations have been met. The rater and employee will communicate about the employee's performance on an ongoing basis. In addition, the rater may meet with the employee periodically throughout the year, such as after performance expectations have been established in order to discuss achievements, behaviors, mid-course adjustments, etc. Performance Appraisal:
- 3. On an annual basis (by the middle of August of each year), the rater and employee will meet to discuss the evaluation and actual results and behaviors as compared to expectations initially established. They will agree on a plan for any areas needing improvement, and/or areas for future development.

<u>Performance Pay Adjustment Process</u> The second key element of the Unclassified Staff Compensation Plan is the performance pay adjustment process.

- 1. Performance Rating: Performance pay adjustments are made on an annual basis and are based on the rating determined through the performance appraisal process. Salaries are increased on a percentage of current base salary. Compensation, including performance merit pay and base pay adjustments, will be made on the first day of the pay period that includes September 1.
- 2. Performance Pay Adjustment: Performance pay adjustments will occur no later than the first pay period in September of each year. In order to receive any merit pay adjustments, employees must be employed by the District on September 1 following the performance evaluation period ending June 30.

The performance evaluation for the prior fiscal year becomes the basis of compensation for the following year, beginning September 1. Any excess of 105% will be paid in a lump sum to the employee in the payroll that includes September 1. Adjustments to base pay are made only for the time employed in the new compensation year. In order to receive the adjustment, the employee must be employed at the time the performance pay adjustment is made.

## **Performance Rating Process**

The Rating Process includes the following steps:

a. The rater assesses the employee, indicating at which level the employee is working in all rating categories. \_An overall rating is then determined.

- b. The rater forwards the employee's performance appraisal to the ERP.
- c. The ERP reviews all performance appraisals and determines the range of compensation available for each level of performance. Factors appraisal factors considered include including but not limited to overall performance, and contributions to the District, current economic conditions and payroll budget. The Equity Review Panel may divide total compensation into percent increase or lump sum at its discretion.
  - d. The ERP also determines the amount of "accelerated movement" compensation available for employees who meet the criteria described in "Definitions."
- e.d. The ERP determines the level of Coach Compensation based on each Coach's success in meeting the annual performance goals assigned by the Executive Team.
- f.<u>e.</u> The ERP returns the performance appraisal to the rater, who then determines the specific percentage of compensation.
- g.f. The rater meets with the employee and discusses the evaluation.
- <u>h.g.</u>The evaluation form is forwarded to Business Services, which processes all adjustments to compensation.

Performance Sanctions:

- 3. Employees who perform at a rating of unsatisfactory "Fails to Meet Expectations" may receive performance sanctions, which may result in pay decreases.
- New Employees:
- 4. New employees will receive <u>pro-rated prorated</u> adjustments only after successful completion of a six-month review period. After their first review, employees who have worked less than a full year will receive prorated adjustments at the annual cycle and then be placed in the regular performance appraisal and performance pay adjustment process cycle.
  - 5. External and Internal Equity: External equity, as determined by a Market Survey, and internal equity studies will be conducted every other year to determine that compensation rates are similar to comparable agencies, to ensure access to competent and qualified candidates, and to maximize retention of valuable employees. During non-survey years, the General Manager will determine the increase.

#### Process:

Selected agencies

Market Survey (MS) Process:

- •a. The comparable agencies are surveyed for market comparisons.
- •<u>b.</u> Market <u>Survey averagesBenchmarks</u> are computed for each classification for which there are at least two directly comparable or closely-\_related classifications. <u>ComparisonThe comparison</u> includes the highest available salary, <u>(top step or top of the range)</u>, minus employee contributions for retirement.

Internal equity is

<u>c.</u> <u>District specific factors are</u> assessed by determining horizontal and/or vertical classifications and <sup>48 of 76</sup> any compression factors.

•

- •d. Where there are insufficient market comparisons or there are horizontal or vertical District classification relationships which are desirable to maintain, market survey adjustments will be established on a case-by-case basis.
- If, due to the Market Survey, the MSA is reduced and as a result, the salary range the MB for a classification is reduced, salaries for due to the MS, employees paid at top of salary range prior to decrease, or at

## <u>Union Sanitary District</u> Policy and Procedure Manual

a rate higher than the reduced salary range maximum amount are Y-rated (frozen) until salary range maximum exceeds current base pay. Any increase in compensation due to performance pay adjustment within the classification will be made by lump sum payment.

e. This revision supecedes Y-rated if their salary exceeds the new range, until the version(s) listed below, which are no longer effective. Initially approved by: Unclassified Compensation Task Force, 7/91employee's salary falls within the updated classification pay range.

Revised: 6/94, 6/95, 8/99, 5/02, 12/08, 4/11

Approved by: Board of Directors and General Manager

Author/Owner: \_\_\_\_\_Human Resources Manager

Reviewers: \_\_\_\_\_Executive Team Review Frequency: \_\_\_\_Every 35 Years

Revision Due: 6/2017 XX/2028

Effective: XX/2023	Unclassified Staff	Policy Number 6560
	Compensation Plan	Page 1 of 5

### **Policy**

Union Sanitary District believes that the contributions of its unclassified employees are essential to its success. The Unclassified Staff Compensation Plan recognizes employees for achieving specific, agreed-upon results and for demonstrating participative management skills to effectively and efficiently meet team, work group, and District-wide goals and objectives.

## **Purpose**

The purposes of Union Sanitary District's Unclassified Staff Compensation Plan are to ensure that:

- performance excellence is supported, recognized, and rewarded fairly and objectively
- compensation is related to job responsibility and performance of both the employee and the group
- uniform application of the rating system and compensation is achieved
- results and accomplishments to be achieved are identified
- individual and group performance are linked to team, work group, and District-wide goals
- skills and behaviors required for successful job performance are maintained and developed
- creative and innovative activities are encouraged and recognized
- interdepartmental cooperation and decision-making at all levels are emphasized
- compensation is competitive within the market and is equitable internally
- the difference between the various levels of performance is recognized on an annual basis
- an incentive for employees to meet or exceed organizational goals and objectives is provided

