



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

**Monday, April 26, 2021
Regular Meeting - 4:00 P.M.**

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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

CORONAVIRUS (COVID-19) ADVISORY NOTICE

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County March 31, 2020 Updated Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, the Monday, April 26, 2021, Regular Board Meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting. **To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by following the steps listed below to listen to the Board Meeting, and may provide public comment by sending comments to the Board Clerk by email at assistanttogm@unionsanitary.ca.gov or via voicemail by calling 510-477-7599 before 3:00 p.m. on the date of the meeting.** Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Board President's discretion. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received after the agenda item is heard but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

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

To listen to this Regular Board Meeting:

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

Meeting ID: 862 6721 7904 #

Participant ID: #

Click the Zoom link below to watch and listen:

<https://us02web.zoom.us/j/86267217904>

	1.	Call to Order.
	2.	Salute to the Flag. (This item has been suspended due to the COVID-19 pandemic.)
	3.	Roll Call.
Motion	4.	Approve Minutes of the Union Sanitary District Board Meeting of April 12, 2021.
Information	5.	March 2021 Monthly Operations Report <i>(to be reviewed by the Budget & Finance and Legal/Community Affairs Committees)</i> .
	6.	Written Communications.
	7.	Public Comment. Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available in the Boardroom and are requested to be completed prior to the start of the meeting.
Motion	8.	Review Proposed Edits to Policy No. 3070, Boardmember Officers and Committee Membership and Consider Approval of the Policy <i>(to be reviewed by the Legal/Community Affairs Committee)</i> .
Motion	9.	Consideration of a Board Resolution to Authorize Staff, Legal Counsel, and Municipal Advisor to Prepare Documents for the Issuance of Revenue Bonds <i>(to be reviewed by the Budget & Finance Committee)</i> .
Motion	10.	Consider Adoption of a Resolution Rescinding and Replacing Resolution No. 2615, Granting Individual Discretionary Authority To Certain Staff to Reject or Approve Project Design, Plans and Specifications Prior to Bidding and Construction, and to Approve Changes to Plans and/or Specifications to be Made During Construction to Add the Enhanced Treatment and Site Upgrade Program (ETSU) Manager and Assistant Manager to the List of Authorized Staff Members <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	11.	Award the Construction Contract of the Cathodic Protection System Improvements Project to Corpro Companies, Inc. <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	12.	Award the Construction Contract of the FY21 Gravity Sewer Rehabilitation/Replacement Project (Phase VII) to Casey Construction, Inc. <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Direction	13.	Fall 2021 Newsletter <i>(to be reviewed by the Legal/Community Affairs Committee)</i> .
Information	14.	District Rebranding Initiative Update.
Information	15.	Cal-Card 3 rd Quarter Activity Report, Fiscal Year 2021 <i>(to be reviewed by the Budget & Finance Committee)</i> .

Information	16.	Boardmember Expenses, 3 rd Quarter of Fiscal Year 2021 <i>(to be reviewed by the Budget & Finance Committee)</i> .
Information	17.	Report on the East Bay Dischargers Authority Meeting of March 18, 2021.
Information	18.	COVID-19 Update.
Information	19.	Check Register.
Information	20.	Committee Meeting Reports. <i>(No Board action is taken at Committee meetings):</i> <ol style="list-style-type: none"> Legal/Community Affairs Committee – Thursday, April 22, 2021, at 1:00 p.m. <ul style="list-style-type: none"> Director Toy and Director Fernandez Budget & Finance Committee – Friday, April 23, 2021, at 10:00 a.m. <ul style="list-style-type: none"> Director Kite and Director Toy Engineering and Information Technology Committee – Friday, April 23, 2021, at 11:00 a.m. <ul style="list-style-type: none"> Director Lathi and Director Handley Legislative Committee – will not meet. Personnel Committee – will not meet.
Information	21.	General Manager’s Report. <i>(Information on recent issues of interest to the Board)</i> .
	22.	Other Business: <ol style="list-style-type: none"> Comments and questions. <i>Directors can share information relating to District business and are welcome to request information from staff.</i> Scheduling matters for future consideration.
	23.	Adjournment – The Board will adjourn to the next Regular Board Meeting to be held virtually on Monday, May 10, 2021, at 4:00 p.m.

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



LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING

Committee Members: Director Toy and Director Fernandez

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA

Thursday, April 22, 2021

1:00 P.M.

Alvarado Conference Room

5072 Benson Road

Union City, CA 94587

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County May 18, 2020 Updated Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call.

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

1. Call to Order
2. Roll Call
3. Public Comment
Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.
4. Items to be reviewed for the Regular Board meeting of April 26, 2021:
 - March 2021 Monthly Operations Report – Odor and Work Group Reports
 - Review Proposed Edits to Policy No. 3070, Boardmember Officers and Committee Membership and Consider Approval of the Policy
 - Fall 2021 Newsletter
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.



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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA
Friday, April 23, 2021
10:00 A.M.

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

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

Karen W. Murphy
Attorney

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County May 18, 2020 Updated Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call.

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

1. Call to Order
2. Roll Call
3. Public Comment
Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.
4. Items to be reviewed for the Regular Board meeting of April 26, 2021:
 - March 2021 Monthly Operations Report – Financial Reports
 - Consideration of a Board Resolution to Authorize Staff, Legal Counsel, and Municipal Advisor to Prepare Documents for the Issuance of Revenue Bonds
 - Cal-Card 3rd Quarter Activity Report, Fiscal Year 2021
 - Boardmember Expenses, 3rd Quarter of Fiscal Year 2021
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 Lathi and Director Handley

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

AGENDA

Friday, April 23, 2021

11:00 A.M.

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

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County May 18, 2020 Updated Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call. To maximize public safety while still maintaining public access, members of the public can observe the meeting by calling 510-477-6190 to listen to the committee meeting, and may provide public comment by sending comments to the Board Clerk by email at assistanttogm@unionsanitary.ca.gov or via voicemail by calling 510-477-7599 up to one hour before the scheduled meeting start time.

1. Call to Order

2. Roll Call

3. Public Comment

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

4. Items to be reviewed for the Regular Board meeting of April 26, 2021:

- Consider Adoption of a Resolution Rescinding and Replacing Resolution No. 2615, Granting Individual Discretionary Authority To Certain Staff to Reject or Approve Project Design, Plans and Specifications Prior to Bidding and Construction, and to Approve Changes to Plans and/or Specifications to be Made During Construction to Add the Enhanced Treatment and Site Upgrade Program (ETSU) Manager and Assistant Manager to the List of Authorized Staff Members
 - Award the Construction Contract of the Cathodic Protection System Improvements Project to Corrpro Companies, Inc.
 - Award the Construction Contract of the FY21 Gravity Sewer Rehabilitation/Replacement Project (Phase VII) to Casey Construction, Inc.
-

5. Adjournment

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

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

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING
AUTHORITY
April 12, 2021**

Consistent with Executive Orders No. N-25-20 and No. N-29-20 from the Executive Department of the State of California, the Alameda County March 16, 2020 Shelter in Place Order, and Executive Order No. N-33-20, Stay-at-Home Order, the Monday, April 12, 2021, Regular Board Meeting was not physically open to the public and all Board Members teleconferenced into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public were able to listen to the Board Meeting, and provide public comment by sending comments to the Board Clerk.

CALL TO ORDER

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

SALUTE TO THE FLAG

ROLL CALL

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

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Mark Carlson, Business Services Manager/CFO
Sami Ghossain, Technical Services Manager
James Schofield, Collection Services Manager
Robert Simonich, Fabrication Construction and Maintenance Manager
Armando Lopez, Treatment and Disposal Services Manager
Gene Boucher, Human Resources Manager
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF MARCH 22, 2021

It was moved by Vice President Kite, seconded by Director Fernandez, to Approve the Minutes of the Board Meeting of March 22, 2021. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None
ABSTAIN: None
ABSENT: None

APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD MEETING OF MARCH 31, 2021

It was moved by Secretary Lathi, seconded by Director Toy, to Approve the Minutes of the Special Board Meeting of March 31, 2021. Motion carried with the following vote:

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

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

BOARDMEMBER COMPENSATION FOR FISCAL YEAR 2022

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge stated the Board Compensation Survey included in the Board meeting packet inadvertently excluded the high, median, and low compensation information at the bottom of the table; staff prepared and distributed a desk item containing the additional information. Staff recommended the Board receive a recommendation from the Budget & Finance Committee for this item.

The Budget & Finance Committee recommended no changes be made to Boardmember compensation for Fiscal Year 2022.

It was moved by Vice President Kite, seconded by Director Toy, to Make no Changes to Boardmember Compensation for Fiscal Year 2022. Motion carried with the following vote:

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

CONSIDER A RESOLUTION TO APPROVE REVISED POLICY NO. 2760, STANDARDIZED EQUIPMENT POLICY

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Ghossain stated staff updated the District's Standardized

Equipment Policy; proposed revisions to the Policy were outlined in the Board meeting packet. In the past, the District's Standardized Equipment Policy was used for Capital Improvements Projects while the Fabrication, Maintenance, and Construction (FMC) Work Group maintained a separate standardized equipment list. The Executive Team reviewed FMC requests and approved equipment to be included on the FMC list. Staff recommended incorporating FMC's standardized equipment process into Policy 2760; proposed revisions to the Policy included the addition of FMC's standardized equipment process. Staff recommended the Board consider a resolution to approve revised Policy No. 2760, Standardized Equipment Policy, which will incorporate the FMC Standardized Equipment List, selection criteria, and procedures, and update the CIP Standardized Equipment List.

It was moved by Secretary Lathi, seconded by Vice President Kite, to Adopt Resolution No. 2920, Approving Revised Policy No. 2760, Standardized Equipment Policy. Motion carried with the following vote:

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

REVIEW AND CONSIDER APPROVAL OF POLICY 2920, COMPUTER PURCHASE AND STUDENT LOAN PROGRAM

This item was reviewed by the Personnel Committee. Business Services Manager/CFO Carlson stated Policy 2920, Computer Purchase and Student Loan Program was last reviewed and approved by the Board on March 14, 2016. Proposed revisions to the Policy included minor administrative updates and clarifications, allowing for the purchase and installation of cloud-based software with a subscription period of no more than three years, and allowing for the purchase of ancillary equipment. Staff recommended the Board review and consider approval of Policy No. 2920, Computer Purchase and Student Loan Program.

It was moved by Director Toy, seconded by Director Fernandez, to Approve Policy No. 2920, Computer Purchase and Student Loan Program. Motion carried with the following vote:

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

ELECTION OF OFFICERS FOR THE BOARD OF DIRECTORS

District Counsel Murphy stated Policy No. 3070, Boardmember Officers and Committee Membership, states the Board shall annually elect by majority vote the President, Vice President, and Secretary at the first regular meeting following certification in election years and one year after the prior election in non-election years. The Board last elected officers at the meeting held April 13, 2020.

Due to census data delays brought on by the COVID-19 pandemic, the 2022 Primary Election has been moved from March to June 7, 2022. Pursuant to Policy 3070, the new Board officers would serve until after certification of the June 2022 election unless the policy were amended.

The Board agreed by consensus that Policy No. 3070, Boardmember Officers and Committee Membership, should be revised to provide greater flexibility with regard to the timing of election of Board officers, directed staff to edit the Policy, and bring back for review and consideration at a future Board meeting.

INFORMATION ITEMS:

COVID-19 Update

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

Check Register

There were no questions regarding the check register.

COMMITTEE MEETING REPORTS:

The Personnel, Budget & Finance, and Engineering and Information Technology Committees met.

GENERAL MANAGER'S REPORT:

General Manager Eldredge stated there was nothing additional to report.

OTHER BUSINESS:

Vice President Kite requested staff provide an update on the District's rebranding initiative. The Board directed staff to present the update as an information item at a future Board meeting.

ADJOURNMENT:

The meeting was adjourned at 4:27 p.m. to the next Regular Board Meeting to be held virtually at 4:00 p.m. on Tuesday, April 26, 2021.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

ANJALI LATHI
SECRETARY

APPROVED:

TOM HANDLEY
PRESIDENT

Adopted this 26th day of April 2021



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**APRIL 26, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 5**

TITLE: Monthly Operations Report for March 2021 *(This is an Information Item)*

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

Recommendation

Information only.

Previous Board Action

None

Background

Attached are Monthly Operations Reports for March 2021. Staff is available to answer questions regarding information contained in the report.

Work Group Managers

General Manager/Administration	Paul Eldredge	GM
Business Services/CFO	Mark Carlson	BS
Collection Services	James Schofield	CS
Technical Support	Sami Ghossain	TS
Treatment and Disposal Services	Armando Lopez	T&D
Fabrication, Maintenance, and Construction	Robert Simonich	FMC

ODOR COMPLAINTS:

During the month of March 2021, there were no odor complaints received by the District.

STAFFING & PERSONNEL:

Recruitments Opened

- IT Administrator – replacement for Todd Jacob – retirement in August 2021

Continuing Recruitments:

- Assistant Engineer – Limited Duration – new position for ETSU recruitment resumed in March 2021

G.M. ACTIVITIES: For the month of March, the General Manager was involved in the following:

- Attended the East Bay Dischargers Authority (EBDA) JPA Commission Meeting
- Attended the EBDA Manager's Advisory Committee Meeting
- Coordinated District response to COVID-19 Pandemic
- Conducted Mid-Year Budget Board Workshop
- Conducted Board Closed Session

Attachments: Odor Report and Map
Hours Worked and Leave Time by Work Group
Business Services
Technical Services
Collection Services
Fabrication, Maintenance, and Construction
Treatment and Disposal Services



ODOR REPORT March 2021

During the recording period from March 1, 2021 through March 31, 2021, there were no odor related service requests received by the District.



Legend

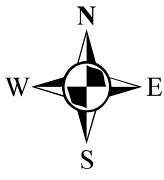
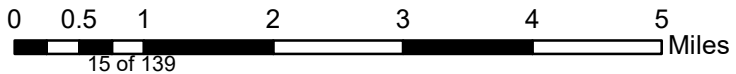
Odor Complaints: March 2021

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

Odor Complaints: Apr. 2020 to Feb. 2021

- ★ Odor found, USD resolved (1)
- Odor found, not related to USD (2)
- ▲ No odor found (13)

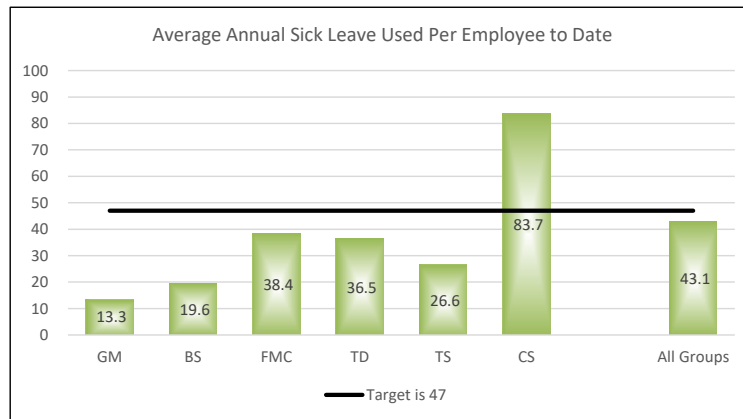
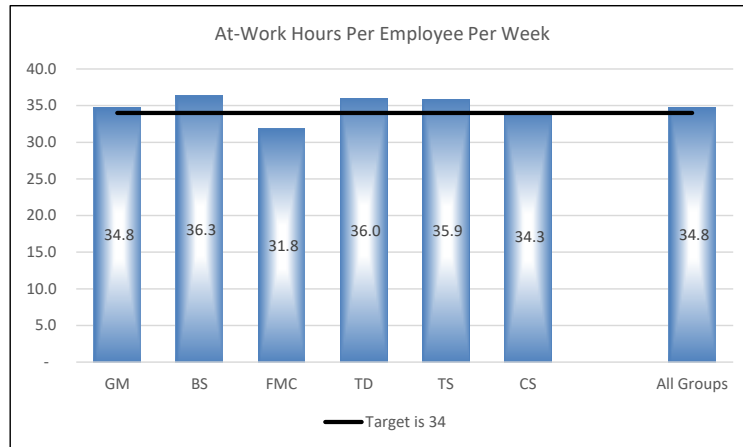
**Location of Odor Reports
April 2020 to March 2021**



HOURS WORKED AND LEAVE TIME BY WORK GROUP

June 25, 2020 through March 17, 2021

Weeks to Date: 38 out of 52 (73.08%)



NOTES

(1) Regular hours does not include hours worked by part-time or temporary employees.

(2) Overtime hours includes call outs.

(3) Discretionary Leave includes Vacation, HEC, Holiday, MAL, Funeral, Jury Duty, Military, OT Banked Use, Paid Admin., AWHIP, VRIP, Holiday Banked Use leaves.

(4) Sick Leave includes sick and catastrophic sick leaves as well as protected time off, of which the District has no discretion.

(5) Families First Coronavirus Response Act (FFCRA) - Emergency Paid Sick Leave (EPSL) and Paid Expanded Family Medical Leave Act (Paid EFMLA)

An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of 34.9 hours per week over the course of a year; with 20 vacation days, 34.2 hours per week.

HOURS WORKED AND LEAVE TIME BY WORK GROUP

June 25, 2020 through March 17, 2021

Weeks to Date: 38 out of 52 (73.08%)

Group	Average Number of Employees	AT-WORK HOURS		At-Work Hours Per Employee Per Week	LEAVE HOURS					Average Annual Sick Leave Used Per Employee To Date	FY20		
		Regular (1)	Overtime (2)		Discretionary (3)	Short Term Disability	Workers Comp	Sick (4)	FFCRA Paid Leave (5)		Average Number of Employees	At-Work Hours Per Week Per Employee	Annual Sick Leave Used
GM	2	2,634.75	0.75	34.8	378.75	-	-	26.50	-	13.3	2	34.9	35.9
BS	17	23,074.75	309.08	36.3	2,474.52	26.58	90.25	308.98	24.92	19.6	17	36.6	36.8
FMC	27	32,392.25	137.33	31.8	5,730.79	342.32	1,020.50	649.83	388.03	38.4	28	34.2	33.0
TD	29	39,023.40	512.47	36.0	4,170.93	29.87	-	677.69	382.11	36.5	27	35.4	48.8
TS	32	43,404.64	84.24	35.9	4,231.84	153.08	-	726.23	124.21	26.6	33	35.0	48.5
CS	32	39,829.50	1,674.86	34.3	5,801.50	356.12	-	2,285.84	394.04	83.7	31	33.9	91.2
All Groups	139	180,359.29	2,718.73	34.8	22,788.33	907.97	1,110.75	4,675.07	1,313.31	43.1	138	35.1	50.5

SICK LEAVE INCENTIVE PROGRAM TARGETS

≥34

≤47

The Sick Leave Incentive Program target goals are 47 or less hours of sick leave per employee annually, and 34 or more hours of at-work time per week per employee.

NOTES

(1) Regular hours does not include hours worked by part-time or temporary employees.

(2) Overtime hours includes call outs.

(3) Discretionary Leave includes Vacation, HEC, Holiday, MAL, Funeral, Jury Duty, Military, OT Banked Use, Paid Admin., AWHIP, VRIP, Holiday Banked Use leaves.

(4) Sick Leave includes sick and catastrophic sick leaves, as well as protected time off, of which the District has no discretion.

(5) Families First Coronavirus Response Act (FFCRA) - Emergency Paid Sick Leave (EPSL) and Paid Expanded Family Medical Leave Act (Paid EFMLA)

An employee using 15 vacation, 11 holiday, 2 HEC, and 5 sick days will work an average of 34.9 hours per week over the course of a year;

with 20 vacation days, 34.2 hours per week.

BUDGET AND FINANCE REPORT

FY 2021

Year-to-date as of 3/31/21

75% of year elapsed

Revenues	Budget	Actual	% of Budget Rec'd	Audited Last Year Actuals 6/30/20
Capacity Fees	\$ 5,712,200	\$ 3,739,604	65%	\$ 14,179,464
Sewer Service Charges	60,500,000	31,663,928	52%	60,216,148
Operating (Includes work groups and fund 85)	1,293,500	876,007	68%	1,285,438
Interest	1,150,000	1,166,176	101%	3,167,480
Misc. (Annex fees, forfeited deposits)	75,000	15,610	21%	174,673
Subtotal Revenues	\$ 68,730,700	37,461,325	55%	\$ 79,023,203
 Bond Proceeds	 -	 -	 0.0%	 73,508,248
Total Revenues + Bond Proceeds	\$ 68,730,700	\$ 37,461,325	55%	\$ 152,531,451
Expenses	Budget	Actual	% of Budget Used	Last Year Actuals
Capital Improvement Program:				
Capacity Proj.	\$ 22,630,500	\$ 13,690,076	60%	\$ 7,378,703
Renewal & Repl. Proj.	20,052,000	5,961,872	30%	5,317,131
Operating (includes fund 85)	45,075,355	30,675,052	68%	45,675,462
Special Projects	2,723,000	473,215	17%	1,288,761
Retiree Medical (ADC)	1,208,354	900,064	74%	- 9,636
Vehicle & Equipment	77,868	95,513	123%	42,258
Information Systems	960,800	659,345	69%	412,483
Plant & Pump Stat. R&R	400,000	208	0%	244,669
Emerg. Fund	-	-	0%	
Cty Fee for SSC Admin.	111,000	55,571	50%	109,988
Debt Servicing:				
SRF Loans	-	-		39,670,259
Bonds	4,684,773	4,684,772	100%	1,226,335
WIFIA Fees	-	100,000	0%	
Total Expenses	\$ 97,923,650	\$ 57,295,689	59%	\$ 101,356,412
Total Revenue & Proceeds less Expenses	\$ (29,192,950)	\$ (19,834,364)		51,175,039

Operating (Work Group) Expenses

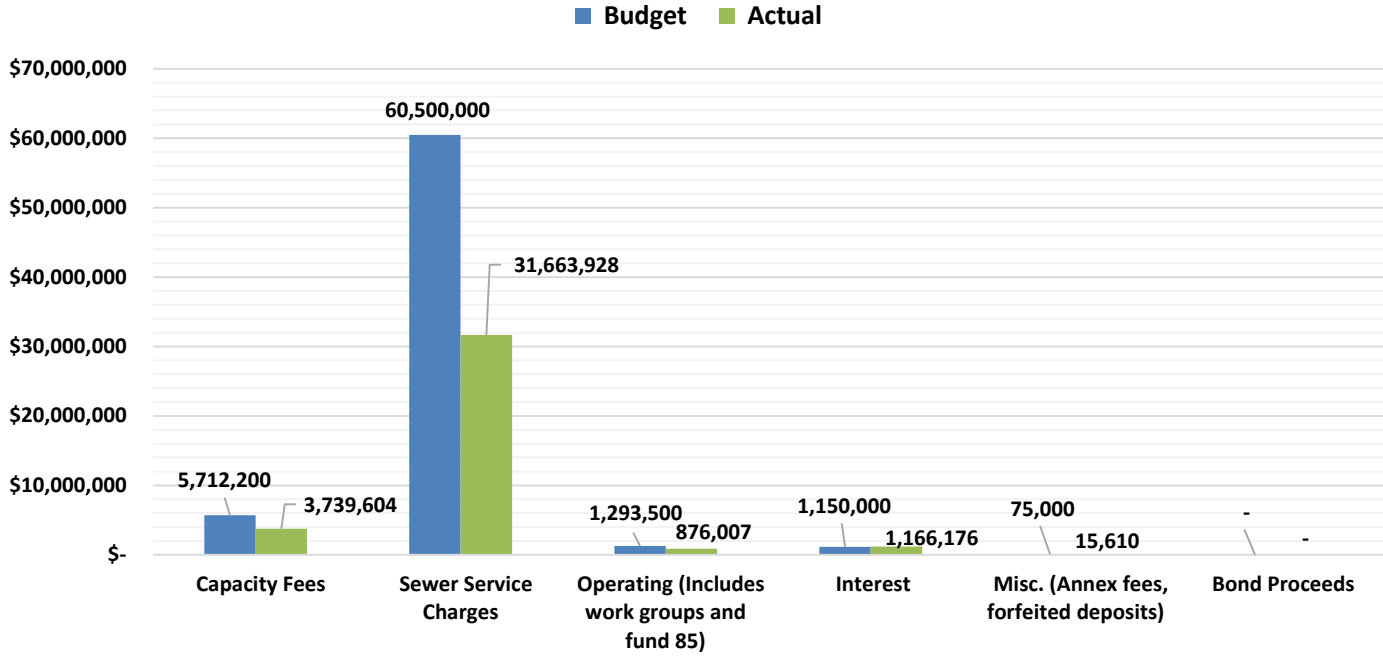
	Budget	Actual	% of Budget Used	Audited Last Year Actuals
Board of Directors	\$ 180,354	\$ 98,162	54%	\$ 145,485
General Manager/Admin.	1,066,753	735,045	69%	1,028,600
Business Services	4,169,231	2,760,396	66%	4,195,435
Collection Services	7,623,414	5,168,673	68%	8,109,845
Technical Services	6,815,278	4,988,180	73%	7,716,365
Treatment & Disposal Services	15,187,206	10,030,231	66%	14,048,718
Fabrication, Maint. & Construction	9,050,619	6,339,874	70%	9,720,443
Non-Departmental	982,500	554,491	56%	710,571
Total	\$ 45,075,355	\$ 30,675,052	68%	\$ 45,675,462

Operating (Work Group) Expenses by Type

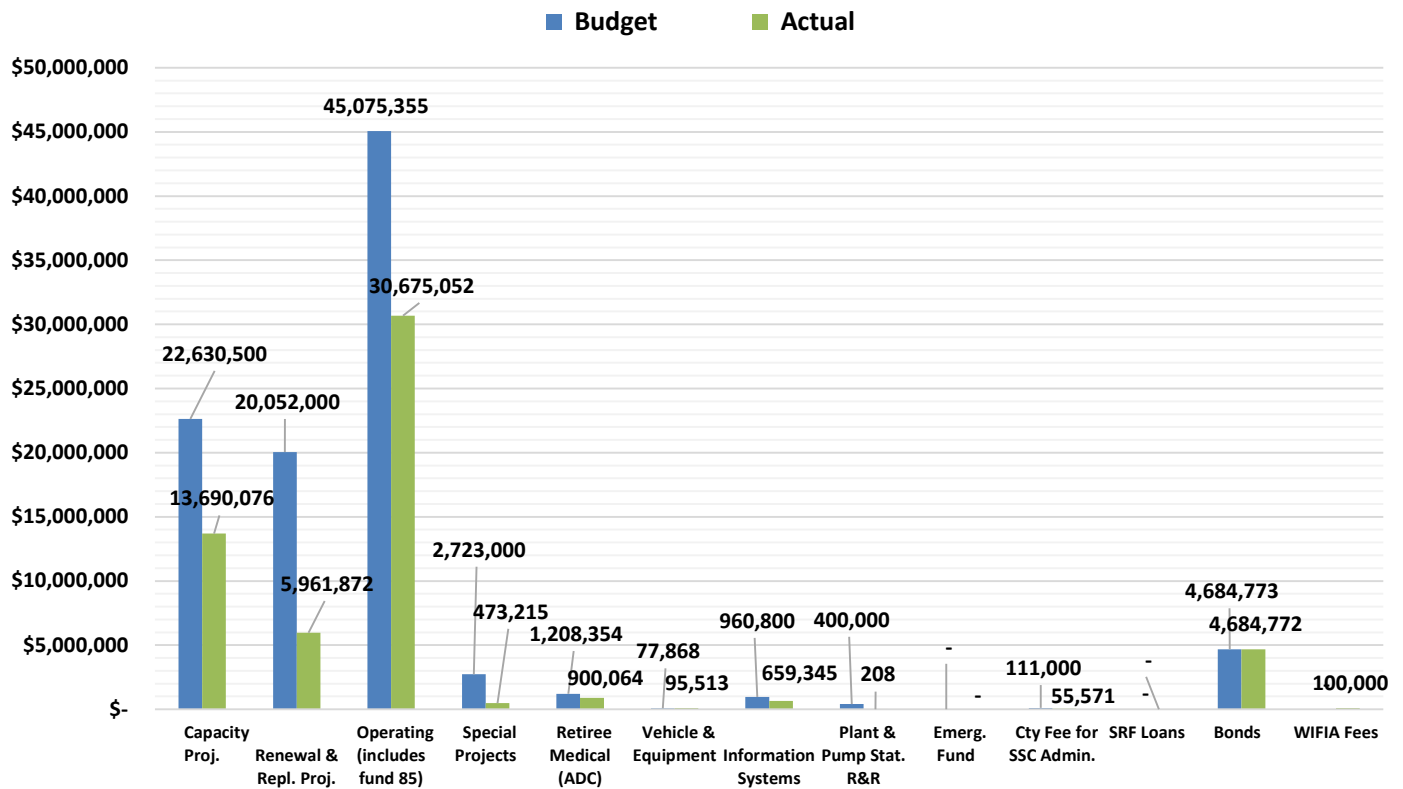
	Budget	Actual	% of Budget Used	Last Year Actuals
Personnel (incl D&E)	\$ 30,366,922	\$ 21,864,903	72%	\$ 32,823,440
Repairs & Maintenance	2,416,400	1,438,038	60%	2,520,319
Supplies & Matls (chemicals, small tools)	3,457,020	1,933,432	56%	3,197,282
Outside Services (utilities, biosolids, legal)	8,517,513	5,366,905	63%	6,934,999
Fixed Assets	317,500	71,773	23%	199,422
Total	\$ 45,075,355	\$ 30,675,052	68%	\$ 45,675,462

REVENUES AND EXPENSES REPORT
as of 3/31/21

Total Revenues

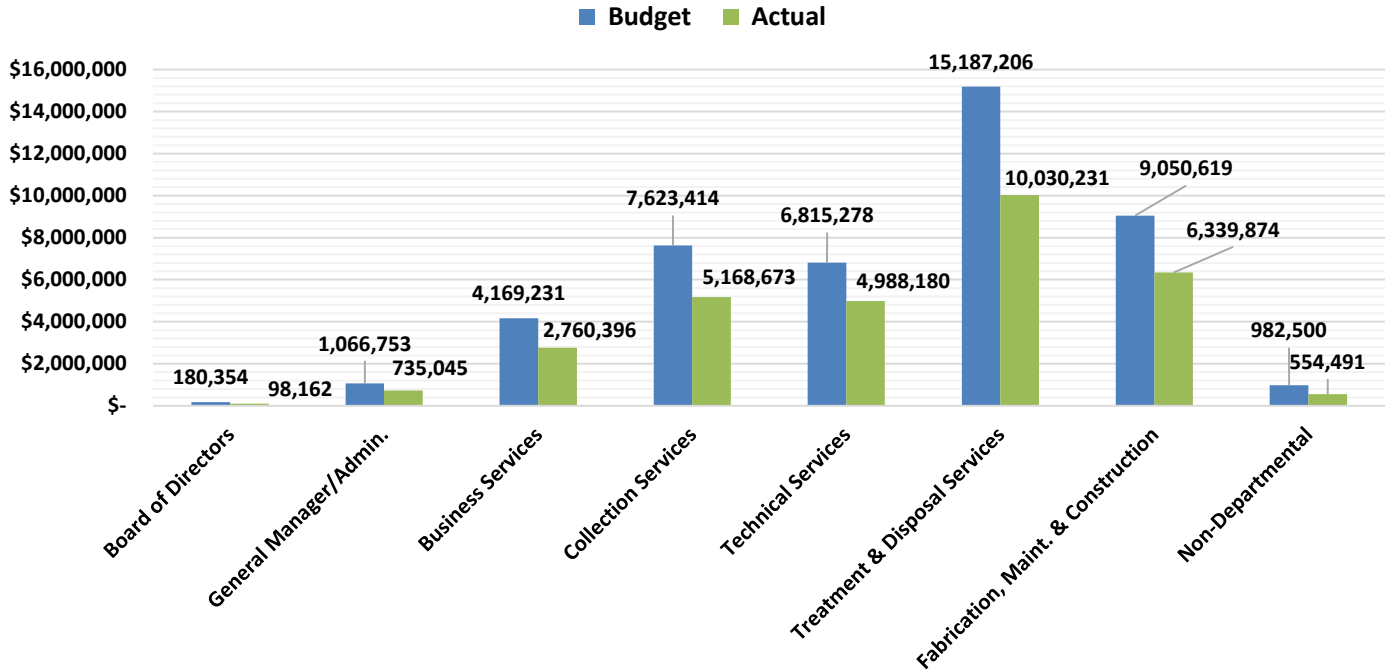


Total Expenses

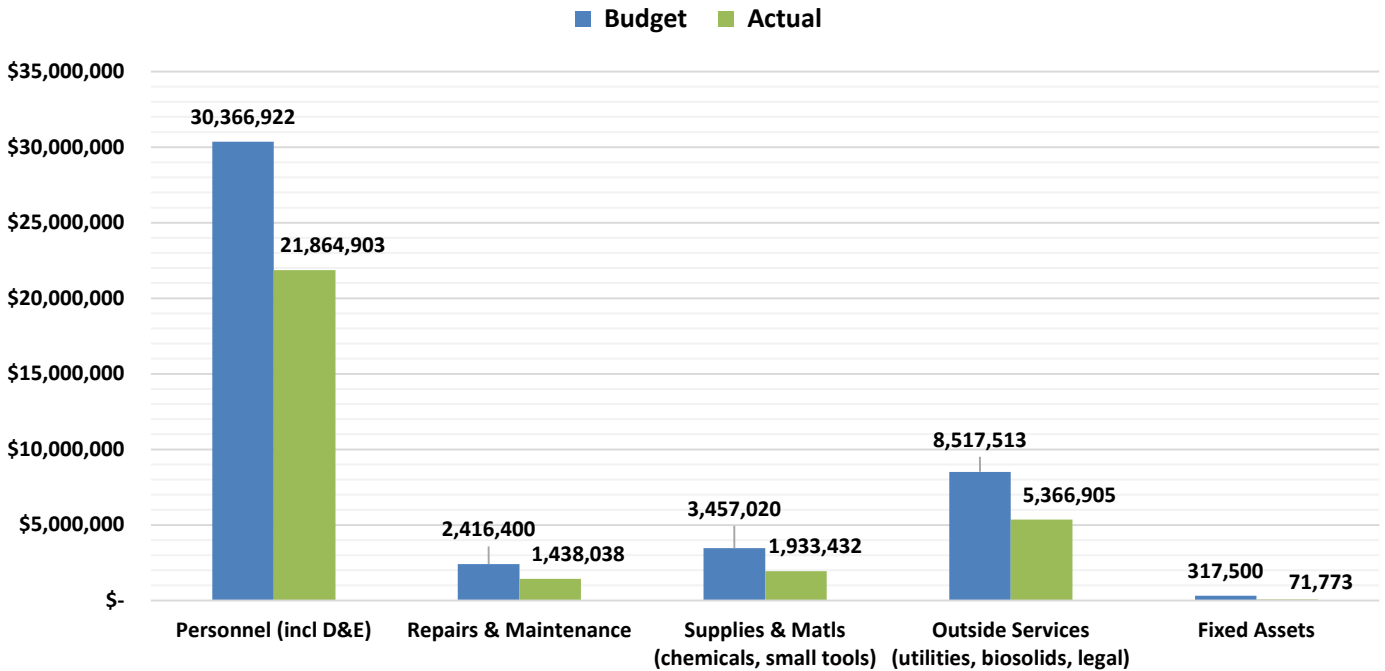


REVENUES AND EXPENSES REPORT
as of 3/31/21

Operating Expenses by Work Group

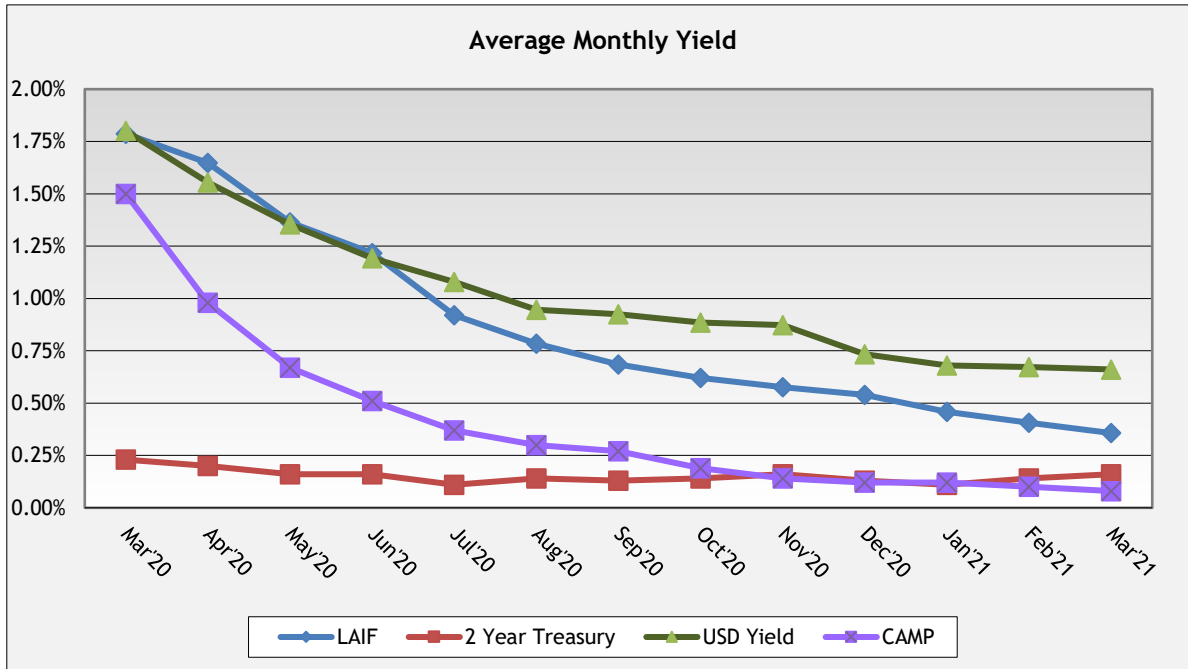


Operating Expenses by Type



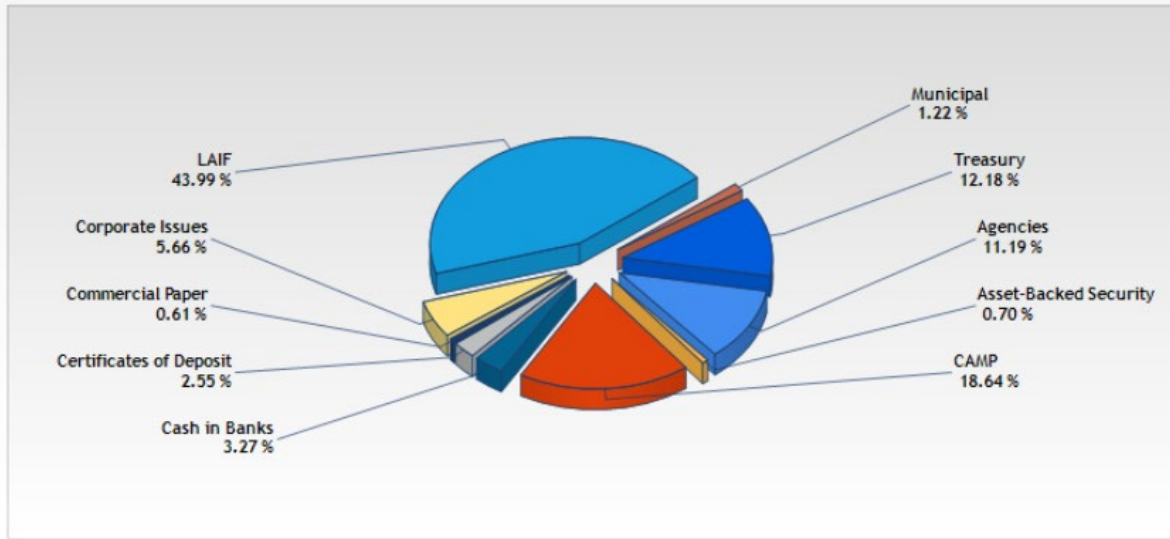
**Business Services Group
March 2021**

Performance Measures for the USD Investment Portfolio

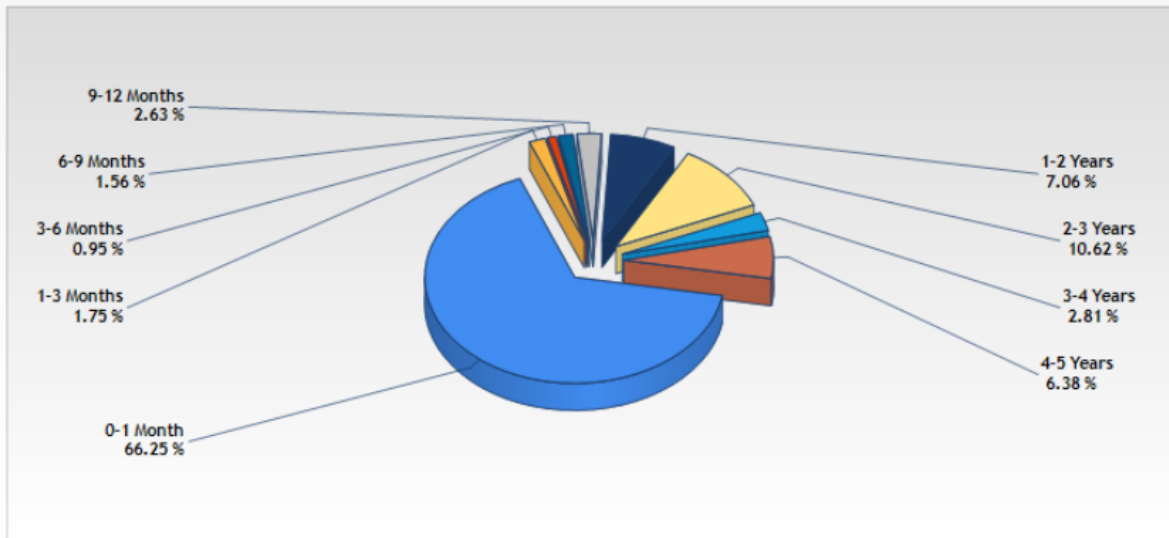


	Nov'20	Dec'20	Jan'21	Feb'21	Mar'21
LAIF	0.58%	0.54%	0.46%	0.41%	0.36%
2 Year Treasury	0.16%	0.13%	0.11%	0.14%	0.16%
USD Yield	0.87%	0.73%	0.68%	0.67%	0.66%
CAMP	0.14%	0.12%	0.12%	0.10%	0.08%

Portfolio Holdings Distribution by Asset Class



Portfolio Holdings Distribution by Maturity Range



Maturity Range	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
0-1 Month	108,597,034.39	0.275	108,597,034.39	1	66.25	108,597,121.50	108,597,034.39	0.00
1-3 Months	2,882,000.00	1.812	2,871,016.61	57	1.75	2,886,301.87	2,881,169.79	0.16
3-6 Months	1,545,000.00	2.035	1,554,907.03	133	0.95	1,558,312.20	1,548,397.36	0.36
6-9 Months	2,550,000.00	0.891	2,561,121.49	226	1.56	2,565,908.20	2,554,585.33	0.62
9-12 Months	4,291,000.00	2.151	4,308,539.24	337	2.63	4,369,998.50	4,293,782.57	0.91
1-2 Years	11,582,000.00	1.749	11,565,624.90	537	7.06	11,840,380.90	11,576,206.03	1.43
2-3 Years	17,534,000.00	1.513	17,403,981.31	898	10.62	18,007,660.34	17,474,975.57	2.42
3-4 Years	4,545,000.00	1.341	4,600,600.18	1,280	2.81	4,694,244.53	4,594,756.58	3.40
4-5 Years	10,352,000.00	0.559	10,461,185.38	1,623	6.38	10,329,729.72	10,457,768.06	4.37
TOTAL / AVERAGE	163,878,034.39	0.661	163,924,010.53	288	100	164,849,657.76	163,978,675.68	0.77