#### **Definitions and Procedures**

Base Compensation Adjustments	Base compensation adjustments are available to unclassified employees whose annual performance rating is "Meets Expectations" or above. The					
Aujustinents	range used to determine the actual individual base compensation					
	adjustment is a two-part process.					
Part One: Annual Increase Cap Determination.						
	Using the annual December to December Consumer Price Index for All					
	Urban Consumers (CPI-U). The range to be considered for the average annual increases for all unclassified employees will be 3.25% (Minimum) to					
	4.5% (Maximum). This increase represents the average for all unclassified					
	as a group. This is not the scale used for individual base compensation adjustments.					
	aujustificitis.					
	Part Two: Individual base compensation					
	The sliding scale is calculated utilizing that year's average increase. The					
	range is independent from the average annual increase. The actual base					

	compensation adjustment for each unclassified employee will be on a sliding scale dependent upon individual performance.
Market Benchmark	Market Benchmark (MB) is the average of the top step or range of comparable classifications at comparison agencies. MB's are adjusted every year in the first pay period of September.  In non-survey years, MB's are adjusted per the CPI (defined above). MB's
	are independent of performance ratings.
Market Surveys	Market Surveys (MS) are conducted every three years. An MS consists of a review of comparable classifications at the comparable agencies (agencies or cities performing work similar to USD classifications). The average of the top step or range of comparable classifications at comparable agencies identified in the MS becomes the Market Average (MB).
Merit Based Pay for Performance	All unclassified staff are eligible for merit-based Pay for Performance on a sliding scale dependent upon performance.
	<ul> <li>Employees must receive a performance rating of "Exceeds Expectations" (or greater) to be eligible for merit-based Pay for Performance.</li> <li>Scale ranges between 0% and 2% based on the individual employee's annual performance rating.</li> <li>Merit based Pay for Performance will be paid as a Non-PERSable Lump Sum in the first pay period of September.</li> </ul>
Salary Range	The salary range for an unclassified job description will be 20% below the MB (minimum) to 5% above the MB (maximum).
Compensation Year	September 1 through August 31.
Evaluation Year	July 1 through June 30.
Equity Review Panel (ERP)	Consisting of the General Manager, Workgroup Managers, and internal resources as necessary; reviews performance appraisals and provides input to ensure consistency, fairness and uniform application of District policies and procedures, as necessary.
Salary at Initial Appointment	New employees are appointed within the salary range not to exceed 90% of the MB. Appointments where the recommended salary exceeds 90%, but is under 95% of the MB, require prior Executive Team consensus. Any appointments above 95% of the MB require the approval of the General Manager.

Salary Adjustments for New/Promoted/ Transfer Employees	New, promoted, or internal lateral transfer employees will be eligible to receive a prorated base compensation adjustment only after successful completion of a six-month evaluation period with a performance rating of "Meets Expectations" or greater. Base compensation adjustments will be based on the individual performance rating.
	After the six-month evaluation, employees with a performance rating of "Meets Expectations" or greater may be eligible to receive a prorated salary adjustment at the annual evaluation review period. The proration shall be calculated by the number of months from the start date divided by 12.
	The following evaluation year the employee will be placed in the regular performance appraisal and performance pay adjustment process cycle.
Lump Sum Payment – Salary	A lump sum payment for the previous evaluation year shall be paid when a base compensation adjustment would move an employee's salary to more than 5% above the MB.
	The base compensation adjustment percentage will be paid out to the employee as a non-PERSable lump sum payment in the first pay period of September. The base compensation adjustment paid as a lump sum may not at any time exceed 10%.
Coach Compensation	Additional compensation of up to \$3,000 based on a Coach's success in meeting annual performance goals assigned by the Executive Team.
Acceleration Pay	<ul> <li>Compensation of up to 3% may be available to an employee who: <ul> <li>Has been in the position for less than 3 years,</li> <li>Is below 95% of the MB (prior to MS adjustments), and</li> <li>Whose performance rating is "Meets Expectations" or above.</li> </ul> </li> <li>Additional compensation of up to 3% may also be available to an employee who: <ul> <li>Has been in their current position for more than 3 years,</li> <li>Is below 95% of the MB (prior to MB/MS adjustments), and</li> <li>Whose performance rating for the current and previous two years is "Exceeds Expectations" or above.</li> </ul> </li> <li>Factors considered in determining the additional compensation include % of MB, overall performance, contributions to District, current economic conditions, and payroll budget.</li> </ul>

Performance Measure- ment/Results to be Achieved	Level of performance as measured by quantifiable results and/or visible behaviors which demonstrate a job responsibility has been met.
Performance Ratings:	
Superior Performance:	Employee's contribution far exceeds expectations by demonstrating the highest level of knowledge, skills, and abilities; developing and/or administering significant projects and programs; and contributing to a work environment in which employees engage in collaborative problem-solving, communicate effectively, and focus on continuous improvement and customer service.
Exceeds Expectations:	Employee's performance exceeds expectations for the job by demonstrating extra effort and showing significant positive results that have contributed to a work environment where employees engage in collaborative problemsolving, communicate effectively, and focus on continuous improvement and customer service.
Meets Expectations:	Employee carries out the essential job functions. Performance is acceptable for length of time employee has been on the job. Effort has been exerted during the year showing positive results that have contributed to a work environment where employees use a collaborative approach and effective communication skills in all their interactions.
Fails to Meet Expectations	Employee does not meet the basic requirements of the job in one or more areas and improvement is required. Employee may have inconsistent or uneven performance.
Minimum salary	At no time shall an employee's salary fall below 20% of the MB. The General Manager shall have the authority to adjust an employee's salary that falls 20% below the MB on a case-by-case basis.
Y-Rate	Suspension of salary adjustment for an employee whose salary exceeds the salary range for the position due to an updated MS. No additional pay adjustments will be made until the employee's salary falls within the updated classification pay range.
	Pay for Performance elements are not affected by Y-rating.

## **Procedure**

## Performance Appraisal Process

One of the key elements of the Unclassified Staff Compensation Plan is the performance appraisal process. The purpose of the performance appraisal process is, on an annual basis, to plan, review, and

appraise performance; to evaluate job-related results and behaviors through face-to-face discussions and documentation; and to serve as the basis for base pay adjustments, merit-based pay for performance, and/or other forms of recognition and reward.

Performance expectations will be established mutually for key job responsibilities. The rater and employee will be responsible for documenting results and/or visible behaviors that demonstrate that performance expectations have been met. The rater and employee will communicate about the employee's performance periodically throughout the year, such as after performance expectations have been established in order to discuss achievements, behaviors, mid-course adjustments, etc.

On an annual basis (by the middle of August of each year), the rater and employee will meet to discuss the evaluation and actual results and behaviors as compared to expectations initially established. They will agree on a plan for any areas needing improvement, and/or areas for future development.

#### **Performance Rating Process**

The Rating Process includes the following steps:

- a. The rater assesses the employee, indicating at which level the employee is working in all rating categories. An overall rating is then determined.
- b. The rater forwards the employee's performance appraisal to the ERP.
- c. The ERP reviews all performance appraisal factors considered including but not limited to overall performance and contributions to the District.
- d. The ERP determines the level of Coach Compensation based on each Coach's success in meeting annual performance goals assigned by the Executive Team.
- e. The ERP returns the performance appraisal to the rater.
- f. The rater meets with the employee and discusses the evaluation.
- g. The evaluation form is forwarded to Business Services, which processes all adjustments to compensation.

Employees who perform at a rating of "Fails to Meet Expectations" may receive performance sanctions, which may result in pay decreases.

New employees will receive prorated adjustments only after successful completion of a six-month review period. After their first review, employees who have worked less than a full year will receive prorated adjustments at the annual cycle and then be placed in the regular performance appraisal and performance pay adjustment process cycle.