Union Sanitary District
 Portfolio Holdings
 Board Report - Holdings
 Report Format: By Transaction
 Group By: Asset Class
 Average By: Cost Value
 Portfolio / Report Group: All Portfolios
 As of 3/31/2021

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Agencies											
FFCB 0.23 6/9/2022	3133ELH64	S&P-AA+	6/9/2020	1,635,000.00	1,631,730.00	0.230	1,635,376.05	0.330		6/9/2022	1.00
FFCB 0.25 9/21/2023-22	3133EMAM4	S&P-AA+	10/9/2020	1,625,000.00	1,622,237.50	0.250	1,625,000.00	0.308	9/21/2022	9/21/2023	0.99
FHLB 0.5 4/14/2025	3130AJHU6	None	4/16/2020	560,000.00	557,222.40	0.500	555,380.00	0.601		4/14/2025	0.34
FHLB 1.375 2/17/2023	3130AJ7E3	None	2/21/2020	775,000.00	773,574.00	1.375	792,391.00	1.438		2/17/2023	0.47
FHLB 2 10/26/2021-19	3130AB3D6	None	4/26/2017	1,000,000.00	1,000,000.00	2.000	1,011,000.00	2.000		10/26/2021	0.61
FHLMC 0.25 12/4/2023	3137EAF42	S&P-AA+	12/4/2020	470,000.00	469,534.70	0.250	469,276.20	0.283		12/4/2023	0.29
FHLMC 0.25 6/26/2023	3137EAES4	None	6/26/2020	780,000.00	777,722.40	0.250	780,616.20	0.348		6/26/2023	0.47
FHLMC 0.25 8/24/2023	3137EAEV7	None	8/21/2020	520,000.00	519,469.60	0.250	520,156.00	0.284		8/24/2023	0.32
FHLMC 0.375 5/5/2023	3137EAER6	S&P-AA	5/29/2020	495,000.00	495,688.05	0.375	497,108.70	0.327		5/5/2023	0.30
FHLMC 0.375 7/21/2025	3137EAEU9	None	7/23/2020	525,000.00	522,385.50	0.375	516,489.75	0.476		7/21/2025	0.32
FHLMC 0.375 9/23/2025	3137EAEX3	None	9/25/2020	795,000.00	792,607.05	0.375	779,974.50	0.436		9/23/2025	0.48
FHLMC 1.5 2/12/2025	3137EAEP0	None	2/14/2020	1,035,000.00	1,034,203.05	1.500	1,069,548.30	1.516		2/12/2025	0.63
FNMA 0.25 5/22/2023	3135G04Q3	None	5/22/2020	865,000.00	862,396.35	0.250	866,055.30	0.351		5/22/2023	0.53
FNMA 0.25 7/10/2023	3135G05G4	None	7/10/2020	1,095,000.00	1,092,645.75	0.250	1,095,788.40	0.322		7/10/2023	0.67
FNMA 0.31 1/26/2024-22	3136G46V0	S&P-AA+	10/26/2020	259,000.00	258,896.40	0.310	258,044.29	0.322	10/26/2022	1/26/2024	0.16
FNMA 0.375 8/25/2025	3135G05X7	None	8/27/2020	555,000.00	552,402.60	0.375	544,776.90	0.470		8/25/2025	0.34
FNMA 0.375 8/25/2025	3135G05X7	None	10/22/2020	415,000.00	412,754.85	0.375	407,355.70	0.488		8/25/2025	0.25
FNMA 0.5 11/7/2025	3135G06G3	None	11/12/2020	520,000.00	518,138.40	0.500	511,862.00	0.573		11/7/2025	0.32
FNMA 0.5 6/17/2025	3135G04Z3	None	6/19/2020	865,000.00	863,209.45	0.500	856,367.30	0.542		6/17/2025	0.53
FNMA 0.5 6/17/2025	3135G04Z3	None	10/28/2020	1,010,000.00	1,011,494.80	0.500	999,920.20	0.468		6/17/2025	0.62
FNMA 0.5 8/14/2025-23	3135G05S8	S&P-AA+	8/24/2020	1,000,000.00	998,400.00	0.500	983,200.00	0.533	8/14/2023	8/14/2025	0.61
FNMA 0.625 4/22/2025	3135G03U5	None	4/24/2020	455,000.00	454,062.70	0.625	453,680.50	0.667		4/22/2025	0.28
FNMA 0.625 4/22/2025	3135G03U5	None	4/28/2020	125,000.00	124,763.75	0.625	124,637.50	0.664		4/22/2025	0.08
FNMA 1.875 4/5/2022	3135G0T45	S&P-AA+	3/16/2020	970,000.00	993,619.50	1.875	987,149.60	0.678		4/5/2022	0.61
Sub Total / Average Agencies				18,349,000.00	18,339,158.80	0.635	18,341,154.39	0.621			11.19

Asset-Backed Security

Carmax Auto Owner Trust 0.34 12/15/2025	14316NAC3	S&P-AAA	1/27/2021	90,000.00	89,982.22	0.340	89,768.65	0.344		12/15/2025	0.05
---	-----------	---------	-----------	-----------	-----------	-------	-----------	-------	--	------------	------

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
Carmax Auto Owner Trust 1.89 12/16/2024	14315XAC2	S&P-AAA	1/22/2020	185,000.00	184,963.70	1.890	189,130.99	1.895		12/16/2024	0.11
Honda Auto Receivables 2020-1 1.61 4/22/2024-23	43813RAC1	None	2/26/2020	305,000.00	304,940.22	1.610	309,942.52	1.615	5/21/2023	4/22/2024	0.19
Honda Auto Receivables 2021-1 A3 0.27 4/21/2025-24	43813GAC5	None	2/24/2021	150,000.00	149,997.26	0.270	149,771.86	0.270	5/21/2024	4/21/2025	0.09
Toyota Auto Receivables 2020-A A3 1.66 5/15/2024-2	89232HAC9	None	2/12/2020	415,000.00	414,970.04	1.660	421,927.97	1.662	10/15/2023	5/15/2024	0.25
Sub Total / Average Asset-Backed Security				1,145,000.00	1,144,853.44	1.398	1,160,541.99	1.401			0.70

CAMP

CAMP LGIP	LGIP4000	None	5/31/2011	30,551,594.36	30,551,594.36	0.080	30,551,594.36	0.080	N/A	N/A	18.64
Sub Total / Average CAMP				30,551,594.36	30,551,594.36	0.080	30,551,594.36	0.080			18.64

Cash in Banks

Union Bank Cash	LGIPUNIONBANK	None	12/31/2016	5,355,302.87	5,355,302.87	0.010	5,355,302.87	0.010	N/A	N/A	3.27
Sub Total / Average Cash in Banks				5,355,302.87	5,355,302.87	0.010	5,355,302.87	0.010			3.27

Certificates of Deposit

American Expr Centurion 2.45 4/5/2022	02587DN38	None	4/5/2017	247,000.00	247,000.00	2.450	252,489.18	2.450		4/5/2022	0.15
Belmont Savings Bank 2.15 3/22/2022	080515BV0	None	3/20/2017	248,000.00	248,000.00	2.150	252,608.09	2.150		3/22/2022	0.15
BMW Bank 2.15 3/10/2022	05580AGR9	None	3/10/2017	247,000.00	247,000.00	2.150	251,447.38	2.150		3/10/2022	0.15
Credit Agricole CIB NY 2.83 4/2/2021	22535CDU2	None	4/4/2019	575,000.00	575,000.00	2.830	575,087.11	2.830		4/2/2021	0.35
Credit Suisse 0.59 3/17/2023	22552G3C2	None	3/23/2021	435,000.00	435,000.00	0.590	437,558.19	0.590		3/17/2023	0.27
Discover Bank 2.25 12/29/2021	254672Y36	None	12/29/2016	247,000.00	247,000.00	2.250	250,815.61	2.250		12/29/2021	0.15
DNB Nor Bank ASA 2.04 12/2/2022	23341VZT1	NR	12/6/2019	430,000.00	430,000.00	2.040	442,730.02	2.040		12/2/2022	0.26
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	None	5/31/2017	249,000.00	249,000.00	1.850	249,701.96	1.850		5/28/2021	0.15
Societe Generale NY 1.8 2/14/2022	83369XDL9	None	2/19/2020	570,000.00	570,000.00	1.800	577,884.98	1.800		2/14/2022	0.35
State Bank of India 2.25 1/26/2022	8562846A7	None	1/26/2017	247,000.00	247,000.00	2.250	251,185.76	2.250		1/26/2022	0.15
Sumitomo Mitsui Bank NY 0.7 7/8/2022	86565CKU2	None	7/14/2020	435,000.00	435,000.00	0.700	437,314.81	0.700		7/8/2022	0.27
Synchrony Bank 2.3 2/24/2022	87165ELT2	None	2/28/2017	247,000.00	247,000.00	2.300	251,653.63	2.300		2/24/2022	0.15
Sub Total / Average Certificates of Deposit				4,177,000.00	4,177,000.00	1.892	4,230,476.72	1.892			2.55

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
MUFG Bank LTD/NY 0 11/19/2021	62479LYK5	S&P-A1	2/22/2021	1,000,000.00	998,725.00	0.000	998,720.70	0.170		11/19/2021	0.61
Sub Total / Average Commercial Paper				1,000,000.00	998,725.00	0.000	998,720.70	0.170			0.61

Corporate Issues

Amazon.com Inc. 2.4 2/22/2023	023135AW6	Fitch-A+	4/15/2019	675,000.00	668,499.75	2.400	699,887.25	2.664		2/22/2023	0.41
American Express Credit 2.7 3/3/2022	0258M0EG0	Moodys-A2	5/15/2017	1,000,000.00	1,013,279.67	2.700	1,020,250.00	2.406		3/3/2022	0.62
American Honda Finance 1.95 5/10/2023	02665WDH1	None	1/10/2020	415,000.00	414,846.45	1.950	427,068.20	1.962		5/10/2023	0.25
Apple Inc 0.75 5/11/2023	037833DV9	S&P-AA+	5/11/2020	325,000.00	324,116.00	0.750	328,266.25	0.842		5/11/2023	0.20
Bank of America Corp 4.1 7/24/2023	06053FAA7	Fitch-A	3/22/2019	500,000.00	520,405.00	4.100	540,130.00	3.087		7/24/2023	0.32
BB&T Corporation 3.05 6/20/2022-22	05531FBG7	Fitch-A+	3/22/2019	525,000.00	525,714.00	3.050	541,154.25	3.006	5/20/2022	6/20/2022	0.32
Bristol-Myers Squibb Co 3.875 8/15/2025-25	110122DC9	S&P-A+	9/30/2020	177,000.00	202,254.36	3.875	196,537.26	0.879	5/15/2025	8/15/2025	0.12
Chevron Corp 2.1 5/16/2021	166764BG4	Moodys-Aa2	5/10/2017	1,000,000.00	999,500.00	2.100	1,001,240.00	2.113		5/16/2021	0.61
Exxon Mobil Corporation 2.726 3/1/2023	30231GAR3	Moodys-Aaa	6/14/2019	985,000.00	1,001,400.25	2.726	1,025,434.25	2.256		3/1/2023	0.61
Goldman Sachs Group Inc 3.75 5/22/2025-25	38148LAE6	S&P-BBB+	2/17/2021	380,000.00	424,528.40	3.750	414,678.80	0.940	2/22/2025	5/22/2025	0.26
JP Morgan Chase & Co 0.653 9/16/2024-23	46647PBS4	None	9/16/2020	110,000.00	110,000.00	0.653	110,209.00	0.653	9/16/2023	9/16/2024	0.07
JPMorgan Chase & Co 2.7 5/18/2023-23	46625HRL6	Fitch-A+	3/22/2019	525,000.00	517,970.25	2.700	547,680.00	3.045	3/18/2023	5/18/2023	0.32
Paccar Financial Corp 2.65 5/10/2022	69371RP83	None	5/10/2019	580,000.00	579,686.80	2.650	595,074.20	2.669		5/10/2022	0.35
State Street Corp 1.95 5/19/2021	857477AV5	Fitch-AA-	3/22/2019	530,000.00	520,566.00	1.950	531,113.00	2.805		5/19/2021	0.32
Toyota Motor Credit Corp 1.8 2/13/2025	89236TGT6	S&P-AA-	5/26/2020	180,000.00	181,758.60	1.800	184,869.00	1.584		2/13/2025	0.11
Toyota Motor Credit Corp 1.8 2/13/2025	89236TGT6	S&P-AA-	5/26/2020	250,000.00	252,442.50	1.800	256,762.50	1.584		2/13/2025	0.15
Wal-Mart Stores Inc 2.55 4/11/2023-23	931142DH3	S&P-AA	5/26/2020	965,000.00	1,015,701.10	2.550	1,004,613.25	0.701	1/11/2023	4/11/2023	0.62
Sub Total / Average Corporate Issues				9,122,000.00	9,272,669.13	2.559	9,424,967.21	2.103			5.66

LAIF

LAIF LGIP	LGIP1002	None	4/30/2011	72,115,137.16	72,115,137.16	0.357	72,115,137.16	0.357	N/A	N/A	43.99
Sub Total / Average LAIF				72,115,137.16	72,115,137.16	0.357	72,115,137.16	0.357			43.99

Municipal

Description	CUSIP/Ticker	Credit Rating 1	Settlement Date	Face Amount/Shares	Cost Value	Coupon Rate	Market Value	YTM @ Cost	Next Call Date	Maturity Date	% of Portfolio
City of Riverside CA 2.125 6/1/2021	769036BA1	S&P-AA-	6/1/2017	500,000.00	500,000.00	2.125	501,265.00	2.125		6/1/2021	0.31
State of California 2.152 4/1/2022	13063DAD0	Moodys-Aa3	4/27/2017	1,000,000.00	1,010,000.00	2.152	1,021,330.00	1.938		4/1/2022	0.62
Victor Valley College General Obligation Bond 2.35	92603PER9	Moodys-Aa2	12/28/2016	500,000.00	490,150.00	2.350	502,695.00	2.811		8/1/2021	0.30
Sub Total / Average Municipal				2,000,000.00	2,000,150.00	2.194	2,025,290.00	2.199			1.22
Treasury											
T-Bill 0 6/17/2021	9127963H0	S&P-A1+	6/24/2020	603,000.00	601,950.61	0.000	602,981.91	0.178		6/17/2021	0.37
T-Note 0.375 12/31/2025	91282CBC4	S&P-AA+	1/25/2021	755,000.00	752,847.07	0.375	736,978.15	0.434		12/31/2025	0.46
T-Note 0.5 2/28/2026	91282CBQ3	S&P-AA+	3/5/2021	1,260,000.00	1,242,970.31	0.500	1,234,699.20	0.777		2/28/2026	0.76
T-Note 1.25 7/31/2023	912828S92	Fitch-AAA	4/2/2019	1,035,000.00	990,365.62	1.250	1,059,819.30	2.302		7/31/2023	0.60
T-Note 1.375 6/30/2023	912828S35	Fitch-AAA	3/20/2019	1,385,000.00	1,325,867.00	1.375	1,421,300.85	2.431		6/30/2023	0.81
T-Note 1.375 9/30/2023	912828T26	Fitch-AAA	3/20/2019	1,545,000.00	1,475,112.89	1.375	1,588,630.80	2.436		9/30/2023	0.90
T-Note 1.5 10/31/2024	912828YM6	S&P-AA+	1/12/2021	1,005,000.00	1,049,479.10	1.500	1,038,999.15	0.327		10/31/2024	0.64
T-Note 1.5 3/31/2023	912828Q29	Fitch-AAA	3/20/2019	175,000.00	168,799.81	1.500	179,634.00	2.428		3/31/2023	0.10
T-Note 1.75 11/30/2021	912828U65	S&P-AA+	6/16/2020	550,000.00	562,396.49	1.750	556,187.50	0.199		11/30/2021	0.34
T-Note 1.75 7/15/2022	9128287C8	Fitch-AAA	7/31/2019	1,000,000.00	998,789.06	1.750	1,021,060.00	1.792		7/15/2022	0.61
T-Note 1.75 9/30/2022	912828L57	Fitch-AAA	3/20/2019	835,000.00	816,016.80	1.750	855,190.30	2.426		9/30/2022	0.50
T-Note 1.875 2/28/2022	912828W55	Fitch-AAA	4/2/2019	485,000.00	479,259.57	1.875	492,823.05	2.298		2/28/2022	0.29
T-Note 2 4/30/2024	912828X70	Fitch-AAA	6/7/2019	590,000.00	592,996.09	2.000	619,134.20	1.891		4/30/2024	0.36
T-Note 2 6/30/2024	912828XX3	Fitch-AAA	7/3/2019	470,000.00	474,846.88	2.000	493,720.90	1.783		6/30/2024	0.29
T-Note 2.125 12/31/2022	912828N30	Fitch-AAA	3/20/2019	1,170,000.00	1,157,340.24	2.125	1,210,131.00	2.426		12/31/2022	0.71
T-Note 2.125 2/29/2024	912828W48	Fitch-AAA	3/20/2019	2,000,000.00	1,970,625.00	2.125	2,103,280.00	2.442		2/29/2024	1.20
T-Note 2.125 3/31/2024	912828W71	S&P-AA+	3/2/2020	730,000.00	767,412.50	2.125	768,266.60	0.844		3/31/2024	0.47
T-Note 2.125 6/30/2022	912828XG0	Fitch-AAA	3/20/2019	710,000.00	703,454.69	2.125	727,806.80	2.418		6/30/2022	0.43
T-Note 2.25 12/31/2023	912828V23	Fitch-AAA	3/20/2019	2,000,000.00	1,982,968.75	2.250	2,106,560.00	2.439		12/31/2023	1.21
T-Note 2.625 1/31/2026	9128286A3	S&P-AA+	2/4/2021	715,000.00	791,164.26	2.625	773,651.45	0.463		1/31/2026	0.48
T-Note 2.75 8/15/2021	9128284W7	Fitch-AAA	10/28/2019	1,045,000.00	1,064,757.03	2.750	1,055,617.20	1.678		8/15/2021	0.65
Sub Total / Average Treasury				20,063,000.00	19,969,419.77	1.715	20,646,472.36	1.760			12.18
Total / Average				163,878,034.39	163,924,010.53	0.682	164,849,657.76	0.661			100

All investment actions executed since the last report have been made in full compliance with the District's Investment Policy. The District will meet its expenditure obligations for the next six months. Market value sources are the LAIF, CAMP, and BNY Mellon monthly statements. Broker/Dealers utilized per USD Investment Policy and at the discretion of investment portfolio advisor.

Reviewer:

26 of 139
Approver:

Union Sanitary District
Transactions Summary
Board Report - Activity
Group By: Action
Portfolio / Report Group: All Portfolios
Begin Date: 02/28/2021, End Date: 03/31/2021

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
Buy								
Credit Suisse 0.59 3/17/2023	22552G3C2	435,000.00	435,000.00	0.00	0.590	0.590	3/23/2021	435,000.00
T-Note 0.5 2/28/2026	91282CBQ3	1,260,000.00	1,242,970.31	85.60	0.500	0.777	3/5/2021	1,243,055.91
Sub Total / Average Buy		1,695,000.00	1,677,970.31	85.60				1,678,055.91
Deposit								
BNY Cash	LGIPBNY	0.06	0.06	0.00	N/A	0.000	3/1/2021	0.06
CAMP LGIP	LGIP4000	2,321.01	2,321.01	0.00	N/A	0.000	3/31/2021	2,321.01
Union Bank Cash	LGIPUNIONBANK	5,355,302.87	5,355,302.87	0.00	N/A	0.000	3/31/2021	5,355,302.87
Sub Total / Average Deposit		5,357,623.94	5,357,623.94	0.00				5,357,623.94
Interest								
American Express Credit 2.7 3/3/2022	0258M0EG0	0.00	0.00	13,500.00	2.700	0.000	3/3/2021	13,500.00
Belmont Savings Bank 2.15 3/22/2022	080515BV0	0.00	0.00	2,644.09	2.150	0.000	3/22/2021	2,644.09
BMW Bank 2.15 3/10/2022	05580AGR9	0.00	0.00	2,633.43	2.150	0.000	3/10/2021	2,633.43
BNY Cash	LGIPBNY	0.00	0.00	0.06	N/A	0.000	3/1/2021	0.06
CAMP LGIP	LGIP4000	0.00	0.00	2,321.01	N/A	0.000	3/31/2021	2,321.01
Carmax Auto Owner Trust 0.34 12/15/2025	14316NAC3	0.00	0.00	25.50	0.340	0.000	3/15/2021	25.50
Carmax Auto Owner Trust 1.89 12/16/2024	14315XAC2	0.00	0.00	291.38	1.890	0.000	3/15/2021	291.38
Exxon Mobil Corporation 2.726 3/1/2023	30231GAR3	0.00	0.00	13,425.55	2.726	0.000	3/1/2021	13,425.55
FFCB 0.25 9/21/2023-22	3133EMAM4	0.00	0.00	2,031.25	0.250	0.000	3/22/2021	2,031.25
FHLMC 0.375 9/23/2025	3137EAEX3	0.00	0.00	1,474.07	0.375	0.000	3/23/2021	1,474.07
Honda Auto Receivables 2020-1 1.61 4/22/2024-23	43813RAC1	0.00	0.00	409.21	1.610	0.000	3/22/2021	409.21
Honda Auto Receivables 2021-1 A3 0.27 4/21/2025-24	43813GAC5	0.00	0.00	30.38	0.270	0.000	3/22/2021	30.38
JP Morgan Chase & Co 0.653 9/16/2024-23	46647PBS4	0.00	0.00	359.15	0.653	0.000	3/16/2021	359.15
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	0.00	0.00	391.24	1.850	0.000	3/31/2021	391.24
Ponce De Leon Federal Bank 1.85 5/28/2021	732333AJ8	0.00	0.00	353.38	1.850	0.000	3/1/2021	353.38
T-Note 1.375 9/30/2023	912828T26	0.00	0.00	10,621.88	1.375	0.000	3/31/2021	10,621.88
T-Note 1.5 3/31/2023	912828Q29	0.00	0.00	1,312.50	1.500	0.000	3/31/2021	1,312.50
T-Note 1.75 9/30/2022	912828L57	0.00	0.00	7,306.25	1.750	0.000	3/31/2021	7,306.25
T-Note 1.875 2/28/2022	912828W55	0.00	0.00	4,546.88	1.875	0.000	3/1/2021	4,546.88
T-Note 2.125 2/29/2024	912828W48	0.00	0.00	21,250.00	2.125	0.000	3/1/2021	21,250.00
T-Note 2.125 3/31/2024	912828W71	0.00	0.00	7,756.25	2.125	0.000	3/31/2021	7,756.25