#### Market Survey (MS) Process:

- a. The comparable agencies are surveyed for market comparisons.
- b. Market Benchmarks are computed for each classification for which there are at least two directly comparable or closely related classifications. The comparison includes the highest available salary (top step or top of the range), minus employee contributions for retirement.
- c. District specific factors are assessed by determining horizontal and/or vertical classifications and any compression factors.
- d. Where there are insufficient market comparisons or there are horizontal or vertical District classification relationships which are desirable to maintain, market survey adjustments will be established on a case-by-case basis.
- e. If the MB for a classification is reduced due to the MS, employees within the classification will be Y-rated if their salary exceeds the new range, until the employee's salary falls within the updated classification pay range.

Approved by: Board of Directors and General Manager

Author/Owner: Human Resources Manager

Reviewers: Executive Team Review Frequency: Every 5 Years

Revision Due: XX/2028



**Directors** 

Manny Fernandez Tom Handley Pat Kite Anjali Lathi Jennifer Toy

#### Officers

Paul R. Eldredge General Manager/ District Engineer

Karen W. Murphy *Attorney* 

## SEPTEMBER 11, 2023 BOARD OF DIRECTORS MEETING AGENDA ITEM # 10

TITLE: Review and Provide Direction on Updated Fats, Oils, and Grease (FOG) Holiday

Advertisement (This is a Direction Item)

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

Raymond Chau, Technical Services Work Group Manager Michael Dunning, Environmental Compliance Team Coach

Michelle Powell, Communications & Intergovernmental Relations Coordinator

Alicia Dutrow, Environmental Outreach Representative

#### Recommendation

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

#### Discussion

On May 23, 2023, the Board met during a workshop to review preliminary Fats, Oils, and Grease (FOG) Holiday Advertisement concepts and provide comments. The Board directed staff to incorporate comments from the workshop and present options at a later date. At its August 28, 2023 meeting, the Board reviewed revised options and directed staff to incorporate feedback for presentation at a future meeting.

#### **Background**

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

#### **Previous Board Action**

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

Agenda Item No. 10 Meeting of September 11, 2023 Page 2

October 8, 2018 – The Board provided direction to incorporate specified edits to proposed artwork and to run both photo and illustrative versions of the 2018 FOG advertisement during the holiday season.

October 24, 2022 – The Board approved creation of the Fats, Oils, and Grease (FOG) Holiday Advertisement Ad Hoc Committee and appointed Vice President Fernandez and Director Kite to the ad hoc committee and President Lathi as the alternate.

April 10, 2023 – The Board directed staff to discontinue the Fats, Oils, and Grease (FOG) Holiday Advertisement Ad Hoc Committee and present future FOG holiday advertisement drafts at Board workshops.

August 28, 2023 – The Board reviewed FOG Holiday advertisement options and directed staff to incorporate feedback for presentation at a future Board meeting.

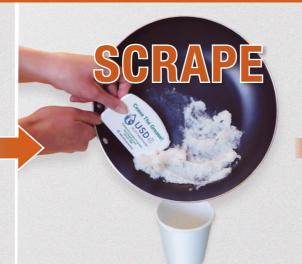
Attachments: Draft FOG Holiday Advertisement Options

# AVOID PIPE CLOGSI

KEEP FATS, OILS, & GREASE (FOG) OUT OF YOUR DRAINS!



Wipe cooled pans with a paper towel



Scrape solidified grease into compostable container



For more info: (510) 477-7500

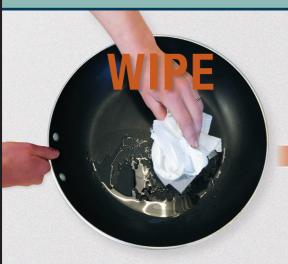


For larger amounts of used cooking oil or grease check StopFOG.com for disposal information.

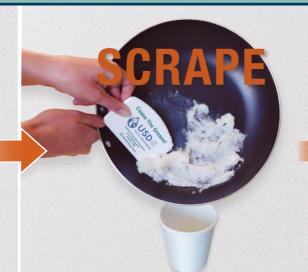


# **AVOID PIPE CLOGS!**

KEEP FATS, OILS, & GREASE (FOG) OUT OF YOUR DRAINS!



Wipe cooled pans with a paper towel



Scrape cooled grease into compostable container



or larger amounts of used cooking

USD PROTECT PRESERVE est. 1918
TRI-CITY WASTEWATER

For more info:

(510) 477-7500

For larger amounts of used cooking oil or grease check StopFOG.com for disposal information.





## Summary of the EBDA Commission Meeting Thursday, July 20, 2023, at 4:00 p.m.

- Commissioners Andrews, Azevedo, Johnson, Lathi, and Simon, were present. This meeting was conducted at the Oro Loma Sanitary District, 2655 Grant Avenue, San Lorenzo, CA 94580.
- Commissioner Andrews moved to approve the Commission Meeting Minutes of June 15, 2023, the List of Disbursements for June 2023, and the Treasurer's Report for June 2023. The motion was seconded by Commissioner Johnson and carried 5-0, by roll call vote.

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

Noes: None Absent: None Abstain: None

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

#### General Managers Report

The General Manager (GM) discussed actions being considered by state and regional water and wastewater associations in response to rising chemical costs. The GM also advised the Commission that the Bay Area Clean Water Agencies (BACWA) has contracted with Civic Edge Consulting to develop a public communication strategy for the regional wastewater community, including how best to leverage agencies' public outreach efforts. The GM reported that EBDA will provide letters of support for three grant proposals to EPA's Water Quality Improvement Fund that would benefit Member Agencies' nature-based solutions projects. The GM will attend an EPA Workshop in August focused on removing regulatory barriers to wastewater innovation. Lastly, the GM discussed next steps to finalize EBDA's Strategic Plan.

#### Financial Management Committee

The GM reported on the July 17 meeting of the Financial Management Committee. The Committee reviewed the List of Disbursements and Preliminary Treasurer's Report and recommended approval. The Committee reviewed the Authority's Investment Policy and Strategy, and there are no recommended changes. The Committee supports the Authority becoming a participant in California Asset Management Program (CAMP). Staff will bring the item to the Commission for consideration in September. Lastly, the Committee discussed banking alternatives and asked staff to expand the search to additional institutions.

### Operations and Maintenance Committee

The Operations and Maintenance (O&M) Manager and GM reported on the July 17 Operations and Maintenance Committee meeting. The O&M Manager reviewed NPDES compliance data and updated the Commission on EBDA's facilities and the status of current projects. The GM advised that Cargill is re-evaluating the pipeline route with the connection at the Marina Dechlorination Facility.

 Motion Authorizing the General Manager to Execute a Force Main Maintenance Services Agreement with Union Sanitary District

Commissioner Andrews moved to approve the item. The motion was seconded by Commissioner Johnson and carried unanimously 4-0-1, by roll call vote.

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

Noes: None Absent: None Abstain: Chair Lathi

 Motion Authorizing the General Manager to Execute an Agreement with Nate Kauffman for Horizontal Levee Visioning and Communications in the Amount of \$30,000

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

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

Noes: None Absent: None Abstain: None

 Motion Authorizing the General Manager to Execute a Task Order-Based Agreement with GSE, Inc., Task Order Number 1 for As-Needed Services in an Amount Not to Exceed \$25,000 and Task Order Number 2 OLEPS Wet Well Sluice Gate Repairs in the Amount of \$75,000

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

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

Noes: None Absent: None Abstain: None

 Motion Authorizing the General Manager to Execute a Work Order-Based Agreement with D.W. Nicholson Corporation, Task Order Number 1 for As-Needed Services in an Amount Not to Exceed \$25,000 and Task Order Number 2 for OLEPS Emergency Outfall Weir Improvement in the Amount of \$55,822

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

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

Noes: None Absent: None Abstain: None

#### • Personnel Committee

The GM reported on the July 18 meeting of the Personnel Committee. The Committee discussed staffing changes and possible workflow improvements. The Committee then met in closed session to discuss the GM position.

#### • Items from Commission and Staff

No additional items noted from the Commission or Staff. The GM advised that the EBDA Commission is on recess until September.

## Closed Session

Pursuant to Government Code 54957, the Commission entered Closed Session at 4:55 p.m. to discuss public employment of the General Manager.

## • Reconvene Open Session

The Commission reconvened to Open Session at 6:40 p.m. Chair Lathi noted there were no reportable actions from closed session.

## • Adjournment

Chair Lathi adjourned the meeting at 6:45 p.m.

Check No	o. Date	Dept	Invoice No.		Vendor	Description	Invoice Amt	Check Amt
185087	8/24/2023	110	904982	HASA INC		4855 GALS SODIUM HYPOCHLORITE	Φ4F 204 20	\$250,695.08
	8/24/2023	110	904983			4549 GALS SODIUM HYPOCHLORITE	\$15,324.20	
	8/24/2023	110	904984			4960 GALS SODIUM HYPOCHLORITE	\$14,358.35	
	0/24/2023	110	304304			4900 GALS SODIOWITTF OCHLORITE	\$15,655.62	
	8/24/2023	110	904985			4847 GALS SODIUM HYPOCHLORITE	\$15,298.95	
	8/24/2023	110	904987			4470 GALS SODIUM HYPOCHLORITE	Ψ10,200.00	
	8/24/2023	110	904989			4460 GALS SODIUM HYPOCHLORITE	\$14,109.00	
							\$14,077.43	
	8/24/2023	110	904990			4607 GALS SODIUM HYPOCHLORITE	\$14,541.42	
	8/24/2023	110	904996			4846 GALS SODIUM HYPOCHLORITE		
	8/24/2023	110	904997			4605 GALS SODIUM HYPOCHLORITE	\$15,295.80	
	8/24/2023	110	905014			4460 GALS SODIUM HYPOCHLORITE	\$14,535.11	
	0/24/2023	110	905014			4400 GALS SODIOM HTPOCHLORITE	\$14,077.43	
	8/24/2023	110	905303			4857 GALS SODIUM HYPOCHLORITE	\$15,330.51	
	8/24/2023	110	905985			4649 GALS SODIUM HYPOCHLORITE	φ10,000.01	
	8/24/2023	110	906562			4554 GALS SODIUM HYPOCHLORITE	\$14,673.99	
	0/2 1/2020	110				100 T GI NEG GODIGIM TITT GGI NEGINTE	\$14,374.13	
	8/24/2023	110	907700			4898 GALS SODIUM HYPOCHLORITE	\$15,459.92	
	8/24/2023	110	907820			4601 GALS SODIUM HYPOCHLORITE		
	8/24/2023	110	908706			4603 GALS SODIUM HYPOCHLORITE	\$14,522.48	
							\$14,528.79	
	8/24/2023	110	908952			4604 GALS SODIUM HYPOCHLORITE	\$14,531.95	

Check No	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
185105	8/24/2023	170	013720230810	PACIFIC GAS AND ELECTRIC	SERV TO 08/03/23 BOYCE RD PS	\$3,944.88	\$169,644.25
	8/24/2023	170	096020230807		SERV TO 07/31/23 CATHODIC PROJECT		
	8/24/2023	170	140120230810		SERV TO 08/02/23 IRVINGTON PS	\$48.97	
	8/24/2023	110	170120230801		SERV TO 07/20/2023 PLANT	\$1,167.51	
						\$132,372.56	
	8/24/2023	170	380420230807		SERV TO 07/31/23 CHERRY ST PS	\$617.21	
	8/24/2023	170	666720230807		SERV TO 07/31/23 PASEO PADRE PS	\$609.69	
	8/24/2023	170	761520230801		SERV TO 07/25/23 NEWARK PS	\$30,424.76	
	8/24/2023	170	898220230807		SERV TO 07/31/23 FREMONT PS	. ,	
185172	8/31/2023	143	198968	PSOMAS CORP	STANDBY POWER SYSTEM UPGRADE	\$458.67	\$71,703.44
	8/31/2023	143	198969		PLANT MISCELLANEOUS IMPROVEMENTS	\$66,778.44	φ/1,/03.44
185090	8/24/2023	110	9017799390	KEMIRA WATER SOLUTIONS INC	48,800 LBS FERROUS CHLORIDE	\$4,925.00	
165090		110	9017799590	REMIRA WATER SOLUTIONS INC	40,000 LBS FERROUS CHLORIDE	\$11,678.24	\$32,906.22
	8/24/2023	110	9017799783		47,080 LBS FERROUS CHLORIDE	\$10,514.66	
	8/24/2023	110	9017800218		44,740 LBS FERROUS CHLORIDE	\$10,713.32	
185153	8/31/2023	110	908950	HASA INC	4459 GALS SODIUM HYPOCHLORITE		\$28,300.29
	8/31/2023	110	909742		4604 GALS SODIUM HYPOCHLORITE	\$14,074.28	
185141	8/31/2023	143	39603	CAROLLO ENGINEERS	PLANT MISCELLANEOUS IMPROVEMENTS	\$14,226.01	<b>*</b> 04.050.40
	8/31/2023	143	40073		WAS THICKENERS	\$11,147.27	\$24,859.13
						\$13,711.86	
185154	8/31/2023	143	2011800720	HAZEN AND SAWYER	PUMP STATION ASSET CONDITION ASSESSMENT	\$1,370.00	\$22,992.28
	8/31/2023	143	201180122		PRIMARY DIGESTER NO. 6 REHABILITATION	\$21,622.28	