Description	CUSIP/Ticker	Face Amount/Shares	Principal	Interest/Dividends	Coupon Rate	YTM @ Cost	Settlement Date	Total
Toyota Auto Receivables 2020-A A3 1.66 5/15/2024-2	89232HAC9	0.00	0.00	574.08	1.660	0.000	3/15/2021	574.08
Sub Total / Average Interest		0.00	0.00	93,257.54				93,257.54
Sell								
Credit Suisse0.59 2/1/2022	22549L6F7	435,000.00	435,869.57	1,432.60	0.590	0.000	3/23/2021	437,302.17
T-Bill 0 6/17/2021	9127963H0	1,250,000.00	1,249,866.39	0.00	0.000	0.000	3/5/2021	1,249,866.39
Sub Total / Average Sell		1,685,000.00	1,685,735.96	1,432.60				1,687,168.56
Withdraw								
BNY Cash	LGIPBNY	0.06	0.06	0.00	N/A	0.000	3/1/2021	0.06
CAMP LGIP	LGIP4000	2,000,000.00	2,000,000.00	0.00	N/A	0.000	3/19/2021	2,000,000.00
CAMP LGIP	LGIP4000	4,000,000.00	4,000,000.00	0.00	N/A	0.000	3/8/2021	4,000,000.00
Union Bank Cash	LGIPUNIONBANK	2,805,735.91	2,805,735.91	0.00	N/A	0.000	3/30/2021	2,805,735.91
Sub Total / Average Withdraw		8,805,735.97	8,805,735.97	0.00				8,805,735.97

**Union Sanitary District's Internal Retiree Medical Fund
Quarterly Report**

For Period Ended 03/31/21

Fund Balance 12/31/20:	(\$616,499.21)
Revenues:	
FY21 Budget Allocation	1,225,725.00
Expenses:	
Quarterly Net Medical Reimbursements	(123,847.88)
Transfers Out:	
3/17/21 CalPERS OPEB Trust Actuarially Determined Contrib. (ADC) (payment 3 of 4)	(177,088.50)
Ending Fund Balance 03/31/21:	\$308,289.41



Market Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Balance	\$9,899,738.48	\$8,454,733.85
Contribution	177,088.50	531,265.50
Disbursement	0.00	0.00
Transfer In	0.00	0.00
Transfer Out	0.00	0.00
Investment Earnings	7,432.03	1,102,137.08
Administrative Expenses	(1,205.05)	(3,444.84)
Investment Expense	(1,140.94)	(2,778.57)
Other	0.00	0.00
Ending Balance	\$10,081,913.02	\$10,081,913.02
FY End Contrib per GASB 74 Para 22	0.00	0.00
FY End Disbursement Accrual	0.00	0.00
Grand Total	\$10,081,913.02	\$10,081,913.02

Unit Value Summary:

	QTD Current Period	Fiscal Year to Date
Beginning Units	484,806.753	466,721.853
Unit Purchases from Contributions	8,613.085	26,697.985
Unit Sales for Withdrawals	0.000	0.000
Unit Transfer In	0.000	0.000
Unit Transfer Out	0.000	0.000
Ending Units	493,419.838	493,419.838
Period Beginning Unit Value	20.419969	18.115145
Period Ending Unit Value	20.432728	20.432728

Please note the Grand Total is your actual fund account balance at the end of the period, including all contributions per GASB 74 paragraph 22 and accrued disbursements. Please review your statement promptly. All information contained in your statement will be considered true and accurate unless you contact us within 30 days of receipt of this statement. If you have questions about the validity of this information, please contact CERBT4U@calpers.ca.gov.

Statement of Transaction Detail for the Quarter Ending 03/31/2021

Union Sanitary District

Entity #: SKB7-6011550262



Date	Description	Amount	Unit Value	Units	Check/Wire	Notes
03/17/2021	Contribution	\$177,088.50	\$20.560404	8,613.085	WIRE 2021031700125 500	

Client Contact:
CERBT4U@CalPERS.ca.gov

<p>MONTHLY OPERATIONS REPORT FOR THE MONTH MAR 2021</p> <p>TECHNICAL SUPPORT WORK GROUP SUMMARY</p>

Capital Improvement Program

Aeration Blower No. 11 Project – Submittals were submitted and reviewed. Contractor is working on the procurement of materials. The high-speed blower has been fabricated and staff remotely witnessed the factory testing of the blower on March 10th.

Alvarado Influent Pump Station Improvements Project – New Hydraulic Power Unit and Switchboard 5 were set on concrete pads. New dry well supply fan and wet well scrubber exhaust fan have started operating.

Centrifuge Building Improvements Project - Submittals were submitted and reviewed.

FY21 Cast Iron/Pipe Lining Project - Construction work is in progress. One additional liner is yet to be done.

Headworks Screens Replacement Project – Change Order No. 7 to replace the 3/8” racks and rakes with 1/4” racks and rakes on Mechanical Screen No. 3 has been executed.

Primary Digester No. 2 Rehabilitation Project – Investigation of the water leak has been completed. Filling of the Digester began on March 29th and is expected to take 3 to 4 days to complete.

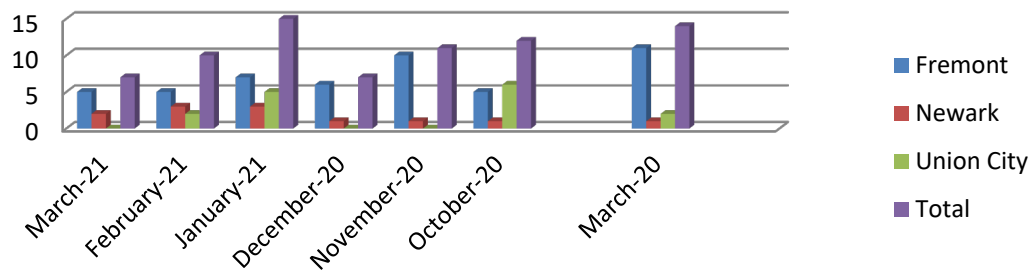
Primary Digester No. 7 Project – Concrete placements for Digester No. 7 roof slab have been completed. Mechanical work associated with Digester to begin in April.

Wet Weather Flow Management – Calcium Thiosulfate Chemical Feed System - Submittal review in progress. Contractor mobilized and underground construction work is in progress.

Customer Service

Trouble Calls dispatched from the Front Desk during business hours:

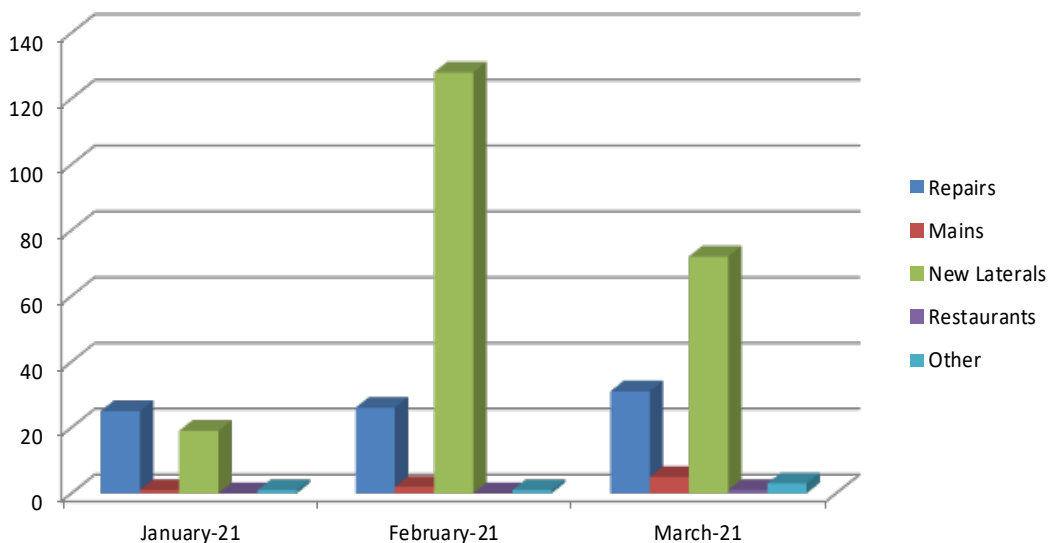
Month	Fremont	Newark	Union City	Total
March-21	5	2	0	7
February-21	5	3	2	10
January-21	7	3	5	15
December-20	6	1	0	7
November-20	10	1	0	11
October-20	5	1	6	12
March-20	11	1	2	14
6-Month Total				62



Sewer Permits Issued

Month	Repairs	Mains	New Laterals	Restaurants	Other
March-21	31	5	72	1	3
February-21	26	2	128	0	1
January-21	25	1	19	0	1

New Laterals - New residential lateral connections
Other - Non-residential construction (except restaurants)



Communication

- Social Media posts:
 - Don't flush medicines
 - Recruitment: Assistant Engineer – Limited Duration
 - Recruitment: IT Administrator
 - Wipe Clog Pipes
- Union City Chamber Board meetings – participated as Board member

Environmental Compliance

Pollution Prevention/Stormwater Programs

USD's Environmental Compliance (EC) team conducts pollution prevention inspections at restaurants, car wash businesses, and other commercial facilities. EC also conducts inspections and enforcement for the City of Fremont's Environmental Services group. Over 600 Stormwater compliance inspections are conducted every year to ensure that commercial facilities, including restaurants and auto shops, comply with City Ordinance requirements, and do not discharge pollutants to the creeks and bay.

During the past month, the EC team conducted 74 Stormwater (Urban Runoff), and 46 FOG (restaurant) inspections. During this reporting period, Inspectors identified 11 Stormwater and 6 FOG enforcement actions. Five (5) of the Stormwater enforcements resulted in administrative fines ranging from \$100 to \$750 for each violation. Zero (0) of the administrative fines were for illicit discharge violations.

Urban Runoff (UR) Inspections and Enforcements

March 2021	Number of UR Inspection	VW	WL	NOV	AF	LA	NOD	Total Enforcements	No. of Illicit Discharge/s	
	74	3	0	3	5	0	0	11	% Enforcement	15%

Fats, Oils, and Grease (FOG) Inspections and Enforcements

March 2021	Number of FOG Inspections	VW	WL	NOV	AF	LA	NOD	Total Enforcements	% Enforcement	13%
	46	6	0	0	0	0	0	6		

Enforcements

VW – Verbal Warning, WL – Warning Letter, NOV – Notices of Violation

AF – Administrative Fine, LA – Legal Action, NOD – Notice of Deficiency

AO – Administrative Order, C&D – Cease & Desist Order, SNC – Significant Non-Compliance

Dental Inspections, School Outreach, and Plant Tours

# of Dental Inspections	# of School Outreach Events	# of Plant Tours
None	16 (Virtual)	None

Industrial Pretreatment

The Industrial Pretreatment program has pending permits as shown in the table below. USD inspectors are working with each of these companies to establish permitted industrial discharges.

Pending Permits

New Industrial/Groundwater Permits	Groundwater/Temporary
Facebook Commissary	McGuire and Hester (Forcemain Relocation, NE Site)
Membrane Technology Research	Teichert Construction (Concord St. Main Replacement)
Bionova	Phillips 66 RMR #1637 (Mowry Ave.)
Sonova	Toll West Cost (Metro West Ph2)- Determined may not need
Rigetti Computing	
Estuary LLC	

Permits Issued

Company Name	Date Permit Issued
PWS Permit- Adams Pool Solutions (COF Aqua Adventures)	3/9/2021
GW-0116 Preston Pipelines (Allogene #2)	3/2/2021
GW-0117 McGuire and Hester (Forcemain Relocation, South Site)	3/9/2021
GW-0119 FMC (Forcemain Relocation, NW Site Treatment)	3/9/2021
C1C-0006 Allogene	3/26/2021

Industrial Permit Closures

Company Name	Date of Closure
None	

Reports (Annual & Semi-Annual Pretreatment Report, Union City Report, etc.)

Report Name	Date Report Completed and Submitted
None	

Enforcement Action

Industrial User Name & Nature of Business	Comments	City	Parameter Violated	Discharge concentration (mg/L)	USD/Fed Limit Violated(mg/L)	Enforcement
Ceramic Tech	N21-003	Fremont	Oil & Grease (Petroleum)	170	100	NOV

A/V- Animal/Vegetable, TTL- Total, O&G- Oil & Grease

*(1) WL – Warning Letter,
C&D – Cease and Desist Order,*

*NOV – Notices of Violation,
SNC – Significant Non-Compliance,*

*AO – Administrative Order
EM – Enforcement Meeting*

Other - Training, Special Meetings, Conferences, IAC (topics)

Activity	Date of Event	Organization & Attendees
CWEA Webinar: Women in Water	3/30/2021	Elizabeth LeDoan, Diana Pino
1st Quarter 2021 IAC (Industrial Advisory Committee) Meeting	3/31/2021	Alejandra Javier (Boehringer Ingelheim), Bobbi Burns (Global Plating), Dave Morenson (Clean Sciences), Eumy Hun (Lam), Heidi Lach (Western Digital), Jimmy Dileo (Tesla), Kevin Keller (Tesla), Kristen Wong (Western Digital), Richard Follen (Western Digital), Steven Ottobre (Tesla)

Engineering/Construction

No. of projects under construction: 8

	Construction Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for March 2021 Activities
1.	Aeration Blower No. 11 Project - Derek	\$1,652	10/21	15%	47%	Submittals were received and reviewed. High-speed blower was fabricated and factory tested on March 10 th .
2.	Alvarado Influent Pump Station Improvements Project – Thomas	\$8,890	10/21	35%	71%	New Hydraulic Power Unit and Switchboard 5 were set on concrete pads. New dry well supply fan and wet well scrubber exhaust fan have started operating.
3.	Centrifuge Building Improvements Project – Somporn	\$688	10/21	15%	33%	Submittals were received and reviewed.
4.	FY21 Cast Iron/Pipe Lining Project – Andrew	\$307	3/21	95%	100%	Construction work in progress. One additional liner is yet to be done.
5.	Headworks Screens Replacement Project – Thomas	\$1,822	7/21	98%	83%	Change Order No. 7 to replace the racks and rakes on Mechanical Screen No. 3 was executed.
6.	Primary Digester No. 2 Rehabilitation Project – Derek	\$3,058	10/20	97%	100%	Filling of Digester 2 with sludge began on March 29 th .
7.	Primary Digester No. 7 Project – Curtis	\$23,462	12/21	73%	67%	Concrete placements for Digester No. 7 roof slab have been completed.
8.	Wet Weather Flow Management – Calcium Thiosulfate Chemical Feed System – Kevin/Blake	\$624	06/21	8%	22%	Contractor mobilized and underground construction work is in progress.

Design/Study

No. of projects in design/study phase: **12**

	Design/Study Projects	Capital (\$1000)	Scheduled Completion	Completed Scope	Completed Time	Comments for March 2021 Activities
1.	Cathodic Protection System Improvements Project - Thomas	\$87	07/20	100%	100%	Project construction advertised on March 2 nd . Bids opened on March 30 th .
2.	Emergency Outfall Improvements Project – Andrew	\$398	08/20	100%	100%	Project construction advertised on March 30 th . Bids to be opened on April 27 th .
3.	Force Main Condition Assessment – Andrew	\$121	10/22	60%	77%	Pipe testing planned to take place in April.
4.	Force Main Corrosion Repairs Project Phase 3 – Andrew	\$60	12/21	75%	76%	Project construction is pending the completion of Force Main relocation project.
5.	Gravity Sewer Rehabilitation / Replacement Project – Phase VII – Andrew	\$176	1/21	100%	100%	Prebid conference held on March 3 rd . Bids to be opened on April 1 st .
6.	Irvington Basin Masterplan Update - Andrew	\$378	11/21	60%	59%	Flow monitors removed on March 23 rd . Consultant is verifying the data.
7.	Irvington Basin Reinforced Concrete Pipe Rehabilitation Project - Andrew	\$271	10/21	5%	14%	Kick-off meeting held on March 2 nd . 50% design submittal in progress.
8.	Odor Control Alternatives Study – Kevin	\$465	12/20	99%	100%	Report will be finalized after the pilot testing project is completed.
9.	Odor Control Pilot Study - Somporn	\$99	12/21	75%	95%	Odor Pilot data collected for Primary Clarifier Odor testing.
10.	Pump Stations Chemical System Improvements Project - Thomas	\$738	10/21	5%	16%	50% design submittal in progress.
11.	Standby Power Generation System Upgrade Project – Kevin	\$2,281	01/21	85%	85%	Preparation of generator system resubmittal in progress. Design check-in meeting with project team was held.
12.	WAS Thickener Replacement Project – Derek	\$807	06/21	70%	80%	90% design submittal in progress.

**COLLECTION SERVICES
ACTIVITIES REPORT
MARCH 2021**

Progress/Accomplishments

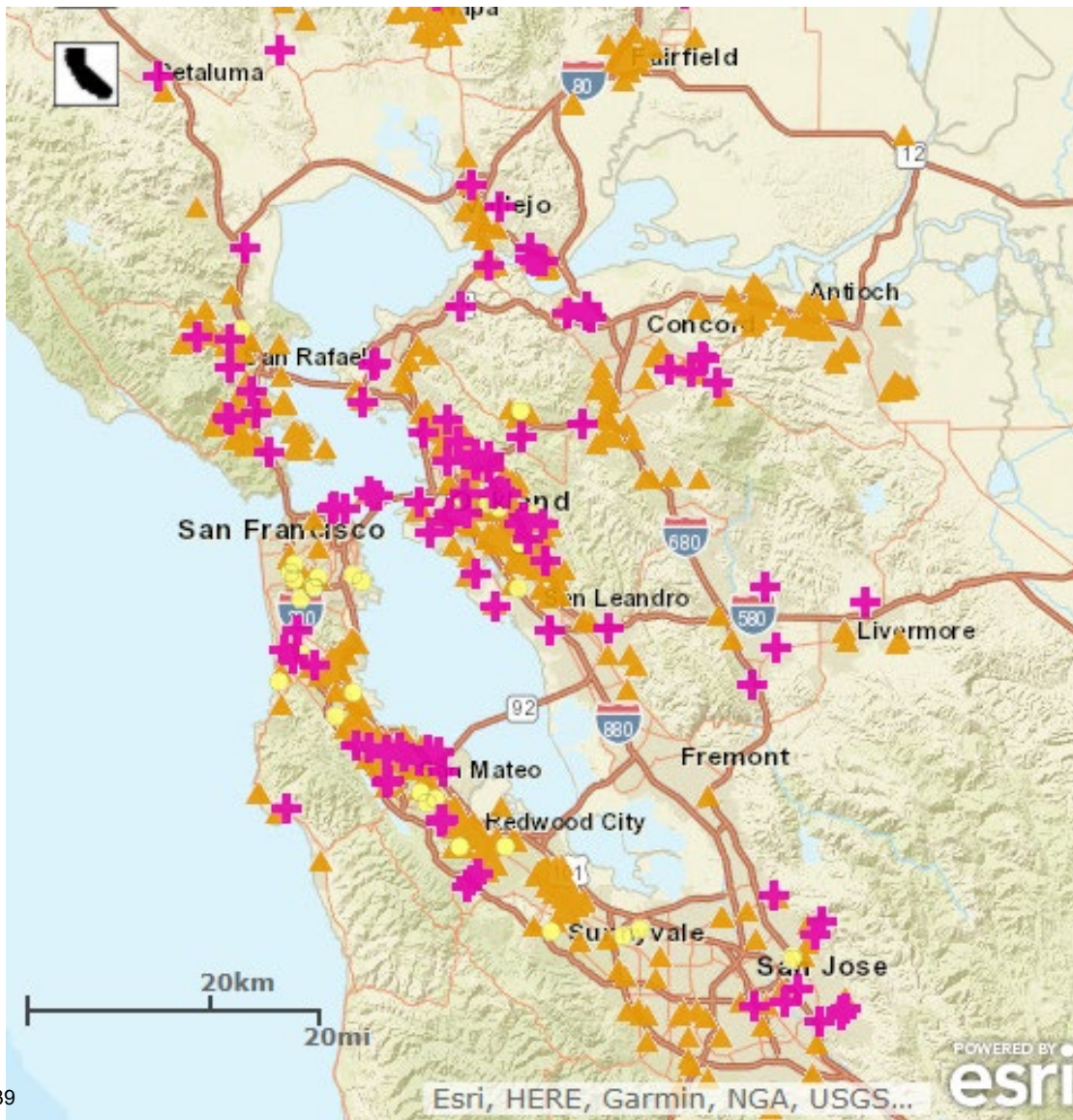
- No stoppages, no spills in March
- Completed 20.56 miles of sewer main cleaning in March
- Completed 10.21 miles of sewer main inspection in March
- Responded to 9 service request calls in March
- Completed a total of 24 sewer main repairs in March