Check N	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
185065	8/24/2023	170	330608106	BUCKLES SMITH ELECTRIC	HEATSINK FAN KIT SK-R9-FAN11F5A	\$90.21	\$20,341.87
	8/24/2023	170	332102300		1756-EN2TR 2-PORT CLX HI-CAP ENET/P MODULE-TP	Ψ00.2	
	8/24/2023	170	332102301		1756-EN2TR 2-PORT CLX HI-CAP ENET/P	\$7,788.73	
	0/24/2023	170	332102301		1750-ENZTR Z-FORT GLA FII-GAF ENET/F	\$7,718.40	
	8/24/2023	171	332105300		L33 COMPACTLOGIX CONTROLLER- SPARE FOR STOCK	04 445 74	
	8/24/2023	170	332206800		ASTD PARTS & MATERIALS	\$4,415.74	
						\$328.79	
185076	8/24/2023	110	20231999	COMPACTOR MANAGEMENT COMPANY	HAULING AND DISPOSAL OF SEWER DEBRIS	\$10,103.20	\$10,103.20
185108	8/24/2023	111	107458	PIIAN SYSTEMS LLC	16 5-GAL ODOR NEUTRALIZERS	•,	\$9,164.33
185066	8/24/2023	150	305026	BURKE, WILLIAMS & SORENSON LLP	GENERAL LEGAL - JUN 2023	\$9,164.33	ψο, το ποσ
100000	0/2 1/2020	100	000020	BOTALE, WILLIAMS & GOTTENGOTT LET	SENETULE 223/12 001/2020	\$3,228.16	\$8,591.96
	8/24/2023	150	305028		ETSU - JUN 2023	\$1,064.96	
	8/24/2023	150	305029		STANDBY POWER PROJECT - JUN 2023	\$1,004.90	
	0/04/0000	450	005000		CLAUMO JUNI 2022	\$1,198.08	
	8/24/2023	150	305030		CLAIMS - JUN 2023	\$3,100.76	
185107	8/24/2023	130	13849050	PFM ASSET MANAGEMENT LLC	INVESTMENT MANAGEMENT / ADVISORY SERVICES		\$8,446.93
185099	8/24/2023	113	2307D15	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$8,446.93	
						\$1,398.00	\$6,951.50
	8/24/2023	113	2307F50		LAB SAMPLE ANALYSIS	\$779.50	
	8/24/2023	113	2307K32		LAB SAMPLE ANALYSIS	ψ110.00	
	8/24/2023	113	2307M29		LAB SAMPLE ANALYSIS	\$2,575.00	
	0/24/2023	113	230710129		LAD SAIVIFLE AIVAL 1 313	\$917.00	
	8/24/2023	113	2307M32		LAB SAMPLE ANALYSIS	<b>#4.000.00</b>	
185139	8/31/2023	121	363580	BRENNTAG PACIFIC INC	2552 LBS SODIUM HYDROXIDE	\$1,282.00	<b>0.545.04</b>
						\$2,178.33	\$6,515.31
	8/31/2023	121	363581		5104 LBS SODIUM HYDROXIDE	\$4,336.98	

Check N	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
185103	8/24/2023	170	106527	MUNIQUIP, LLC	2 REBUILD KITS	\$6,111.05	\$6,111.05
185072	8/24/2023	143	39412	CAROLLO ENGINEERS	CHERRY ST. PS	\$4,917.86	\$5,888.74
	8/24/2023	143	39413		PRIMARY DIGESTER NO. 8 FEASIBILITY STUDY	\$970.88	
185116	8/24/2023	110	9231324	SWRCB - STATE WATER RESOURCES	ELAP ANNUAL FEE	·	\$4,250.00
185171	8/31/2023	170	105491	PRIME MECHANICAL SERVICE INC	SERVICE CALL: BLDG 90 CHILLER 2 TXV REPAIR	\$4,250.00	\$4,185.00
185093	8/24/2023	170	507358	LUBRICATION ENGINEERS INC	OIL FILTER CARTS	\$4,185.00	
185123	8/24/2023	136	316520230731	US BANK TREASURY MGMT SVCS	MONTHLY BANK SERVICES - JUL 2023	\$3,857.41	\$3,857.41
185106	8/24/2023		35812	PACIFIC GENERAL CONSTRUCTION	REFUND # 60543	\$3,528.22	\$3,528.22
						\$3,300.00	\$3,300.00
185124	8/24/2023	123	14446	VON EUW TRUCKING	70.24 TONES 3/4" CL II AB	\$2,917.16	\$2,917.16
185142	8/31/2023	173	85535	CDW GOVERNMENT LLC	MS OFFICE 2021 STANDALONE TRAINING FOR 6 LAPTOPS	\$2,642.88	\$2,642.88
185073	8/24/2023	173	44012	CDW GOVERNMENT LLC	COMM CABLE - CENTR CAMERAS	\$2,640.19	\$2,640.19
185088	8/24/2023	141	HSMD693	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - AUG 23	\$764.07	\$2,626.01
	8/24/2023	141	HSVN993		OFF-SITE STORAGE AND SERVICE - AUG 23	·	
185094	8/24/2023		45191	MAKITA CONSTRUCTION	REFUND # 60549	\$1,861.94	\$2,500.00
185131	8/31/2023	121	22274667	ABC IMAGING, INC	CS BROCHURES & DOOR HANGERS	\$2,500.00	. ,
185144	8/31/2023	143	3722317	DAILY JOURNAL CORPORATION	FORCE MAIN CORROSION REPAIRS PROJECT PHASE 4	\$2,355.80	\$2,355.80
						\$2,190.72	\$2,190.72
185164	8/31/2023	113	2308168	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$675.50	\$2,034.00
	8/31/2023	113	2308170		LAB SAMPLE ANALYSIS	\$1,117.00	
	8/31/2023	113	2308434		LAB SAMPLE ANALYSIS	\$241.50	

Check N	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
185075	8/24/2023		179311036	COLORADO WASHINGTON INC COMCAST C	OF CFIBER INTERNET BACKUP - AUG 2023	\$2,010.71	\$2,010.71
185057	8/24/2023	121	17444	AMERICAN DISCOUNT SECURITY	07/03/23 - 07/31/23 GUARD AT DISTRICT	. ,	\$1,971.00
185132	8/31/2023	170	5294021	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$1,971.00	\$1,903.65
	8/31/2023	170	5294022		ASTD PARTS & MATERIALS	\$110.80	
	8/31/2023	170	5294023		ASTD PARTS & MATERIALS	\$125.39	
	8/31/2023	170	5294324		ASTD PARTS & MATERIALS	\$410.45	
						\$1,257.01	
185058	8/24/2023	130	16681100	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-LARIOS, WK END 07/29/23	\$1,734.46	\$1,734.46
185167	8/31/2023	122	242010	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$1,442.15	\$1,725.18
	8/31/2023	122	242061		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$283.03	
185134	8/31/2023	130	16685276	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-LARIOS, WK END 08/05/23	·	\$1,721.60
185117	8/24/2023	170	436296685	TERMINIX COMMERCIAL	PEST CONTROL	\$1,721.60	\$1,506.00
	8/24/2023	170	436299201		PEST CONTROL	\$182.00	+ 1,000000
	8/24/2023	170	436299202		PEST CONTROL	\$148.00	
185135	8/31/2023		5180237161	ARAMARK	UNIFORM LAUNDERING & RUGS	\$1,176.00	
103133				AIVAIVIAIN		\$564.36	\$1,471.76
	8/31/2023		5180237162		UNIFORM LAUNDERING SERVICE	\$907.40	
185148	8/31/2023	122	1841099408	GOODYEAR COMM TIRE & SERV CTRS	1 TIRE	\$297.19	\$1,467.47
	8/31/2023	122	1841099426		2 TIRES	\$1,170.28	
185147	8/31/2023	143	329918	CITY OF FREMONT	PERMIT - FY 23 CAST IRON/PIPING LINING - PHASE IX		\$1,408.24
						\$1,408.24	

Check No	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
185100	8/24/2023	170	12075625	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$211.56	\$1,296.97
	8/24/2023	170	12127118		ASTD PARTS & MATERIALS		
	8/24/2023		12598195		ASTD PARTS & MATERIALS	\$81.45	
	8/24/2023		12598261		ASTD PARTS & MATERIALS	\$86.23	
	8/24/2023		12761103		ASTD PARTS & MATERIALS	\$58.41	
						\$187.88	
	8/24/2023	170	12898623		ASTD PARTS & MATERIALS	\$332.28	
	8/24/2023	170	12903003		ASTD PARTS & MATERIALS	\$96.78	
	8/24/2023		12985246		ASTD PARTS & MATERIALS	\$242.38	
185173	8/31/2023	111	1691127728	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: B. GALLEGO		\$1,281.67
	8/31/2023	171	8201146745		SAFETY SHOES: C. PARKER	\$216.52	
	8/31/2023	121	8201147677		SAFETY SHOES: J. POWELL	\$178.59	
	8/31/2023	121	8201147678		SAFETY SHOES: S. TARNOWSKI	\$218.28	
						\$225.00	
	8/31/2023	171	8201147953		SAFETY SHOES: D. STRASBURG	\$218.28	
	8/31/2023	171	8201147954		SAFETY SHOES: C. GABRIEL	\$225.00	
185140	8/31/2023	143	305027	BURKE, WILLIAMS & SORENSON LLP	CIP - JUL 2023		\$1,264.64
185055	8/24/2023		522006	ALS TRIBOLOGY	SAMPLE KITS	\$1,264.64	\$1,244.27
185059	8/24/2023	122	5180234369	ARAMARK	ASTD DUST MOPS, WET MOPS & TERRY	\$1,244.27	
	8/24/2023		5180234576		UNIFORM LAUNDERING & RUGS	\$93.99	\$1,227.36
						\$636.16	
	8/24/2023		5180234577		UNIFORM LAUNDERING SERVICE	\$497.21	

Check No	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
185092	8/24/2023	173	29252MSA	LOOKINGPOINT INC	NEXT CARE ON DEMAND RENEWAL - AUG	\$1,225.00	\$1,225.00
185133	8/31/2023	120	17M9VWQ67YY1	AMAZON.COM LLC	ASTD OFFICE SUPPLIES		\$1,185.38
	8/31/2023	130	1FDJGWCLFMT4		ASTD OFFICE SUPPLIES	\$218.92	
	8/31/2023	170	1JFWWKDLCGV1		ASTD OFFICE SUPPLIES	\$387.11	
	8/31/2023	170	1LXDCD39C4VX		ASTD OFFICE SUPPLIES	\$26.56	
						\$442.65	
	8/31/2023	170	1NWR9Y3QKPKX		ASTD OFFICE SUPPLIES	\$32.81	
	8/31/2023	120	1T1DRL76HDCR		ASTD OFFICE SUPPLIES	\$77.33	
185063	8/24/2023	170	40293	BIGGE CRANE & RIGGING CO	CRANE SERVICES - RAS INSTALL		\$1,172.60
185051	8/24/2023	170	5501375786	AIRGAS NCN	CYLINDER RENTAL	\$1,172.60	\$1,166.62
185082	8/24/2023	136	28584	FIELDMAN ROLAPP & ASSOCIATES	FINANCIAL ADVISORY SERVICES	\$1,166.62	. ,
185070	8/24/2023	173	6004677807	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$1,152.50	\$1,152.50
100010				o, are no est mente y an Endo, time		\$585.43	\$1,095.23
	8/24/2023	173	6004678693		MTHLY MAINTENANCE BASED ON USE	\$417.75	
	8/24/2023	173	6005104006		MTHLY MAINTENANCE BASED ON USE	\$92.05	
185115	8/24/2023		48292	STREAMLINE PLUMBING & DRAIN	REFUND # 60535	\$500.00	\$1,000.00
	8/24/2023		48328		REFUND # 60548	·	
185050	8/24/2023	143	22266073	ABC IMAGING, INC	FORCE MAIN CORROSION REPAIRS - PHASE 4	\$500.00	\$972.03
185143	8/31/2023	120	20230824	CWEA	3 CERT & 3 MEMBERSHIP RENEWALS - CS 6 EMPLOYEES	\$972.03	
						\$972.00	\$972.00

70 of 76 Page 7 of 13

Check No	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
185179	8/31/2023		2155982001	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$76.17	\$943.86
	8/31/2023		2156951003		ASTD ELECTRICAL SUPPLIES		
	8/31/2023		2159163003		ASTD ELECTRICAL SUPPLIES	\$227.15	
405000	0/04/0000	470	603251	AVEDTHIMLLO	VIII NEDADII IDV COANNED	\$640.54	
185060	8/24/2023	173	003231	AVERTIUM LLC	VULNERABILITY SCANNER	\$911.00	\$911.00
185095	8/24/2023		5694701	MALLORY SAFETY AND SUPPLY LLC	CALIBRATION GAS	\$898.48	\$898.48
185149	8/31/2023	171	9777868028	GRAINGER INC	ASTD PARTS & MATERIALS	·	\$870.17
	8/31/2023		9780840212		ASTD PARTS & MATERIALS	\$96.04	
	8/31/2023		9784039100		ASTD PARTS & MATERIALS	\$570.90	
						\$129.68	
	8/31/2023		9784622251		ASTD PARTS & MATERIALS	\$73.55	
185175	8/31/2023	170	397407	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$825.28	\$825.28
185085	8/24/2023	170	9769940330	GRAINGER INC	ASTD PARTS & MATERIALS	Ψ020.20	\$805.87
	8/24/2023		9772625019		ASTD PARTS & MATERIALS	\$65.76	*******
	0/04/0000		0774067000		ACTO DADTO & MATERIALO	\$245.91	
	8/24/2023		9774867320		ASTD PARTS & MATERIALS	\$408.21	
	8/24/2023	111	9774867338		ASTD PARTS & MATERIALS	\$85.99	
185163	8/31/2023	123	40001589	MARTIN MARIETTA MATERIALS INC	8.04 TONS 1/2 MAX HMA TYPE A-R		\$782.21
185150	8/31/2023	120	2534736	GRANITE CONSTRUCTION COMPANY	7.44 TONS 1/2"WMA58-22R40LAS	\$782.21	\$781.24
185101	8/24/2023	170	230850	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE - AUG 2023	\$781.24	φ/01.2 <del>4</del>
						\$772.91	\$772.91
185096	8/24/2023	123	39862535	MARTIN MARIETTA MATERIALS INC	7.92 TONS 1/2 MAX HMA TYPE A-R	\$770.70	\$770.70
185120	8/24/2023	143	328212491	UNION PACIFIC RAILROAD CO	PERMIT FEE - FY 23 CAST IRON/PIPING LINING-PHASE IX	\$755.00	\$755.00