Trainings/Significant Events

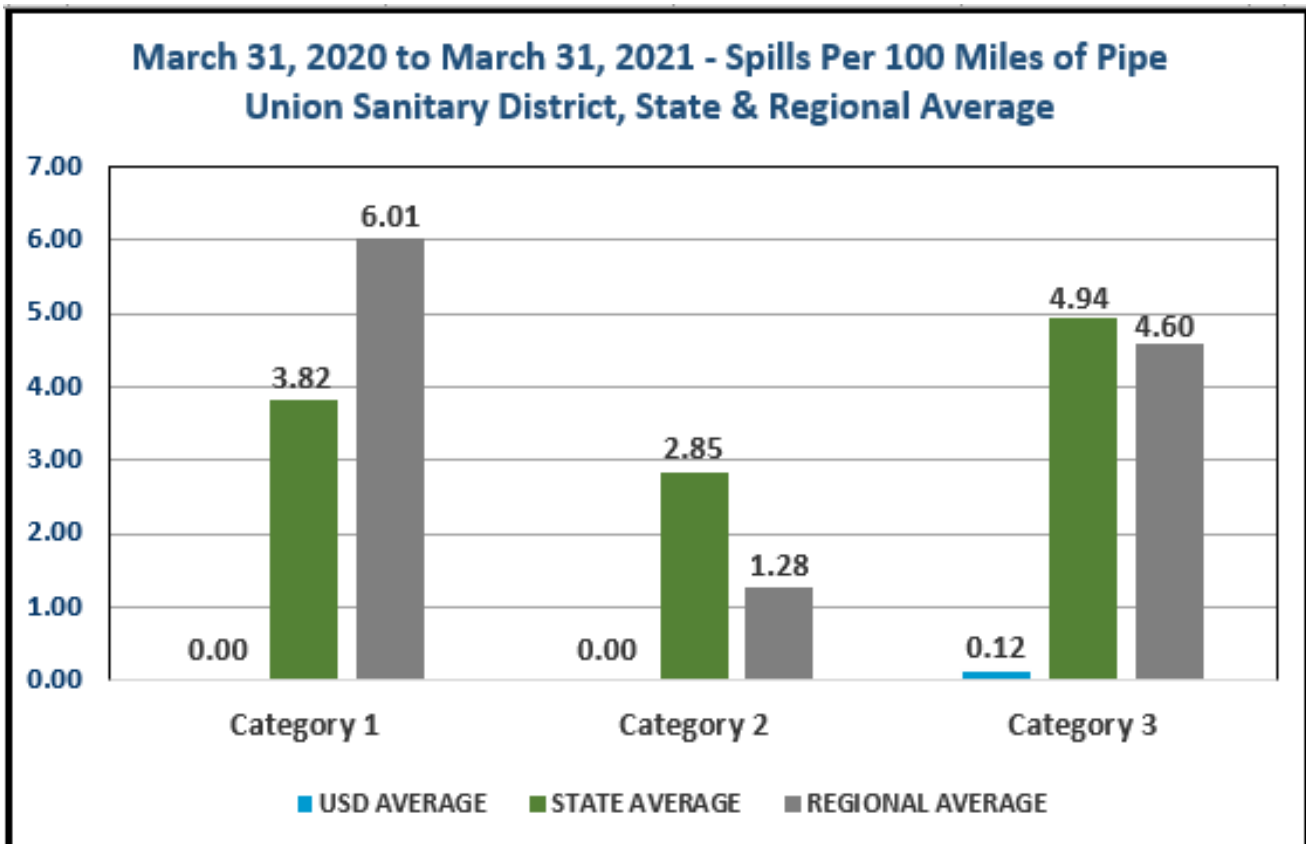
- 8 Months No Spills
- Forklift Recertifications
- Chemical Pesticide Training

**Reported Bay Area Spills
March 31, 2020 to March 31, 2021**

Spill type:  [Category 1](#)  [Category 2](#)  [Category 3](#)



March 31, 2020 to March 31, 2021 Spills Per 100 Miles of Pipe Union Sanitary District, State & Regional Average



Spill Rate Statistics - March 31, 2020 to March 31, 2021

Spills per 100 Miles of Pipe

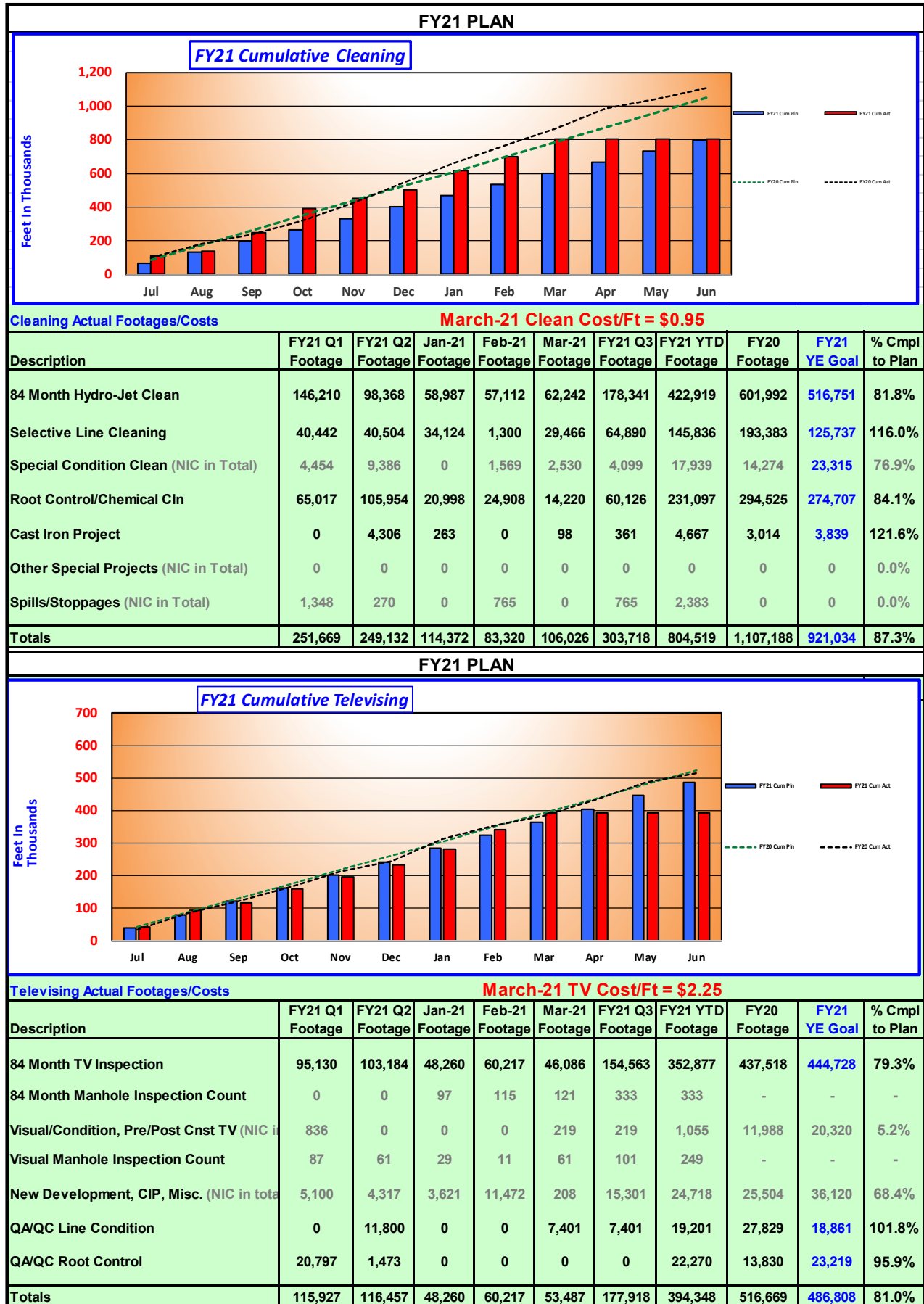
	Category 1	Category 2	Category 3
USD AVERAGE	0.00	0.00	0.12
STATE AVERAGE	3.82	2.85	4.94
REGIONAL AVERAGE	6.01	1.28	4.60

Category 1 - 1,000 gallons or more. Discharges to surface water, not fully captured

Category 2 - 1,000 gallons or more. Does not reach surface waters, not fully captured

Category 3 - 1,000 gallons or less, does not reach surface waters, full captured

Performance Measures

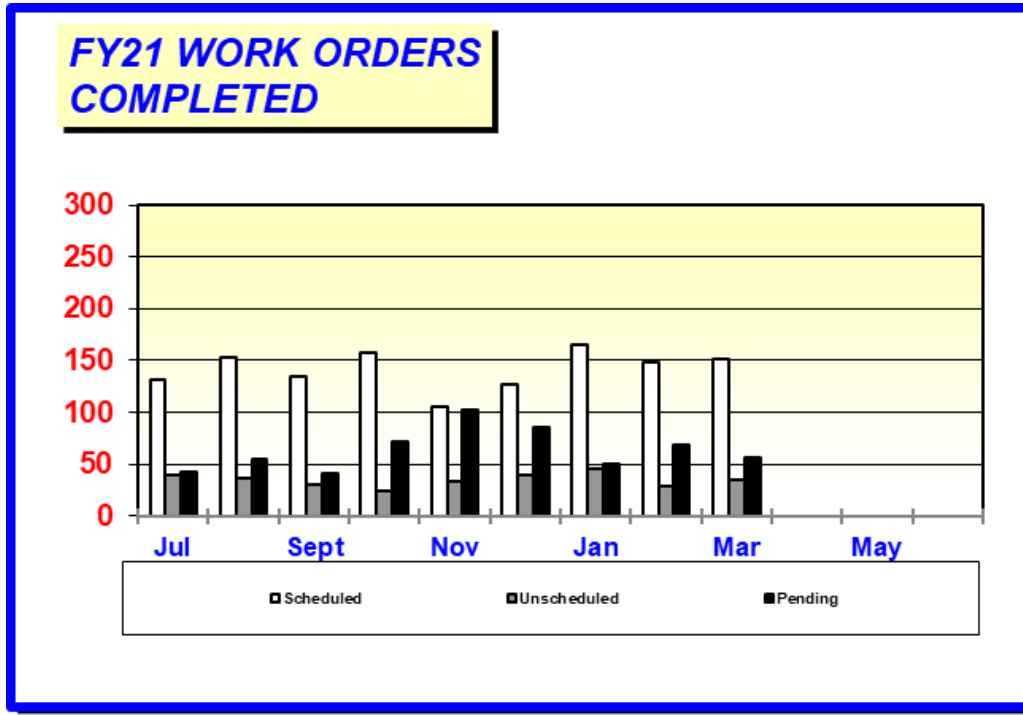

FY21 PLAN

FY21 Cumulative Televising

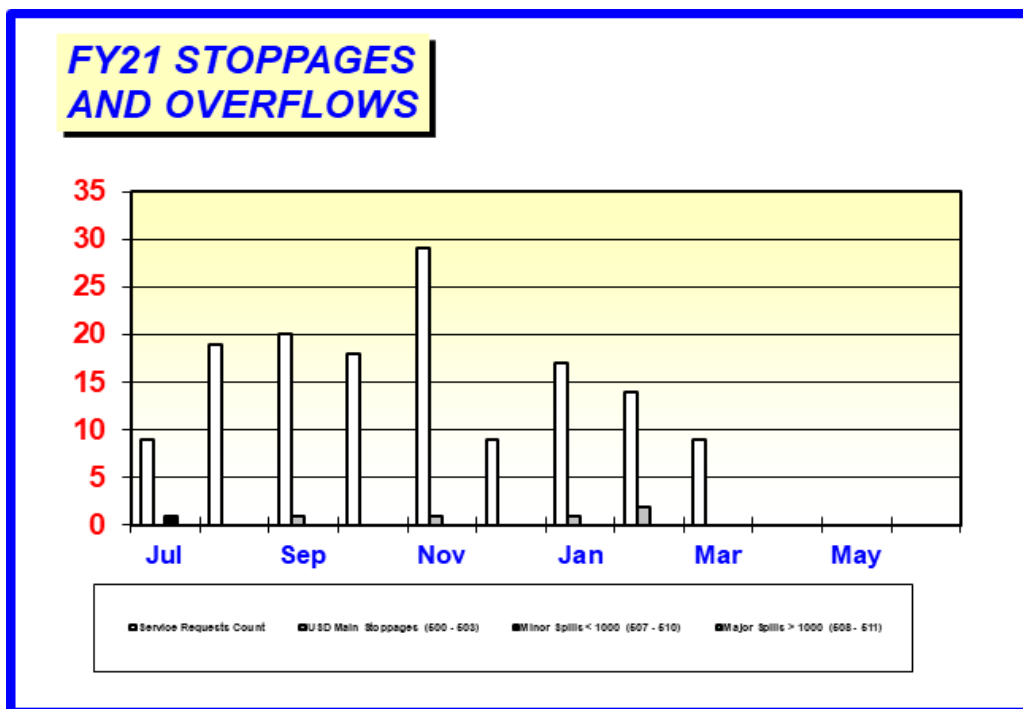
Other Collection Services Status Data:

Support Team Work Order Status:

C/S



Maintenance Status:



Fabrication, Maintenance and Construction Activities Report March 2021

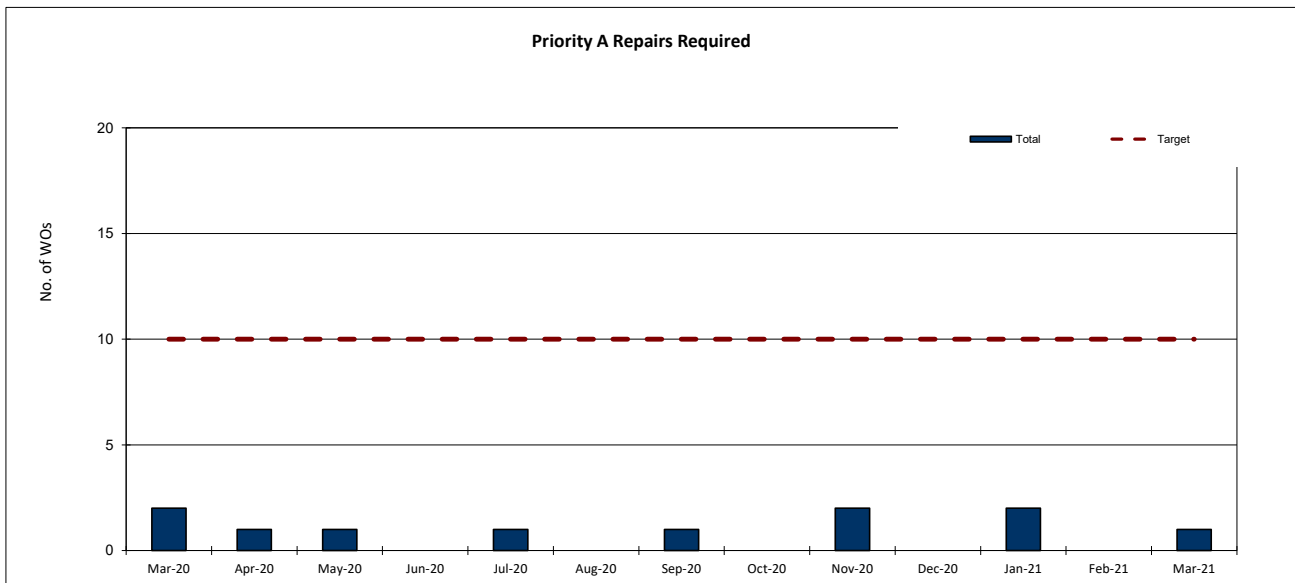
Progress/Accomplishments

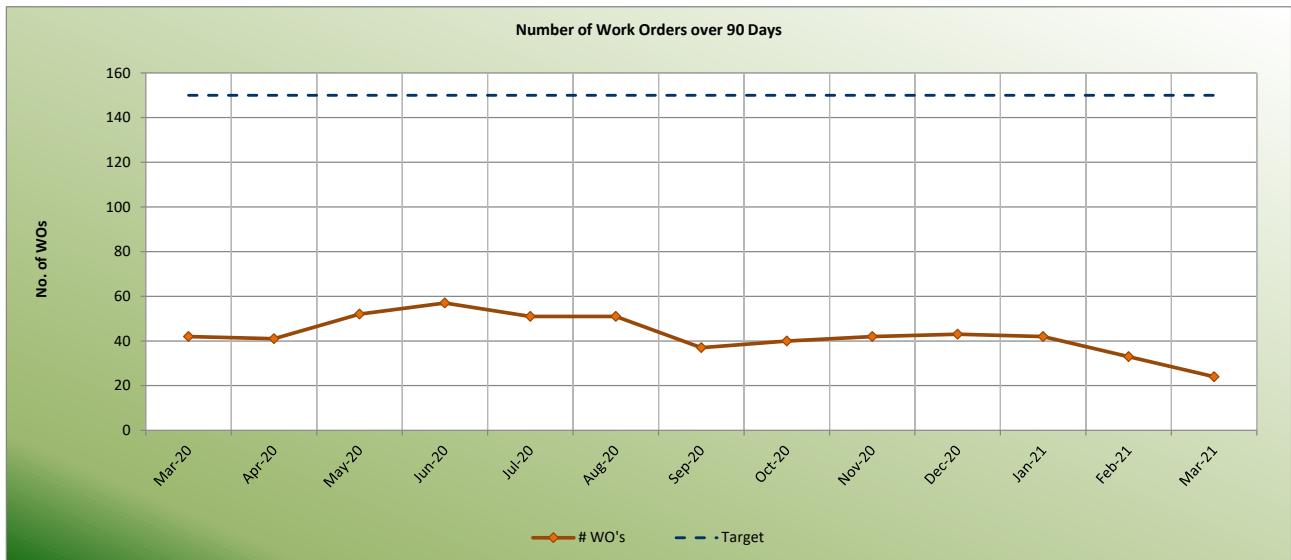
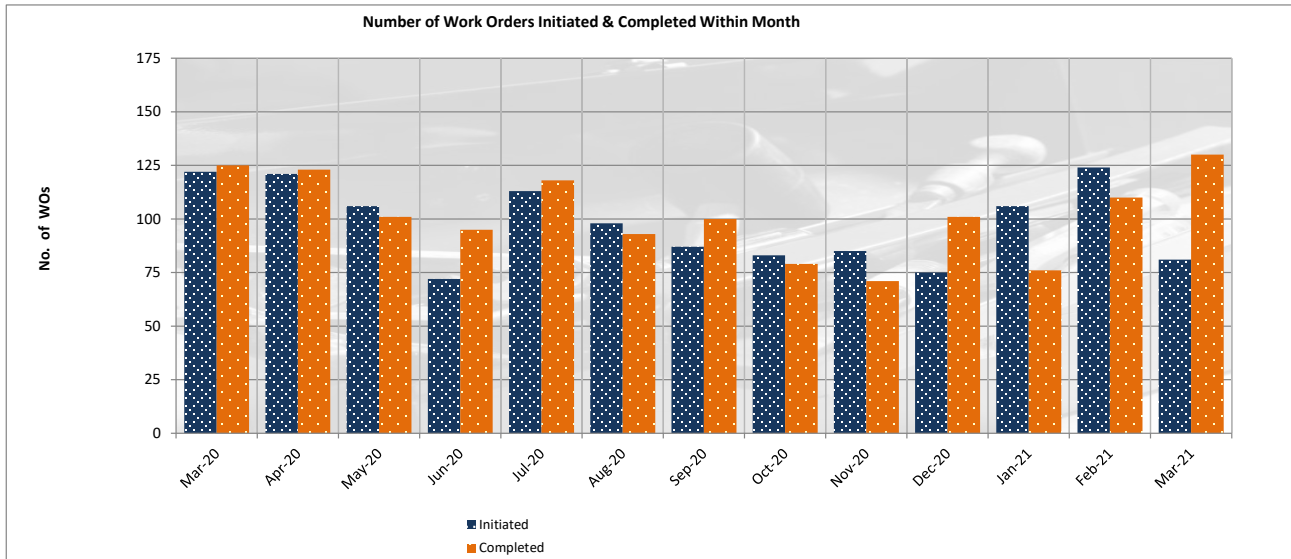
- Completed 98.23% of preventive maintenance activities for the month of March
- Completed 130 corrective maintenance work orders for the month of March
- Installation of new supply fan at Headworks
- Coating of OCB Hypo Tank 3
- Overhaul of Odor Scrubber 3
- Cathodic Protection annual maintenance and reporting

Future Planning

- Coating of CS mens and womens locker rooms
- Cogen 2 2K service
- Primary Clairifier 4 annual
- Installation of new 1W supply line at NPS
- Install new Rosemount digital temp in and out sensor for Digesters 4 & 5

Performance Measurements





Treatment & Disposal Activities Report March 2021

Progress/Accomplishments

- Maintained 100% compliance with National Pollutant Discharge Elimination System (NPDES)
- Completed 100% preventive maintenance activities for the month of March
- Collected information for Environmental and Public Health Engineering Inc. (EOA) for the East Bay Dischargers Authority (EBDA) NPDES application
- Began the process of filling Primary Digester 2 with sludge
- Attended the Nutrient Strategy Team meeting to discuss positioning for Watershed Permit No. 3
- Supported Enhanced Treatment and Site Upgrade (ETSU) program and Capital Improvements Project (CIP) program by attending design meetings, providing construction support, and coordinating work in the treatment plant
- Conducted an annual management review of the Laboratory program for compliance with new The National Environmental Laboratory Accreditation Conference (NELAC) Institute (TNI)
- Discussed the Bay Area Air Quality Management District (BAAQMD) permit response with the ETSU team