71 of 76

Check N	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
185137	8/31/2023	170	156463	BABBITT BEARING CO INC	BOYCE PUMP 1 SHAFT SEAL SURFACE REPAIR	\$754.69	\$754.69
185152	8/31/2023		3T0752	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$716.43	\$716.43
185053	8/24/2023	170	5629687001	ALAMEDA ELECTRICAL DISTR. INC.	ASTD ELECTRICAL SUPPLIES	\$687.90	\$687.90
185054	8/24/2023	170	5293811	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	·	\$608.73
	8/24/2023	170	5293984		ASTD PARTS & MATERIALS	\$188.08	
	8/24/2023	170	5293985		ASTD PARTS & MATERIALS	\$400.08	
185104	8/24/2023	122	2749	PACIFIC CRANE INSPECTION	QUARTERLY CRANE INSPECTION	\$20.57	\$600.00
185111	8/24/2023		2149669003	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$600.00	
	8/24/2023		2156951001		ASTD ELECTRICAL SUPPLIES	\$356.91	\$599.68
	8/24/2023		2156951002		ASTD ELECTRICAL SUPPLIES	\$208.61	
185155	8/31/2023		605205538	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$34.16	
						\$584.48	\$584.48
185067	8/24/2023		3830	CAL SANITATION RISK MNGT AUTH	CLAIM: AGRAWAL FILE# 3030430	\$205.20	\$565.95
	8/24/2023		3848		CLAIM: LOPEZ FILE# 3045849	\$360.75	
185125	8/24/2023	111	20230822	KAHOU VONG	EXP REIMB: TRISTATE SEMINAR REG, AIRFARE, HOTEL	\$557.26	\$557.26
185064	8/24/2023	144	18204640	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$35.83	\$555.31
	8/24/2023	120	18214870		ASTD OFFICE SUPPLIES	\$265.17	
	8/24/2023	120	18214890		ASTD OFFICE SUPPLIES	\$162.77	
	8/24/2023	120	18214891		ASTD OFFICE SUPPLIES	\$54.26	
	8/24/2023	144	18220950		ASTD OFFICE SUPPLIES	\$37.28	
						<b>Φ31.2</b> δ	

72 of 76

Check N	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
185080	8/24/2023	120	18236051	DOMYOWN.COM	PEST CONTROL SUPPLIES	\$512.48	\$512.48
185146	8/31/2023	120	18334747	DOMYOWN.COM	PEST CONTROL SUPPLIES	\$512.48	\$512.48
185061	8/24/2023		48310	SRINIVASAMURTHY AVVARNI	REFUND # 60538		\$500.00
185083	8/24/2023		48323	GLORIA FOLLOSCO	REFUND # 60544	\$500.00	\$500.00
185118	8/24/2023		48311	TRENCHFREE INC	REFUND # 60537	\$500.00	·
405400	0/04/0000		47000	OUDIOTINA UDIDE	DEFLIND # 00500	\$500.00	\$500.00
185122	8/24/2023		47236	CHRISTINA URIBE	REFUND # 60536	\$500.00	\$500.00
185136	8/31/2023		48330	SATISH ATMURI	REFUND # 60567	\$500.00	\$500.00
185157	8/31/2023		48341	KYAW HTU	REFUND # 60569	\$500.00	\$500.00
185160	8/31/2023		30530	CHARANDEV S. LALLY	REFUND # 60570	\$500.00	\$500.00
185168	8/31/2023		46204	NEXGEN ROOTER & PLUMBING	REFUND # 60568	\$500.00	φ300.00
103100	0/01/2020		40204	NEXOCITIONTERM	NEI 0ND # 00000	\$500.00	\$500.00
185170	8/31/2023		49367	PIPE-THRU PLUMBING	REFUND # 60574	\$500.00	\$500.00
185177	8/31/2023		48349	ROOTER HERO	REFUND # 60552		\$500.00
185181	8/31/2023		37908	VIVEK SINGAVARAPU	REFUND # 60573	\$500.00	
						\$500.00	\$500.00
185102	8/24/2023	132	20230811	ANDREW MUJSCE	REIMB LIVESCAN PRE-EMPLOYMENT	\$10.00	\$443.90
	8/24/2023	143	20230823		REIMB: FINALIST INTERVIEW AIRFARE		
185081	8/24/2023		9958	ENERGY CHOICE INC	ASTD COGEN PARTS	\$433.90	
						\$393.00	\$393.00

Check No	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
185056	8/24/2023	144	16FRF39M9QWV	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$25.33	\$385.47
	8/24/2023		1HN1TRXY4YRH		ASTD OFFICE SUPPLIES	Ψ20.00	
	8/24/2023	141	1KQ4NDJK1YX6CR		CREDIT ASTD OFFICE SUPPLIES	\$104.00	
	0/2-4/2020	141	TROUT TROUT		OKESH NOTE OF FELLO	\$-26.57	
	8/24/2023	130	1M9GQ31G473F		ASTD OFFICE SUPPLIES	\$166.11	
	8/24/2023	141	1TQ1FDLT333P		ASTD OFFICE SUPPLIES	Ψ100.11	
185156	8/31/2023		4621345948	HILTI INC	2 BOXES SADDLE NUTS	\$116.60	
103130	0/01/2020		4021040040	THETTING	2 BOALG GABBLE NOTO	\$385.12	\$385.12
185129	8/24/2023	143	222521	WOODARD & CURRAN INC	IRVINGTON BASIN RCP REHABILITATION	\$377.50	\$377.50
185138	8/31/2023	144	182220951	BLAISDELL'S	ASTD OFFICE SUPPLIES	ψ377.50	\$376.20
	8/31/2023	120	18225570		ASTD OFFICE SUPPLIES	\$44.24	φ37 <b>0.20</b>
	0/31/2023	120	10223370		ASTE OFFICE SUFFEILS	\$331.96	
185182	8/31/2023	111	20230830	SWRCB - STATE WATER RESOURCES	GRADE IV OPERATOR CERTIFICATE EXAM - DE AVILA DIAZ	\$365.00	\$365.00
185126	8/24/2023		8813641376	VWR INTERNATIONAL LLC	LAB SUPPLIES	<b>\$303.00</b>	\$363.91
185074	8/24/2023	150	20464	CITYLEAF INC	PLANT MAINTENANCE - AUG 2023	\$363.91	φ303.91
165074	6/24/2023	150	20404	CITTLEAF INC	PLANT MAINTENANCE - AUG 2023	\$361.65	\$361.65
185109	8/24/2023		188011	PREFERRED ALLIANCE INC	JUL 2023 SERVICE FEE	\$359.58	\$359.58
185062	8/24/2023	172	20230817	RICA BERCASIO	TUITION REIMB SUMMER 2023	<b>ф339.36</b>	\$321.69
185078	8/24/2023	173	30676400	CORELOGIC INFORMATION SOLUTION	REALQUEST SWM RENEWAL	\$321.69	<b>\$321.09</b>
165076	6/24/2023	173	30070400	CORELOGIC INFORMATION SOLUTION	REALQUEST SWIM REINEWAL	\$309.00	\$309.00
185077	8/24/2023	170	319042	CORE & MAIN LP	ASTD PARTS & MATERIALS	\$300.21	\$300.21
185084	8/24/2023	120	27351	FREMONT RECYCLING & TRANSFER	.98 TON GREEN WASTE	φ300.21	\$275.00
195009	0/04/0000	170	774005602	MATUFEON TRUCAS INC	MONTHLY CYLINDED DENTAL HILL 2022	\$275.00	\$275.00
185098	8/24/2023	170	771085683	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - JUL 2023	\$271.94	\$271.94
185071	8/24/2023	170	10010106279	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$249.81	\$249.81
						φ <b>∠+</b> 3.0 l	

74 of 76

Check N	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
185178	8/31/2023	136	544043	SAFECHECKS	300 PAYROLL CHECK STOCK	\$232.38	\$232.38
185158	8/31/2023	140	20230825	REBECCA INGALLS	EXP REIMB: CIP RECOGNITION LUNCH	\$226.72	\$226.72
185162	8/31/2023		5688083	MALLORY SAFETY AND SUPPLY LLC	48 PR GLOVES		\$185.22
185166	8/31/2023	170	12192771	MCMASTER SUPPLY INC	CREDIT: ASTD PARTS & MATERIALS	\$185.22	\$168.87
	8/31/2023	114	12972579		1 CONVEX MIRROR	\$-186.23	φ100.07
185110	8/24/2023	136	543990	SAFECHECKS	300 AP MANUAL CHECK STOCK	\$355.10	
		130				\$168.03	\$168.03
185174	8/31/2023		124391	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE SEP 2023	\$139.90	\$139.90
185127	8/24/2023	170	10761377	WESTERN TOOL & SUPPLY CO	ASTD PARTS & MATERIALS	\$137.81	\$137.81
185069	8/24/2023	113	710742	CALTEST ANALYTICAL LABORATORY	3 LAB SAMPLE ANALYSIS	\$137.70	\$137.70
185086	8/24/2023	141	174226	HANIGAN COMPANY INC	BUSINESS CARDS - BAILE, DUPLER, PAMBUAN	·	\$128.11
185183	8/31/2023	136	98XW53313	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 08/05/23	\$128.11	\$121.85
185079	8/24/2023	121	20230817	MANUEL DEL TORO	EXP REIMB: INSOLES	\$121.85	
						\$109.74	\$109.74
185112	8/24/2023	123	53886	SCHAA'S LAWNMOWER SALES & SERV	CHOP SAW REPAIR	\$107.98	\$107.98
185145	8/31/2023	121	20230830	ART DIOSDADO	EXP REIMB: SAFETY INSOLES	\$98.43	\$98.43
185114	8/24/2023	123	132615247001	SITEONE LANDSCAPE SUPPLY, LLC	1 BULK FILL SAND	\$96.56	\$96.56
185128	8/24/2023	122	2849036001	WHCI PLUMBING SUPPLY CO	ASTD PARTS & MATERIALS	·	\$66.73
185169	8/31/2023	170	20230830	STEVEN NOEGEL	EXP REIMB: MILEAGE FOR CALL OUT	\$66.73	\$64.06
185176	8/31/2023	120	20230824	JESSICA RODRIGUEZ	EXP REIMB: CS SAFETY MEETING SNACKS	\$64.06	·
	8/31/2023	120	20230824.1		EXP REIMB: SUPPORT TEAM AUGUST BIRTHDAYS	\$55.50	\$62.89
	3,0.,2023	0				\$7.39	

75 of 76

Check N	o. Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
185091	8/24/2023	132	20230821	PHILLIP KIM	REIMB LIVESCAN PRE-EMPLOYMENT	\$61.74	\$61.74
185180	8/31/2023	170	2308074S	SGS NORTH AMERICA INC	3 ANALYSIS		\$58.00
185119	8/24/2023	141	440531	ULTRAEX LLC	COURIER SERVICES	\$58.00	\$56.30
185151	8/31/2023		174456	HANIGAN COMPANY INC	BUSINESS CARDS - A. HERNANDEZ	\$56.30	\$56.04
185097	8/24/2023	120	20230817	ANTHONY MARTINEZ	EXP REIMB: DMV CLASS A PERMIT FEE	\$56.04	
185159	8/31/2023	170	1926102010887	INTERSTATE ALL BATTERY CENTER	1 BATTERY	\$53.00	\$53.00
						\$52.83	\$52.83
185130	8/29/2023	143	20230822	ALAMEDA COUNTY TREASURER	FILING FEE - EAST WARREN AVE SS REPLACEMENT	\$50.00	\$50.00
185121	8/24/2023	136	98XW53303	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 07/29/23	\$47.55	\$47.55
185089	8/24/2023	132	20230811	PARIS JONES	REIMB LIVESCAN PRE-EMPLOYMENT	\$45.00	\$45.00
185165	8/31/2023	132	20230829	REGINA MCEVOY	EXP REIMB: SUPPLIES FOR OST TEAM		\$36.90
185161	8/31/2023	132	20230821	CHRISTINA LANZATELLA-CRAIG	REIMB LIVESCAN PRE-EMPLOYMENT	\$36.90	\$35.00
185068	8/24/2023	132	674322	STATE OF CALIFORNIA	1 NEW HIRE FINGERPRINT	\$35.00	\$32.00
185113	8/24/2023	110	20230822	JOHN SEO	EXP REIMB: R&S BIRTHDAY RECOGNITION	\$32.00	
						\$20.48	\$20.48
Invoices:				Checks:			
Credit Memos :		2	-212.80				
\$0 - \$1,000 :			154	49,042.96	\$0 - \$1,000 :	83	33,212.94
\$1,000 - \$10,000 :		48	138,796.10	\$1,000 - \$10,000 :	41	120,929.52	
\$10,000 - \$100,000 :		<b>)</b> :	28	465,689.40	\$10,000 - \$100,000 :	7	211,206.43
	\$100,000 :		1	132,372.56	Over \$100,000 :	2	420,339.33
Total	l:		233	785,688.22	Total:	133	785,688.22