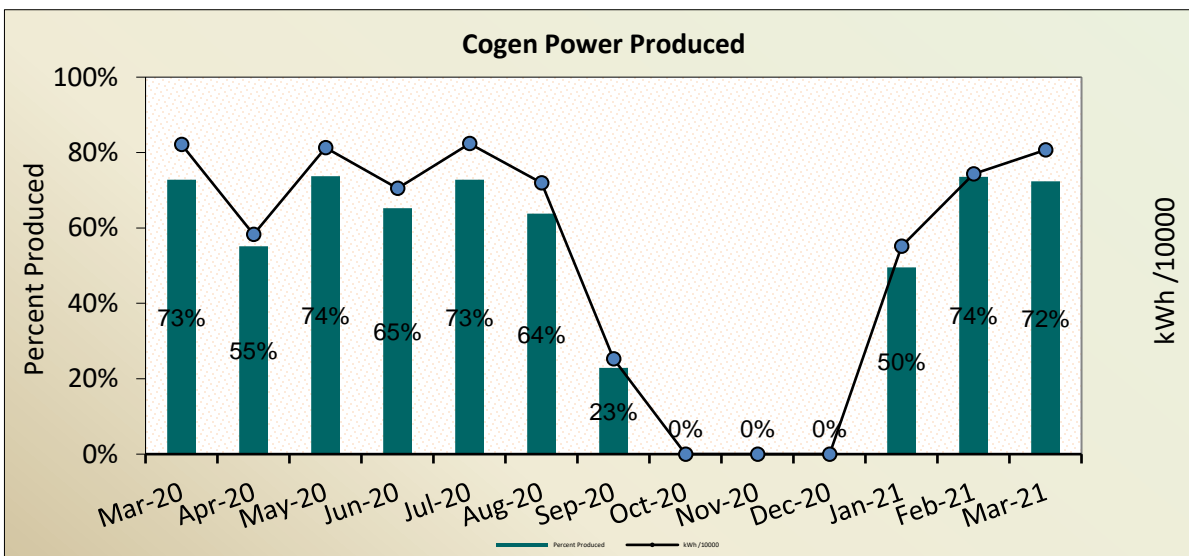
Future Planning

- Attend California Air Resources Board (CARB) meeting to discuss the new diesel Best Available Control Technology (BACT) requirements and why they changed retroactively without notification to the wastewater sector
- Commission Secondary Digester 2 and put it in full service
- Commission Primary Digester 2 and put it in full service

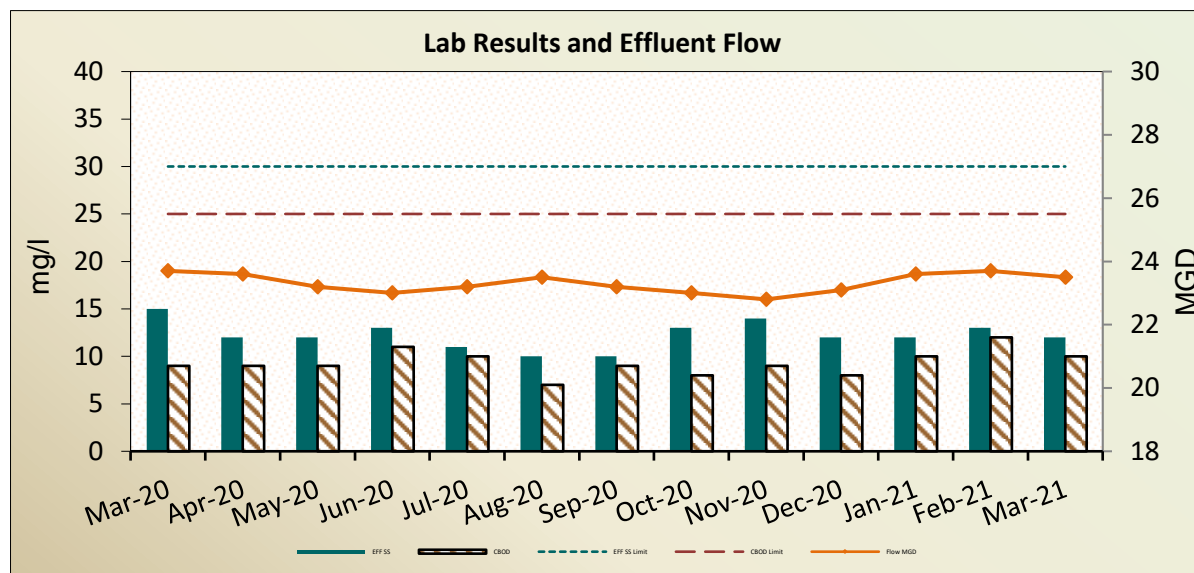
Other

- Cogeneration system produced 72% of power consumed for the month of March

Performance Measurements



Performance Measurements (continued)



USD's Final Effluent Monthly Monitoring Results				
Parameter	EBDA Limit	Jan-21	Feb-21	Mar-21
Copper, µg/l	78	5.1	5.7	5.9
Mercury, µg/l	0.066	0.0021	0.0020	0.0021
Cyanide, µg/l	42	< 1	< 1	< 1
Ammonia- N, mg/L (Range)	130	43.1 - 47	40.3 - 42.1	36.3 - 46.5
Fecal Coliform, MPN/100ml (Range)				
• 5-Day Geometric Mean	500	25 - 32	31 - 42	35 - 41
• 11-Sample 90th Percentile	1100	60 - 77	60	54 - 60
Enterococci				
• Monthly Geometric Mean	240	18.8	22.4	19.5
E = Estimated value, concentration outside calibration range. For SIP, E = DNQ, estimated concentration.				

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**APRIL 26, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 8**

TITLE: Review Proposed Edits to Policy No. 3070, Boardmember Officers and Committee Membership and Consider Approval of the Policy (*This is a Motion Item*)

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

Recommendation

It is recommended that the Board approve the updated version of Policy No. 3070 and direct staff to agendize the Board officer election for the May 24, 2021 Board meeting.

Background

The current version of Policy No. 3070 was approved by the Board in December of 2019, and designates the offices of President, Vice President, and Secretary. The policy states the Board shall annually elect by majority vote the President, Vice-President, and Secretary at: the first regular meeting following certification in election years; or one year after the prior election in non-election years.

As discussed at the April 12, Board meeting, the 2022 Primary Election has been moved from March to June 7, 2022, due to census data delays brought on by the COVID-19 pandemic. As a result of the election change, the Board requested staff modify Policy No. 3070 to provide more flexibility in the dates of Board officer elections.

Discussion

Staff has revised Policy No. 3070 to enable the Board to determine the terms of Board members as election dates fluctuate. In order to provide general guidance on the length of terms, the policy provides that the terms should be approximately one year but acknowledges terms may be longer or shorter than one year depending on the election cycle.

At the April 12, 2021, Board meeting, there was some discussion about bringing the actual item on Board officer elections to a meeting in June. However, due to the current schedule for election of East Bay Dischargers Authority (EBDA) officers at the June EBDA meeting and a desire to have the USD EBDA representative in place prior to that election, staff is recommending the election of Board officers be brought to the May 24 Board meeting. The Internal and External Committees Board items would then be agendaized for the June 14, 2021 Board meeting.

Previous Board Action

12/9/2019 – The Board approved a revised version of Policy No. 3070

4/12/2021 Board meeting – The Board directed staff to revise Policy No. 3070.

Attachments:

Revised Version of Board Policy 3070, Boardmember Officers and Committee Membership
Redline Indicating Changes to Policy 3070

Union Sanitary District Policy and Procedure Manual

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

Policy

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

Purpose

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

Procedure

Board Officers

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

- c. allowing the public to speak on agenda items
- d. facilitating dialog among the public, staff, and Boardmembers
- e. appointment of members of the Board of Directors to Internal Committee assignments
- f. signing resolutions, ordinances, and construction contracts on behalf of the District
- g. representing the Board of Directors on issues or at events as designated by the fullBoard

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

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

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

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

Internal Board Committee Memberships

1. Internal committees are: Budget and Finance; Engineering and Information Technology; Legal/Community Affairs; Legislative; Personnel; and Audit Committee. There is no fixed schedule for meetings set by this policy and appointments are made by the President, as set forth below. Notwithstanding the above, meetings are noticed and open to the public.
2. Annually, following the election of Board officers, and at the same meeting as the election of the officers, Directors shall be provided a list of the internal committees along with an internal committee interest form. The internal committee interest form shall be completed in order of preference and provided to the General Manager, or designee, no later than 11 calendar days in advance of the next Board meeting.

3. The President is delegated the authority to appoint Directors to the internal committees. The President shall make every effort to rotate committee assignments and ensure a similar number of committee assignments for each Board member. Notice of internal committee membership appointments will be contained in an information item to the Board at the next regularly scheduled meeting following the selection of the Board Officers. The determination of the Board President on committee assignments shall be considered final.
4. Ad Hoc committees are called as needed by a majority vote of the Board of Directors.

External Commissions / Committee Representatives (CCR)

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

Management Responsibility

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

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

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

Union Sanitary District
Policy and Procedure Manual

Effective: 124/926/2 0192021	Boardmember Officers and Committee Membership	Policy Number 3070 Page 1 of 3
--	--	---------------------------------------

Policy

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

Purpose

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

Procedure

Board Officers

1. The Officers are President, Vice President, and Secretary and the term of office shall be for approximately one year, allowing for flexibility depending on the date of the election for Boardmembers. ~~except that in~~ In election years, which occur every two years, if the month in which the election of Board members is changed, the term shall run until after certification of election results. In non-election years, the term shall end and begin on such date as determined by the Board to allow for approximate one-year terms, with the understanding that terms may be either longer or shorter than one year depending on the date of the next District election.

~~1.2.~~ The Board may, by motion, amend the titles of President and Vice President to Chair and Vice Chair, respectively, provided that the Chair, regardless of title, shall act as the "president" pursuant to California Health & Safety Code Section 6486. Throughout this Policy, the titles President and Vice President shall be used interchangeably with Chair and Vice Chair.

~~2.3.~~ The President shall preside over the meetings of the Board of Directors and be responsible for the following:

- a. maintaining order and following the published agenda
- b. ensuring Boardmembers are allowed to participate in discussions
- c. allowing the public to speak on agenda items
- d. facilitating dialog among the public, staff, and Boardmembers
- e. appointment of members of the Board of Directors to Internal Committee assignments

~~53 of 139~~ f. signing resolutions, ordinances, and construction contracts on behalf of the District

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

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

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

~~3.4. At the first regular meeting following the certification of Board election results in election years, or approximately one year after the election of Board Officers in non-election years, the Board shall appoint its Board Officers.~~ During election years, the newly elected Boardmembers shall be sworn in as the first item of business on the agenda followed immediately by the selection of the Board Officers. During non-election years, the selection of the Board Officers shall be considered after the last motion item on the agenda. The Board shall elect the President, Vice-President and Secretary for terms as set forth in Section 1 above. The election or removal of the President, Vice-President, or Secretary shall require a majority vote of the Board. The Board may choose to follow a rotation of officers.

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

Internal Board Committee Memberships

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

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

External Commissions / Committee Representatives (CCR)

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

Management Responsibility

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

Supersedes Policy Dated: July 2004, September 2005, January 2008, September 2010, October 2013, December 2016, [December 2019](#)

Approved by: Board of Directors, ~~December~~ [April 2019](#) [2021](#)
Reviewers: General Manager, Board of Directors, District's attorney
Notify Person: General Manager
Review frequency: Every 3 years
Next Review: [April](#)
[2024](#) ~~October 2022~~

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**APRIL 26, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM #9**

TITLE: **Consideration of Board Resolution to Authorize Staff, Legal Counsel and Municipal Advisor to Prepare Documents for the Issuance of Revenue Bonds**
(This is a Motion Item)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, CFO, Business Services Workgroup Manager

Recommendation

Staff recommends the Board adopt a resolution to authorize staff, legal counsel and municipal advisors to prepare documents for the issuance of Revenue Bonds with Stradling Yocca Carlson & Rauth as Bond Counsel, Quint & Thimmig as Disclosure Counsel, Fieldman Rolapp & Associates as Municipal Advisor, and RBC as Underwriter for the transaction.

Discussion

As communicated to the Board previously, staff has been working on funding options for upcoming capital projects with assistance from our financial advisors, Fieldman Rolapp. After careful consideration of the funding options available, the recommendation is to take advantage of the historically low bond rates with a bond issuance ranging from \$80 million to a not to exceed amount of \$110 million.

At a minimum, there is a funding need for ETSU Phase 1A of \$80 million. This amount, (in conjunction with WIFIA financing), is consistent with the latest fiscal model reviewed by the Board. The remaining \$30 million would be used to finance additional projects to be proposed in the upcoming CIP budget that were not previously identified for bond funding. Staff is evaluating projects that could be good bond funding candidates, hence the range of numbers above.

Taking advantage of the low rates will free up funds to be utilized on other District projects. As mentioned, the specific projects are still being reviewed for feasibility and timing. Once a determination has been made of which projects could be good candidates, an update will be provided to the Board for consideration

Staff is recommending that legal counsel and municipal advisors prepare documents for the issuance of the Bonds to finance an estimated amount of capital projects ranging from \$80 million to a not to exceed amount of \$110 million. The documents that will be brought back to the Board for approval at a subsequent board meeting include but not are limited to the following:

- Installment Purchase Agreement
- Indenture of Trust
- Bond Purchase Agreement
- Preliminary Official Statement
- Continuing Disclosure Agreement

The District resolution being presented for approval authorizes staff, legal counsel and municipal advisor to prepare documents for the issuance of the Revenue Bonds and approves the selection of the financing team who will begin drafting the necessary legal and disclosure documents and begin discussions with credit rating agency(s). Substantially final versions of the financing documents will be brought back to the Board for consideration and approval at a future Board meeting.

Similar to the bond structure in 2020, the District plans to issue the new debt as joint powers agency revenue bonds rather than using the previously created Union Sanitary District Financing Authority.

Background

Staff have been working on securing financing for the ETSU project. WIFIA financing through the EPA, which will cover 49% of the ETSU project, has been applied for and is expected to be available in late 2021. \$80 million of the issuance will be utilized for Phase 1 A of the project. Staff will continue to work on alternate funding sources for Phase 1B and Phase 1C of the ETSU project over the next 6 to 18 months. Staff will be working on an SRF submittal for the remaining project funds for Phase 1B and 1C in the fall of 2021 with a backup plan of additional bond financing if needed. The following schedule shows the projected sources of funding for the ETSU project:

	Phase 1A	Phase 1B	Phase 1C
WIFIA 49%	X	X	X
2021 Bond Issuance	X		
Future SRF & Bond Financing		X	X

The ETSU Program is the culmination of the District's planning efforts and is based on the outcomes and findings of the Plant Solids System/Capacity Assessment – Phases 1 and 2, Administration/Control/FMC Buildings Evaluation, the Effluent Management Study and the

Secondary Treatment Process Improvements evaluation. The Program includes projects recommended for implementation that will be phased to address both immediate drivers (poor sludge settleability, treatment capacity, effluent disposal and aging infrastructure), while preparing for future requirements such as nutrient regulations for discharge in the Bay that are currently being considered by the Regional Water Quality Control Board.

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

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

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

Previous Board Action

October 26, 2009, the Board adopted Resolution No. 2615 to grant individual discretionary authority to certain staff to reject or approve project design, plans and specifications prior to bidding and construction, and to approve changes to plans and/or specifications to be made during construction.

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

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

January 13, 2020, the Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Hazen and Sawyer in the amount of \$6,752,860 for the Enhanced Treatment and Site Upgrade Phase 1A Project to provide the 30% design services for all projects in Phase 1 of the ETSU Program (excluding the Campus Building project) and final design services associated with the Aeration Basin Modifications Project.

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

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

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

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

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

Attachments: Resolution

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE UNION SANITARY DISTRICT TO ISSUE REVENUE BONDS WITH STRADLING YOCCHA CARLSON & RAUTH AS BOND COUNSEL, QUINT & THIMMIG AS DISCLOSURE COUNSEL, FIELDMAN ROLAPP & ASSOCIATES AS MUNICIPAL ADVISOR, AND RBC AS UNDERWRITER FOR THE TRANSACTION

WHEREAS, Union Sanitary District (“District”) has been updating its wastewater capital needs indicating the need to fund a capital program ranging from \$80 million to \$110 million in new bonds for the ETSU Phase 1A and other capital projects; and

WHEREAS, authorize Stradling Yocca Carlson & Rauth, a Professional Corporation (“Stradling”) as Bond Counsel, Quint & Thimmig as Disclosure Counsel, Fieldman Rolapp & Associates as Municipal Advisor and proceed with RBC as Underwriter for the transaction; and

WHEREAS, the Board of Directors of the District shall authorize not to exceed amounts for the transaction by Resolution at a regular meeting to be held at a later date.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Union Sanitary District does hereby authorize the General Manager to finance the District’s capital program with revenue bonds in a combined amount ranging from \$80 million to \$110 million and to execute engagement letters with Stradling as Bond Counsel, Quint & Thimmig as Disclosure Counsel, Fieldman Rolapp & Associates as Municipal Advisor and RBC as Underwriter for the transaction.

PASSED AND ADOPTED on April 26, 2021, by the Board of Directors of the Union Sanitary District by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TOM HANDLEY
President, Board of Directors
Union Sanitary District

ATTEST:

ANJALI LATHI
Secretary, Board of Directors
Union Sanitary District

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**APRIL 26, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: Consider Adoption of a Resolution Rescinding and Replacing Resolution 2615, Granting Individual Discretionary Authority to Certain Staff to Reject or Approve Project Design Plans and Specifications Prior to Bidding and Construction, and to Approve Changes to Plans and/or Specifications to be Made During Construction to Add the Enhanced Treatment and Site Upgrade Program (ETSU) Manager and Assistant Manager to the List of Authorized Staff Members (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Curtis Bosick, Enhanced Treatment and Site Upgrade Assistant PM
ETSU Steering Committee (Armando Lopez, Sami Ghossain, Robert Simonich)

Recommendation

Staff recommends the Board adopt a resolution rescinding and replacing Resolution 2615 granting individual discretionary authority to a certain staff to reject or approve project design, plans and specifications prior to bidding and construction, and to approve changes to plans and/or specifications to be made during construction to add the ETSU Program Manager and Assistant Manager.

Discussion

The District has conformed its design and approval procedures with the requirements of California Government Code Section 830.6 by adopting Resolution 2615, which granted individual discretionary authority to a number of staff members to approve plans and take other actions to preserve design immunity under Section 830.6. Specifically, the resolution granted authority to the General Manager/District Engineer, Technical Support and Customer Service Work Group Manager, Capital Improvement Team's Coach, and Capital Improvement

Team's Principal Engineer to reject or approve capital improvement program designs, project plans and/or specifications based on a review of the design, project plans and specifications, and to evidence their approval by signing the approved plans and specifications prior to bidding and construction, and to approve or reject all changes to the approved plans and specifications prior to performing the changed work during a project's construction phase.

Since the adoption of Resolution 2615, the Board has approved the Enhanced Treatment and Site Upgrade Program (ETSU). In order to help manage this Program, the District created two limited duration positions to manage all aspects of the upcoming projects, the Enhanced Treatment and Site Upgrade Program Manager and Enhanced Treatment and Site Upgrade Assistant Program Manager.

Given the addition of these two new staff members, staff recommends that the Board adopt an updated resolution to add the Enhanced Treatment and Site Upgrade (ETSU) Program Manager and Assistant Program Manager to the list of staff members granted discretionary authority to approve plans and specifications and to take other actions as noted in Resolution 2615. Additionally, this resolution will update the list of authorized staff members to reflect current positions and titles. Staff plans to propose to update the resolution to remove the additional staff signature authority upon the completion of the ETSU Program.

Background

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

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

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

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

Previous Board Action

October 26, 2009, the Board adopted Resolution No. 2615 to grant individual discretionary authority to certain staff to reject or approve project design, plans and specifications prior to bidding and construction, and to approve changes to plans and/or specifications to be made during construction.

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

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

January 13, 2020, the Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Hazen and Sawyer in the amount of \$6,752,860 for the Enhanced Treatment and Site Upgrade Phase 1A Project to provide the 30% design services for all projects in Phase 1 of the ETSU Program (excluding the Campus Building project) and final design services associated with the Aeration Basin Modifications Project.

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

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

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

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

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

PRE/RP/CB

Attachments: Resolution
Redline indicating changes made to Resolution 2615

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS RESCINDING AND REPLACING RESOLUTION 2615 GRANTING INDIVIDUAL DISCRETIONARY AUTHORITY TO CERTAIN STAFF TO REJECT OR APPROVE PROJECT DESIGN PLANS AND SPECIFICATIONS PRIOR TO BIDDING AND CONSTRUCTION, AND TO APPROVE CHANGES TO PLANS AND/OR SPECIFICATIONS TO BE MADE DURING CONSTRUCTION TO ADD THE ENHANCED TREATMENT AND SITE UPGRADE (ETSU) PROGRAM MANAGER AND ASSISTANT MANAGER TO THE LIST OF AUTHORIZED STAFF MEMBERS

WHEREAS, the Union Sanitary District ("District") manages the capital improvement program to ensure reliable service to its ratepayers; to provide capacity in the collection, transport, treatment, and disposal facilities; and to renew and replace the aging infrastructure of the facilities; and

WHEREAS, the District plans and budgets the capital improvement program on an annual basis based on the priorities identified by its staff and prioritizes projects based on the capital improvement program approved by the District's Board of Directors ("Board"); and

WHEREAS, the District hires outside consultants or utilizes its own staff to conduct studies and/or preliminary designs, when necessary, to develop the scope of projects prior to the final design phase of the projects; and

WHEREAS, during the final design phase, the District's outside consultants or its own staff prepares the design documents, such as plans and specifications, for construction of projects awarded through the public bidding process or other processes outlined in the District's purchasing policy; and

WHEREAS, California Government Code Section 830.6 provides that neither a public entity nor a public employee is liable for an injury caused by the plan or design for the construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement by the legislative body of the public entity or by some other body or employee exercising discretionary authority to give such approval or where such plan or design is prepared in conformity with standards previously so approved, provided that there is substantial evidence that (a) a reasonable public employee could have adopted the plan or design or the standards therefor or (b) a reasonable legislative body or other body or employee could have approved the plan or design or the standards therefor; and

WHEREAS, the District has conformed its design and approval procedures with the requirements of California Government Code Section 830.6 by adopting Resolution 2615, which granted individual discretionary authority to the General Manager/District Engineer, Technical Support and Customer Service Work Group Manager, Capital Improvement Team's Coach, and Capital Improvement Team's Principal Engineer to reject or approve capital improvement

program designs, project plans and/or specifications based on a review of the design, project plans and specifications, to sign approved plans and specifications prior to bidding and construction, and to approve or reject all changes to the approved plans and specifications prior to performing the changed work during a project's construction phase.

WHEREAS, the District has implemented Resolution 2615 by creating a checklist to document the project's design reviewer(s), the reviewer's qualifications to review each project's design, plans, specifications and/or changes, reviewer's comments, time spent in review, review date(s), and confirmation that the design, plans, specifications and/or change is approved.

WHEREAS, the District Board of Directors desires to rescind and replace Resolution 2615 to add the Enhanced Treatment and Site Upgrade (ETSU) Program Manager and Assistant Program Manager to the list of authorized staff members and to update this list to reflect current positions and titles.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Union Sanitary District that:

1. The Board of Directors of the UNION SANITARY DISTRICT hereby grants individual discretionary authority to the General Manager/District Engineer, Technical Services Manager (formerly Technical Support and Customer Service Work Group Manager), Capital Improvement Team's Coach, Enhanced Treatment and Site Upgrade (ETSU) Program Manager, and Enhanced Treatment and Site Upgrade (ETSU) Assistant Program Manager (a) to reject or approve a capital improvement program's design, project plans and/or specifications based on a review of the design, project plans and/or specifications, (b) to sign the approved plans and specifications prior to bidding and construction, and (c) to approve or reject all changes to the approved plans and/or specifications prior to performing the changed work during a project's construction phase.
2. This Resolution shall amend, replace and supersede Resolution 2615. Resolution 2615 is hereby rescinded.

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Union Sanitary District, in Alameda County, California, held on the 26th day of April 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

TOM HANDLEY
President, Board of Directors
Union Sanitary District

ANJALI LATHI
Secretary, Board of Directors
Union Sanitary District

RESOLUTION NO. _____

GRANTA RESOLUTION OF THE BOARD OF DIRECTORS RESCINDING AND REPLACING RESOLUTION 2615 GRANTING INDIVIDUAL DISCRETIONARY AUTHORITY TO CERTAIN STAFF TO REJECT OR APPROVE PROJECT DESIGN, PLANS AND SPECIFICATIONS, PRIOR TO BIDDING AND CONSTRUCTION, AND TO APPROVE CHANGES TO PLANS AND/OR SPECIFICATIONS TO BE MADE DURING CONSTRUCTION: ~~REFERENCE GOVERNMENT CODE §830.6~~ IMMUNITY PROVISIONS TO ADD THE ENHANCED TREATMENT AND SITE UPGRADE (ETSU) PROGRAM MANAGER AND ASSISTANT MANAGER TO THE LIST OF AUTHORIZED STAFF MEMBERS

_____ WHEREAS, the Union Sanitary District ~~{{("District")}}~~ manages the capital improvement program to ensure reliable service to its ratepayers; to provide capacity in the collection, transport, treatment, and disposal facilities; and to renew and replace the aging infrastructure of the facilities; and

_____ WHEREAS, the District plans and budgets the capital improvement program on an annual basis based on the priorities identified by its staff and prioritizes projects based on the capital improvement program approved by the District's Board of Directors ("Board"); and

_____ WHEREAS, the District hires outside consultants or utilizes its own staff to conduct studies and/or preliminary designs, when necessary, to develop the scope of projects prior to the final design phase of the projects; and

_____ WHEREAS, during the final ~~-design phase,-~~ the District's outside consultants or its own staff prepares the design documents, such as plans and specifications, for construction of projects awarded through the public bidding process or other processes outlined in the District's purchasing policy; and

_____ WHEREAS, ~~the~~ California Government Code §Section 830.6 provides that neither a public entity nor a public employee is liable for an injury caused by the plan or design for the construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement by the legislative body of the public entity or by some other body or employee exercising discretionary authority to give such approval or where such plan or design is prepared in conformity with standards previously so approved, provided that there is substantial evidence that (a) a reasonable public employee could have adopted the plan or design or the standards therefor or (b) a reasonable legislative body or other body or employee could have approved the plan or design or the standards therefor; and

_____ WHEREAS, the District ~~can conform~~has conformed its design and approval procedures with the requirements of California Government Code §Section 830.6 by ~~implementing the following changes to the capital improvement program's procedures:~~

adopting Resolution 2615, which granted

~~The District's Board, by resolution, grants~~ individual discretionary authority to the General Manager/District Engineer, Technical Support and Customer Service Work Group Manager, Capital Improvement Team's Coach, and Capital Improvement Team's Principal Engineer ~~(individually and collectively "Authorized Staff")~~ to reject or approve capital improvement program designs, project plans and/or specifications based on a review of the design, project plans and specifications, ~~and to evidence their approval by signing the~~ sign approved plans and specifications prior to bidding and construction, ~~and to approve or reject all changes to the approved plans and specifications prior to performing the changed work during a project's construction phase.~~

- ~~1. The District's Authorized Staffs discretionary authority, as granted by the Board, includes the rejection or approval of all changes to the approved plans and/or specifications prior to performing the changed work during the project's construction phase. Each Field Order and Change Order form shall include an "Authorized Staff Approval" signature block that will be executed by the Authorized Staff evidencing his or her approval of the change.~~

~~The District staff creates a checklist that will~~ WHEREAS, the District has implemented Resolution 2615 by creating a checklist to document the project's design reviewer(s), the reviewer's qualifications to review each project's design, plans, specifications and/or changes, reviewer's comments, time spent in review, review date(s), and confirmation that the design, plans, specifications and/or change is approved. ~~Staff will complete this checklist for every project in the capital improvement program; now, therefore, be it~~

WHEREAS, the District Board of Directors desires to rescind and replace Resolution 2615 to add the Enhanced Treatment and Site Upgrade (ETSU) Program Manager and Assistant Program Manager to the list of authorized staff members and to update this list to reflect current positions and titles.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Union Sanitary District that:

1. The ~~RESOLVED: That the~~ Board of Directors of the UNION SANITARY DISTRICT hereby grants individual discretionary authority to the General Manager/District Engineer, Technical Services Manager (formerly Technical Support and Customer Service Work Group Manager), Capital Improvement Team's Coach, ~~and Capital Improvement Team's Principal Engineer,~~ Enhanced Treatment and Site Upgrade (ETSU) Program Manager, and Enhanced Treatment and Site Upgrade (ETSU) Assistant Program Manager (a) to reject or approve a capital improvement program's design, project plans and/or specifications based on a review of the design, project plans and/or

specifications, (b) to sign the approved plans and specifications prior to bidding and construction, and (c) to approve or reject all changes to the approved plans and/or specifications prior to performing the changed work during a project's construction phase;~~and.~~

~~FURTHER RESOLVED: That~~2. This Resolution shall amend, replace and supersede Resolution 2615. Resolution 2615 is hereby rescinded.

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the ~~UNION SANITARY DISTRICT approves the changes to the capital improvement program's procedures as outlined~~Union Sanitary District, in this resolution.

~~On motion duly made and seconded, this resolution was adopted by the following vote~~
Alameda County, California, held on October 26, 2009 the 26th day of April 2021.

AYES:

NOES:

~~ABSENT:~~

ABSTAIN:

ABSENT:

TOM HANDLEY

President, Board of Directors

Attest: _____
Union Sanitary District

ANJALI LATHI

~~President, Board of Directors Union Sanitary District~~

~~Attest:~~

TOM HANDLEY

Secretary, Board of Directors ~~Union Sanitary District~~

Union Sanitary District



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**APRIL 26, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: **Award the Construction Contract of the Cathodic Protection System Improvements Project to Corrpro Companies, Inc. (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Work Group Manager
Raymond Chau, CIP Team Coach
Thomas Lam, Associate Engineer

Recommendation

Staff recommends the Board award the construction contract for the Cathodic Protection System Improvements Project (Project) to Corrpro Companies, Inc. (Corrpro) in the amount of \$483,800. Funds for the Project have been budgeted in the Renewal and Replacement Fund.

Discussion

The Project was advertised for bids on March 2, 2021. Three bids were received and opened on March 30, 2021 with the results shown as follows:

Contractor	Total Contract Price
Corrpro Companies, Inc. Hayward, CA	\$483,800
EXARO Technologies Corporation Burlingame, CA	\$518,001
American Construction & Supply, Inc. Corte Madera, CA	\$568,129

The Engineer's Estimate for the Project's Total Contract Price is \$520,000. The bids ranged from 7% below to 9.3% above the Engineer's Estimate. The attached Table 1 includes the bid tabulation sheet and shows detailed results for the three bidders.

Staff reviewed the apparent low bid submitted by Corrpro and found two minor irregularities. The first minor irregularity is with the Designation of Subcontractors. Corrpro listed JDH Corrosion (JDH) as a subcontractor. However, JDH is an engineering consultant firm and does not have a California contractor license. Corrpro confirmed that JDH will be performing testing and commissioning of the new cathodic protection system, not construction work. District's legal counsel determined that this bid irregularity can be waived by the District since JDH is not considered a subcontractor for the Project. The second minor irregularity was found in the Iran Contracting Act Certification. Corrpro failed to check the box stating that the contract price is under \$1,000,000, which would have confirmed that the Iran Contracting Act certification requirements do not apply. District's legal counsel determined that, since Corrpro's bid is less than \$1,000,000, failure to check the box that the project is under \$1,000,000 can be waived as a minor bid irregularity.

No bid protests were received by the District. Corrpro has confirmed that they will construct the project as bid. Corrpro is a General Engineering Class A licensed contractor who has successfully completed multiple cathodic protection projects, including drilling for deep anode wells, either as a general contractor or subcontractor for the Dublin-San Ramon Services District, PG&E, and Kinder Morgan. Staff contacted these references and received positive comments on Corrpro's performance on those projects. In 2009, Corrpro successfully completed for the District the Cathodic Protection System Upgrade – 2008 Project that included drilling for deep anode wells.

The contractor has 210 calendar days to complete the Project from Notice to Proceed, which places the estimated substantial completion in December 2021. Staff plans to hire a consultant to provide construction management and inspection services for the Project.

Background

The District operates cathodic protection systems to protect its underground steel and iron pipelines and appurtenances from corrosion. These systems are located at the Alvarado Wastewater Treatment Plant (Plant), Newark Pump Station (PS), Irvington PS, and sites where the twin force main pipelines and steel casings cross under major roadways and railroads. The cathodic protection systems are a combination of sacrificial anodes installed in shallow excavations and anodes installed in a deep well and energized using a rectifier. The type of system is dependent on the quantity and proximity of steel and iron pipelines within an area. The cathodic protection systems are designed to sacrificially degrade the anodes and impede corrosion of the pipelines.

Staff annually tests and measures the cathodic protection systems to monitor the effectiveness of the anodes and rectifiers. In 2018, the District hired JDH to review the data and evaluate the condition of the cathodic protection systems. JDH presented its findings and recommendations in the 2018 Annual Survey and Cathodic Protection Condition Assessment Report (Report). The Report provided a plan to repair, replace, or upgrade the existing cathodic protection systems during the next 10 years.

Newark Pump Station

The cathodic protection system improvements at the Newark PS was one of the recommendations in the Report. The Newark PS system, which consists entirely of sacrificial anodes in shallow excavations, was installed in 2004 as part of the Pump Station Force Main Corrosion Repairs Project. JDH found that most of the sacrificial anodes are nearly depleted. New anodes were recommended to be installed for corrosion protection of the underground steel pipelines which range in diameters between 24-inches and 48-inches. The cathodic protection pipeline test station terminal boards were also recommended to be replaced.

The Newark Pump Station Cathodic Protection System Upgrade Project was advertised for bids on February 12, 2019. Two bids were received and opened on March 12, 2019 from Corpro and Farwest Corrosion Control Company (Farwest). Corpro was the apparent low bidder. Staff reviewed the bid and found it to be non-responsive. On April 22, 2019, the Board rejected all bids received for this project and authorized staff to re-bid it.

The Newark Pump Station Cathodic Protection System Upgrade Project was re-advertised for bids on May 14, 2019. One bid was received and opened on June 11, 2019 from Farwest. Farwest was the sole bidder with a total bid amount 110% above the Engineer's Estimate. Since Farwest's bid was the only bid received and exceeded the Engineer's Estimate by a large percentage, staff believed it would be best to reject Farwest's bid. On June 24, 2019, the Board rejected the sole bid received for this project.

The improvements for the Newark Pump Station Cathodic Protection System Upgrade Project were subsequently included in the current Cathodic Protection System Improvements Project. Staff had anticipated more favorable bids for a larger project that combined cathodic protection system improvements at the Plant and Newark PS. Please refer to Figure 1 for the location of the improvements at the Newark PS.

Plant

One of the Report's recommendations was to replace seven oil-cooled rectifiers with air-cooled rectifiers. The oil-cooled rectifiers are in poor condition, and they tend to overheat and are hard to maintain due to the difficulty in replacing the oil. The seven oil-cooled rectifiers are located near the following structures in the Plant:

- Headworks Building

- Primary Clarifiers 1-4 Building
- West Blower Building
- Control Box No. 3
- Alvarado Effluent Pump Station
- Thickener No. 3
- Thickener No. 4

The Report also recommended replacing the deep anode well located at the Heating and Mixing Building No. 3 because the anodes are nearly depleted. A new deep anode well will be installed, and the existing deep anode well will be “destroyed” pursuant to the California Well Standards issued by the California Department of Water Resources. Additionally, the Report also recommended an inactive deep anode well located at the West Blower Building be “destroyed” as it was replaced with a new deep anode well several years ago. Please refer to Figure 2 for the location of the improvements at the Plant.

Project Scope

JDH provided design services for the Newark Pump Station Cathodic Protection System Project when it was previously bid. V&A Consulting Engineers completed the design of improvements to the Plant’s cathodic protection system. The Project’s scope includes:

- Plant
 - Replacement of seven existing oil-cooled rectifiers with air-cooled rectifiers located throughout the Plant.
 - Installation of one new 250-foot deep anode well located east of the Heating and Mixing Building No. 3.
 - Destruction of two existing deep anode wells located near the Heating and Mixing Building No. 3 and the West Blower Building pursuant to the California Well Standards issued by the California Department of Water Resources.
- Newark PS
 - Installation of new buried (shallow depth) sacrificial anodes at 10 locations to protect the underground steel pipelines which range in diameters from 24 to 48 inches.
 - Replacement of 10 existing cathodic protection test station terminal boards.

Reject Bid

The Cathodic Protection System Improvements Project was advertised for bids on August 18, 2020. Two bids were received and opened on September 23, 2020 from EXARO Technologies Corporation (EXARO) and American Construction & Supply, Inc. (AMS). EXARO was the apparent low bidder. AMS, the second low bidder, submitted a bid protest on September 30, 2020 alleging that EXARO did not meet the bid document’s Company Experience requirement of deep anode well installation to a depth of 150 feet or more. EXARO had listed a drilling subcontractor in their bid, although the bid documents followed the customary practice and did not specify whether subcontractors would count toward the experience requirements. While

the bid protest raised concerns about the experience of EXARO, it was difficult to find EXARO non-responsible, which would be required to uphold the bid protect. Therefore, in light of the bid protest and EXARO's response and the fact that both bids were over the engineer's estimate, the Board on November 9, 2020 rejected all bids received for this project and authorized staff to re-bid it.

For the current project, staff and District's legal counsel modified the experience and qualifications requirements to allow bidders to list subcontractors to meet the drilling requirements for deep anode wells of cathodic protection systems. The bid documents required the bidder or bidder's proposed drilling subcontractor to have completed at least three wells of minimum depth of 130 feet within the last 5 years that led to successful installation, testing, and commissioning of a deep anode well cathodic protection system. Corpro met this requirement.

Previous Board Action

April 22, 2019, the Board rejected all bids received for the Newark Pump Station Cathodic Protection System Upgrade Project and authorized staff to re-bid the project.

June 24, 2019, the Board rejected the sole bid received for the Newark Pump Station Cathodic Protection System Upgrade Project.

November 9, 2020, the Board rejected all bids received for the Cathodic Protection System Improvements Project and authorized staff to re-bid the project.

PRE/SEG/RC/TL;mb

Attachments: Figure 1 – Project Location, Newark Pump Station
Figure 2 – Project Location, Alvarado Wastewater Treatment Plant
Table 1 – Bid Tabulation Sheet
Contractor's Agreement





-  Existing Cathodic Protection Test Station
-  New Buried Sacrificial Anodes

Figure 1 - Project Location
Newark Pump Station



Figure 2 - Project Location
Alvarado Wastewater Treatment Plant

- New anode
- Existing anode to be abandoned
- Oil cooled rectifier to be replaced with air-cooled rectifier

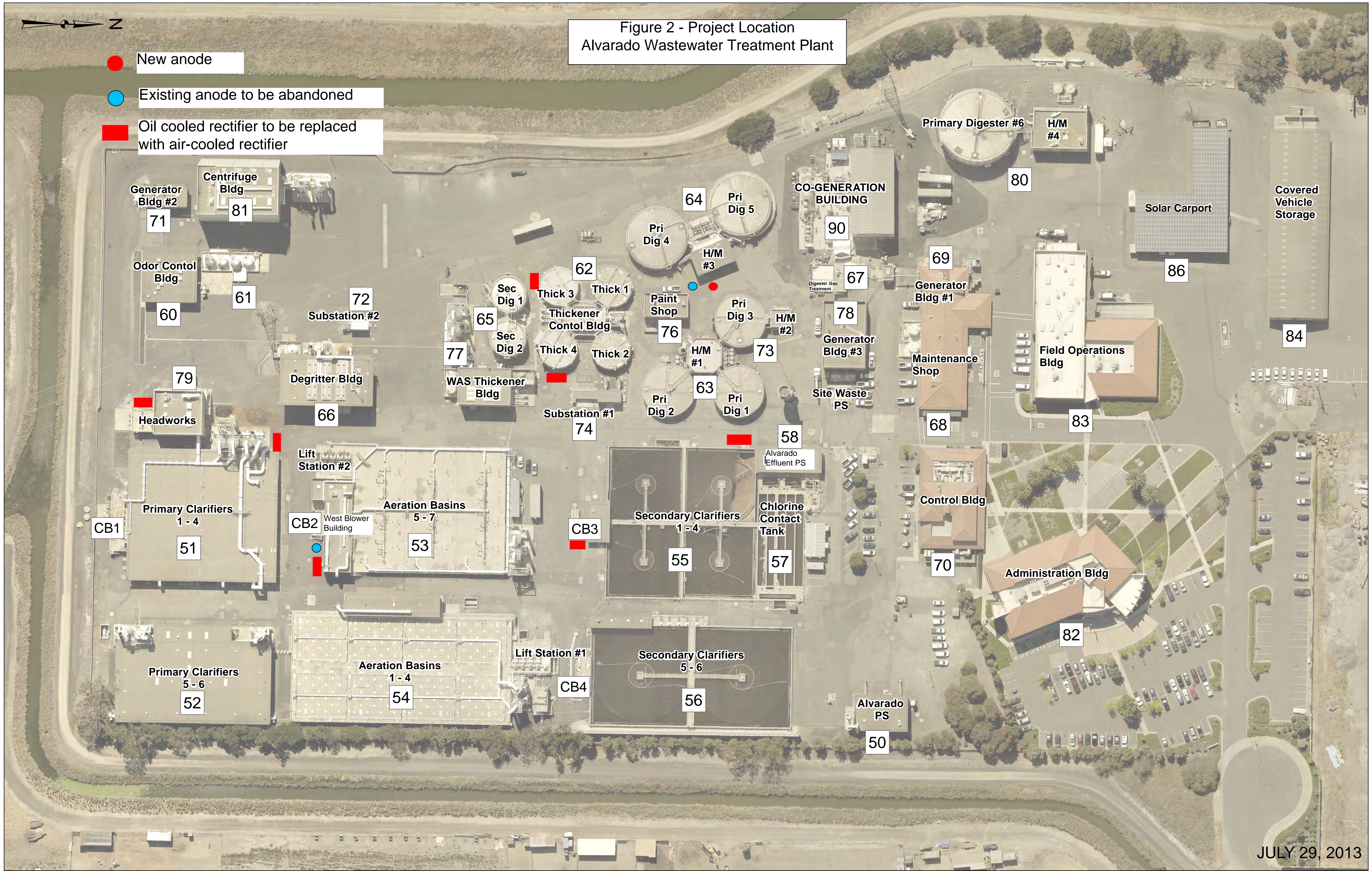


Table 1 - Bid Tabulation

Cathodic Protection System Improvements Project, No. 800-503

Bid Opening: 11:30 am, March 30, 2021

Bid Item No.	Bid Item	Unit	Quantity	Corrpro Companies, Inc. (Hayward, CA)	EXARO Technologies Corporation (Burlingame, CA)	American Construction and Supply, Inc. (Corte Madera, CA)
				Total Bid Price		
1	Cost for completing all Work included as part of Contract Documents for Project No. 800-503, except as specified under Bid Items 2 through 4.	Lump Sum (LS)	1	\$50,000	\$19,973.60	\$79,901
2	Cost for completing all work required at the Alvarado Wastewater Treatment Plant.	LS	1	\$320,800	\$395,969.20	\$352,148
3	Cost for completing all work required at the Newark Pump Station.	LS	1	\$113,000	\$102,057.20	\$136,079
4	Cost for providing all shoring and bracing on all bid items including but not limited to that as required by Sections 6700-6708 of the Labor Code.	LS	1	\$0	\$1	\$1
Total Base Bid				\$483,800	\$518,001	\$568,129

Engineer's Estimate is \$520,000

AGREEMENT FOR THE CONSTRUCTION OF
Cathodic Protection System Improvements Project
Project No.800-503

THIS AGREEMENT, made and concluded, in duplicate on _____, between the **UNION SANITARY DISTRICT** ("District"), Union City, California, and **CORRPRO COMPANIES, INC.** ("Contractor"), License No. 764878.

W I T N E S S E T H :

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: **Cathodic Protection System Improvements Project (Project No. 800-503)** 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 four hundred eighty three thousand eight hundred dollars (\$483,800) (the "Contract Price") computed in accordance with Contractor's accepted proposal dated March 30, 2021, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. 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.

(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 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 10-day 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 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 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.

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 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 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 indemnify, defend and hold harmless: (1) the District and its Board of Directors, officers, employees, agents and representative; (ii) the 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on _____.

CORRPRO COMPANIES, INC.

By: _____
Nathan Negrete
Regional Operations Manager
Address: 2625C Barrington Court, Hayward, California 94545

UNION SANITARY DISTRICT

By: _____
Anjali Lathi
Board Secretary
Address: 5072 Benson Road, Union City, California 94587

ATTEST:

Karen Murphy
Attorney for Union Sanitary District

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**APRIL 26, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 12**

TITLE: **Award the Construction Contract of the FY21 Gravity Sewer Rehabilitation/Replacement Project – Phase VII to Casey Construction, Inc. *(This is a Motion Item)***

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
 Sami E. Ghossain, Technical Services Work Group Manager
 Raymond Chau, CIP Team Coach
 Andrew Baile, Assistant Engineer

Recommendation

Staff recommends the Board waive a minor irregularity in the apparent low bid and award the construction contract, including Bid Alternate A, for the FY21 Gravity Sewer Rehabilitation/Replacement Project - Phase VII (Project) to Casey Construction, Inc. (Casey) in the amount of \$595,051. Funds for the project have been budgeted in the Renewal and Replacement Fund.

Discussion

The Project was advertised for bids on February 23, 2021. Seven bids were received on April 1, 2021 with the results shown in the table below. Please refer to the attached Table 1 for a detailed breakdown of the bids.

Contractor	Total Contract Price
Casey Construction, Inc. Emerald Hills, CA	\$595,051
JMB Construction, Inc South San Francisco, CA	\$609,109

Contractor	Total Contract Price
ECAST Engineering, Inc. Oakland, CA	\$622,015
Westland Contractors, Inc. Oakland, CA	\$724,723
EPS, Inc. San Mateo, CA	\$866,096
C2R Engineering, Inc. Los Altos, CA	\$883,700
WR Forde Associates, Inc. Richmond, CA	\$1,004,184

The Engineer's Estimate for the Project's Total Contract Price is \$972,000. The bids ranged from 38.3% below to 3.3% above the Engineer's Estimate. Staff and design consultant believe that most of the bids were lower due to a competitive bid environment.

Staff reviewed the apparent low bid submitted by Casey and found one minor irregularity. Casey provided an incorrect Experience Modification Rate (EMR) for one of the three years for their three-year average Workers' Compensation EMR. Casey provided an EMR of 0.93 instead of 0.96, which was verified by their Worker's Compensation Insurance Company. This resulted in a corrected three-year average of 0.94 instead of 0.93 which is still below the maximum of 1.10 set in the Safety Qualification Criteria section of the Bid Documents. District's legal counsel determined this can be waived as a minor bid irregularity by the District.

The Total Contract Price includes one bid alternate. Bid Alternate A is for providing "Acts of God" Insurance that indemnifies against the loss of or damage to the Pine Street easement retaining wall during construction, under the following conditions: earthquakes in excess of a magnitude 3.5 on the Richter Scale and tidal waves. Casey's bid for Bid Alternate A is reasonably priced, and staff recommends including it in the construction contract.

No bid protests were received by the District. Casey has confirmed that they will construct the Project as bid. Casey is a General Engineering Class A licensed contractor who has successfully completed multiple sewer repair and replacement projects for City of San Jose and City of Redwood City. Staff contacted both agencies in which Casey completed projects and received positive comments on Casey's performance on those projects.

The contractor has 140 calendar days to complete project construction, which places the estimated substantial completion in September 2021. Staff plans to hire a consultant to provide construction management and inspection services for the Project.

Background

The District's routine television inspection and Basin Master Plan Updates of the collection system identifies pipelines with maintenance challenges and structural defects such as cracks, sags, breaks, and offset joints. Several sewers have been identified as having structural defects in need of open-cut repair. Due to their locations, difficult soil conditions, or depth of these sewers, staff determined the repair work to be done by a contractor. Since 2010, the District has completed six phases of miscellaneous spot repair projects which are summarized in the table below:

Project	Number of Repairs	Cost
Phase I	6	\$391,596
Phase II	5	\$179,412
Phase III	15	\$275,806
Phase IV	14	\$622,529
Phase V (Jarvis Avenue Sanitary Sewer Replacement Project)	5	\$1,045,634
Phase VI	5	\$324,000
TOTAL	50	\$2,838,977

The last phase of the project (Phase VI) focused on "open-cut" spot repairs of vitrified clay pipe (VCP) structures to repair sags, offset joints, cracks, and breaks. The project was completed in 2015.

West Yost Associates completed the Project's design in March 2020. Staff deferred bidding the Project for one year due to the uncertainty of the State and County Health Orders in response to the COVID-19 Pandemic.

The current FY21 Project is the seventh phase of the miscellaneous spot repair projects, and the scope will include:

1. Replacing the sewer mains to address sags at three locations in the city of Fremont on Greenwood Drive, Hansen Street, and Gurdwara Road.

2. Relocating a sewer main that crosses a fault zone on Appian Way in the city of Union City. The fault zone relocation includes installation of a high-density polyethylene pipe (HDPE), that will allow the pipe to have some degree of flexibility as the fault shifts.
3. Installing cured-in-place-pipe (CIPP) in a sewer main located within a backyard easement at Gurdwara Road in the city of Fremont.
4. Rehabilitating the retaining wall supporting a sewer main and a portion of the access road within the Pine Street easement in the city of Fremont. The rehabilitation will include replacing some of the wood lagging boards that are in poor condition, improving to the access road drainage, and re-grading the access road along the retaining wall.
5. Repairing three offset laterals at the sewer main on Omar Street in the city of Fremont.

Please refer to Figure 1 for the locations of the work.

The Project originally included an upsize of two sewer mains along Musick Avenue in the City of Newark from 8-inch diameter to 12-inch diameter. Although most of the design for upsize was complete, it was determined during design to remove the scope from the Project pending confirmation of the capacity deficiency during a separate flow monitoring study that will be included in the Irvington Basin Master Plan Update.

Previous Board Action

October 28, 2019, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with West Yost Associates to provide design services for the Gravity Sewer Rehabilitation/Replacement Project - Phase VII.

PRE/SEG/RC/ACB;mb

Attachments: Figure 1 – Location Map
Table 1 – Bid Tabulation Sheet
Agreement

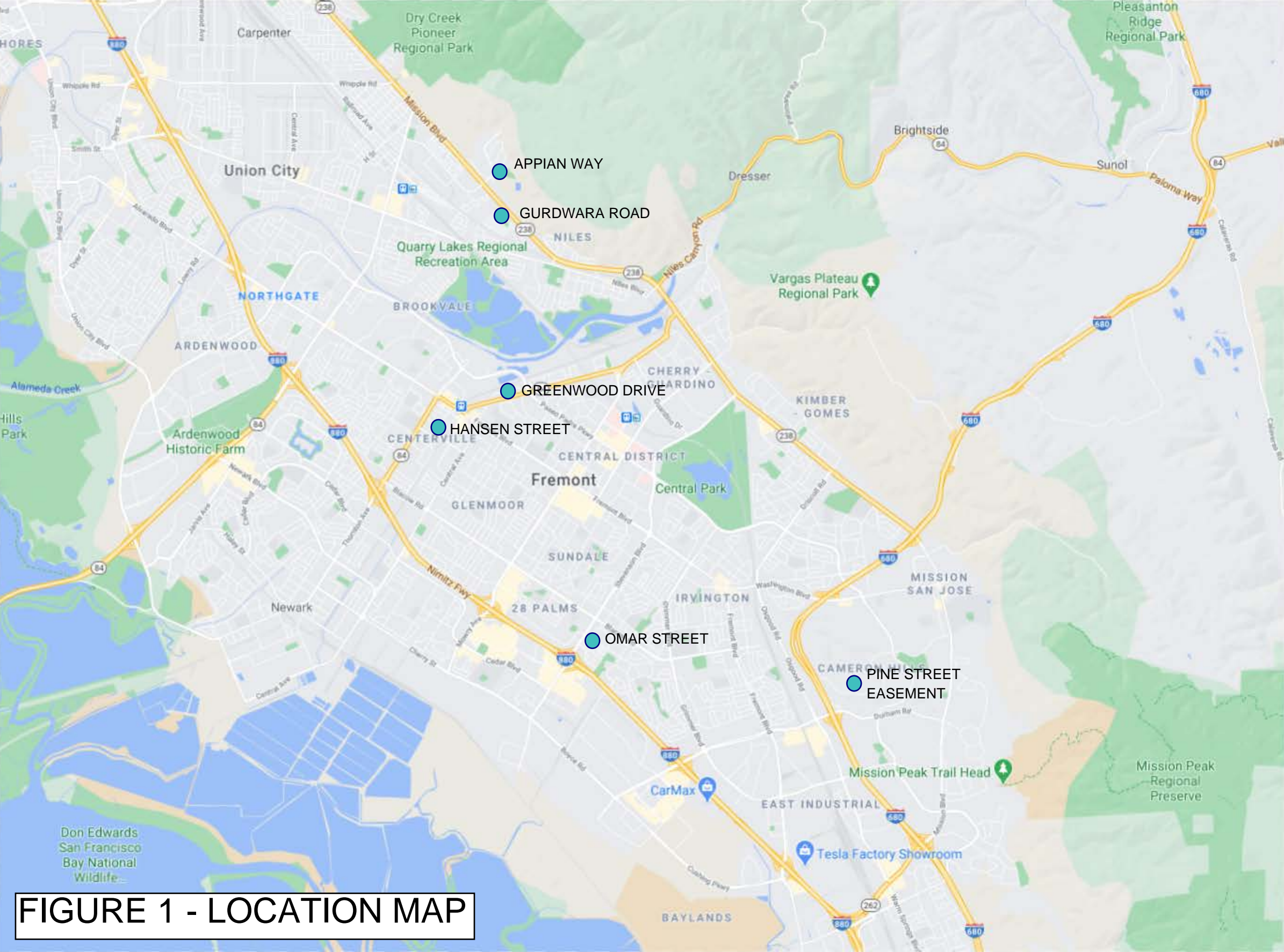


FIGURE 1 - LOCATION MAP

Table 1 - Bid Tabulation Sheet

FY21 Gravity Sewer Rehabilitation/Replacement Project (Phase VII)

Bid Opening: 11:30 am, April 1, 2021

Bid Item No.	Bid Item	Unit	Estimated Quantity	Engineer's Estimate	CASEY CONSTRUCTION		JMB CONSTRUCTION INC		ECAST ENGINEERING INC.		WESTLAND CONTRACTORS INC	
					Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price
1	Mobilization/Demobilization	LS	1	\$ 47,000.00		\$ 26,800.00		\$ 25,000.00		\$ 28,750.00		\$ 25,000.00
2	Traffic Control	LS	1	\$ 30,000.00		\$ 16,000.00		\$ 35,000.00		\$ 19,200.00		\$ 5,000.00
3	Water Pollution Control	LS	1	\$ 10,000.00		\$ 3,000.00		\$ 16,000.00		\$ 4,500.00		\$ 3,000.00
4	Dewatering	LS	1	\$ 25,000.00		\$ 3,000.00		\$ 1,000.00		\$ 4,170.00		\$ 500.00
5	Sanitary Sewer Flow Control	LS	1	\$ 30,000.00		\$ 6,000.00		\$ 3,000.00		\$ 10,000.00		\$ 5,000.00
6	Pre-Cleaning and CCTV	LF	826	\$ 41,300.00	\$ 2.50	\$ 2,065.00	\$ 4.00	\$ 3,304.00	\$ 6.00	\$ 4,956.00	\$ 3.00	\$ 2,478.00
7	Install 10-inch SDR-26 PVC (Open-Cut)	LF	204	\$ 61,200.00	\$ 325.00	\$ 66,300.00	\$ 368.00	\$ 75,072.00	\$ 350.00	\$ 71,400.00	\$ 480.00	\$ 97,920.00
8	Install 12-inch DR-11 HDPE (Open-Cut)	LF	20	\$ 7,000.00	\$ 325.00	\$ 6,500.00	\$ 365.00	\$ 7,300.00	\$ 455.00	\$ 9,100.00	\$ 500.00	\$ 10,000.00
9	Replace (E) 6-inch Sewer with 6-inch SDR-26 PVC (Open Cut)	LF	365	\$ 146,000.00	\$ 220.00	\$ 80,300.00	\$ 185.00	\$ 67,525.00	\$ 280.00	\$ 102,200.00	\$ 450.00	\$ 164,250.00
10	Rehab (E) 6-inch Sewer by CIPP (Backyards)	LF	826	\$ 66,080.00	\$ 56.00	\$ 46,256.00	\$ 60.00	\$ 49,560.00	\$ 60.00	\$ 49,560.00	\$ 55.00	\$ 45,430.00
11	Replace (E) 6-inch Sewer with 8-inch SDR-26 PVC (Open-Cut)	LF	221	\$ 93,925.00	\$ 220.00	\$ 48,620.00	\$ 180.00	\$ 39,780.00	\$ 255.00	\$ 56,355.00	\$ 455.00	\$ 100,555.00
12	Install 6-inch SDR-26 PVC (Open-Cut)	LF	11	\$ 2,750.00	\$ 220.00	\$ 2,420.00	\$ 330.00	\$ 3,630.00	\$ 255.00	\$ 2,805.00	\$ 500.00	\$ 5,500.00
13	Repair Lateral Connections (Omar Street)	EA	3	\$ 30,000.00	\$ 21,000.00	\$ 63,000.00	\$ 5,600.00	\$ 16,800.00	\$ 11,500.00	\$ 34,500.00	\$ 9,500.00	\$ 28,500.00
14	Connect Main to (E) Manhole	EA	5	\$ 25,000.00	\$ 1,500.00	\$ 7,500.00	\$ 1,200.00	\$ 6,000.00	\$ 600.00	\$ 3,000.00	\$ 500.00	\$ 2,500.00
15	Construct Standard Manhole	EA	2	\$ 20,000.00	\$ 15,000.00	\$ 30,000.00	\$ 21,500.00	\$ 43,000.00	\$ 10,500.00	\$ 21,000.00	\$ 7,000.00	\$ 14,000.00
16	Demolish Existing Manhole	EA	1	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,600.00	\$ 3,600.00	\$ 2,070.00	\$ 2,070.00	\$ 500.00	\$ 500.00
17	Replace Existing Cleanout with New Manhole	EA	1	\$ 15,000.00	\$ 3,500.00	\$ 3,500.00	\$ 18,000.00	\$ 18,000.00	\$ 10,500.00	\$ 10,500.00	\$ 7,000.00	\$ 7,000.00
18	Connect (E) Lateral to New Main	EA	18	\$ 54,000.00	\$ 500.00	\$ 9,000.00	\$ 720.00	\$ 12,960.00	\$ 745.00	\$ 13,410.00	\$ 600.00	\$ 10,800.00
19	Reinstate (E) Lateral Following CIPP	EA	17	\$ 5,100.00	\$ 230.00	\$ 3,910.00	\$ 200.00	\$ 3,400.00	\$ 235.00	\$ 3,995.00	\$ 100.00	\$ 1,700.00
20	Restore Sidewalk, Curb, and Gutter (Allowance)	SF	90	\$ 3,150.00	\$ 20.00	\$ 1,800.00	\$ 35.00	\$ 3,150.00	\$ 59.00	\$ 5,310.00	\$ 10.00	\$ 900.00
21	Restore Backyards at 35688 Terrace Dr, 35539 Mission Blvd, and 35477 Mission Blvd	LS	1	\$ 15,000.00		\$ 4,000.00		\$ 14,000.00		\$ 21,400.00		\$ 3,000.00
22	1/2-inch Asphalt Concrete	TON	108	\$ 21,600.00	\$ 100.00	\$ 10,800.00	\$ 610.00	\$ 65,880.00	\$ 385.00	\$ 41,580.00	\$ 250.00	\$ 27,000.00
23	Expose, Evaluate, and Enhance Wood Lagging	LS	1	\$ 30,000.00		\$ 14,400.00		\$ 45,000.00		\$ 30,885.00		\$ 8,000.00
24	Break/Chip Existing Concrete	LS	1	\$ 10,000.00		\$ 8,000.00		\$ 10,000.00		\$ 11,616.00		\$ 5,000.00
25	Furnish New Wood Lagging	LF	112	\$ 4,480.00	\$ 90.00	\$ 10,080.00	\$ 14.00	\$ 1,568.00	\$ 44.00	\$ 4,928.00	\$ 150.00	\$ 16,800.00
26	Crushed Rock Behind Retaining Wall (w/ fabric)	CY	40	\$ 12,000.00	\$ 320.00	\$ 12,800.00	\$ 222.00	\$ 8,880.00	\$ 175.00	\$ 7,000.00	\$ 100.00	\$ 4,000.00
27	3/4-inch CL II Aggregate Base (Pine Street Access Road)	CY	30	\$ 6,000.00	\$ 700.00	\$ 21,000.00	\$ 440.00	\$ 13,200.00	\$ 350.00	\$ 10,500.00	\$ 200.00	\$ 6,000.00
28	Project Liaison	LS	1	\$ 75,000.00		\$ 16,000.00		\$ 1,000.00		\$ 2,500.00		\$ 2,000.00
29	City of Union City Encroachment Permit	LS	1	\$ 15,000.00		\$ 6,000.00		\$ 2,000.00		\$ 9,360.00		\$ 200.00
30	City of Fremont Encroachment Permit	LS	1	\$ 15,000.00		\$ 6,000.00		\$ 4,000.00		\$ 9,360.00		\$ 200.00
31	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	\$ 50,000.00		\$ 56,000.00		\$ 8,000.00		\$ 14,605.00		\$ 120,000.00
				Total Base Bid		\$ 972,000.00		\$ 606,609.00		\$ 620,515.00		\$ 722,733.00
				Base Bid Adjustment		\$ -		\$ -		\$ -		\$ -
				BID ALTERNATE A		\$ -		\$ 2,500.00		\$ 1,500.00		\$ 1,990.00
				Total		\$ 972,000.00		\$ 609,109.00		\$ 622,015.00		\$ 724,723.00

Table 1 - Bid Tabulation Sheet

FY21 Gravity Sewer Rehabilitation/Replacement Project (Phase VII)

Bid Opening: 11:30 am, April 1, 2021

Bid Item No.	Bid Item	Unit	Estimated Quantity	Engineer's Estimate	EPS INC.		CZR ENGINEERING INC.		WR FORDE ASSOCIATES INC.	
					Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price	Unit Bid Price	Total Bid Price
1	Mobilization/Demobilization	LS	1	\$ 47,000.00		\$ 41,000.00		\$ 50,000.00		\$ 40,000.00
2	Traffic Control	LS	1	\$ 30,000.00		\$ 12,000.00		\$ 25,000.00		\$ 75,000.00
3	Water Pollution Control	LS	1	\$ 10,000.00		\$ 10,000.00		\$ 8,500.00		\$ 50,000.00
4	Dewatering	LS	1	\$ 25,000.00		\$ 12,000.00		\$ 12,500.00		\$ 40,000.00
5	Sanitary Sewer Flow Control	LS	1	\$ 30,000.00		\$ 12,000.00		\$ 15,000.00		\$ 60,000.00
6	Pre-Cleaning and CCTV	LF	826	\$ 41,300.00	\$ 6.00	\$ 4,956.00	\$ 5.00	\$ 4,130.00	\$ 4.00	\$ 3,304.00
7	Install 10-inch SDR-26 PVC (Open-Cut)	LF	204	\$ 61,200.00	\$ 500.00	\$ 102,000.00	\$ 600.00	\$ 122,400.00	\$ 265.00	\$ 54,060.00
8	Install 12-inch DR-11 HDPE (Open-Cut)	LF	20	\$ 7,000.00	\$ 800.00	\$ 16,000.00	\$ 900.00	\$ 18,000.00	\$ 500.00	\$ 10,000.00
9	Replace (E) 6-inch Sewer with 6-inch SDR-26 PVC (Open Cut)	LF	365	\$ 146,000.00	\$ 380.00	\$ 138,700.00	\$ 420.00	\$ 153,300.00	\$ 260.00	\$ 94,900.00
10	Rehab (E) 6-inch Sewer by CIPP (Backyards)	LF	826	\$ 66,080.00	\$ 100.00	\$ 82,600.00	\$ 70.00	\$ 57,820.00	\$ 75.00	\$ 61,950.00
11	Replace (E) 6-inch Sewer with 8-inch SDR-26 PVC (Open-Cut)	LF	221	\$ 93,925.00	\$ 390.00	\$ 86,190.00	\$ 500.00	\$ 110,500.00	\$ 295.00	\$ 65,195.00
12	Install 6-inch SDR-26 PVC (Open-Cut)	LF	11	\$ 2,750.00	\$ 500.00	\$ 5,500.00	\$ 700.00	\$ 7,700.00	\$ 400.00	\$ 4,400.00
13	Repair Lateral Connections (Omar Street)	EA	3	\$ 30,000.00	\$ 3,400.00	\$ 10,200.00	\$ 15,000.00	\$ 45,000.00	\$ 6,000.00	\$ 18,000.00
14	Connect Main to (E) Manhole	EA	5	\$ 25,000.00	\$ 2,800.00	\$ 14,000.00	\$ 1,500.00	\$ 7,500.00	\$ 4,000.00	\$ 20,000.00
15	Construct Standard Manhole	EA	2	\$ 20,000.00	\$ 23,000.00	\$ 46,000.00	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	\$ 20,000.00
16	Demolish Existing Manhole	EA	1	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,600.00	\$ 2,600.00	\$ 6,000.00	\$ 6,000.00
17	Replace Existing Cleanout with New Manhole	EA	1	\$ 15,000.00	\$ 19,000.00	\$ 19,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00
18	Connect (E) Lateral to New Main	EA	18	\$ 54,000.00	\$ 2,800.00	\$ 50,400.00	\$ 1,350.00	\$ 24,300.00	\$ 1,500.00	\$ 27,000.00
19	Reinstate (E) Lateral Following CIPP	EA	17	\$ 5,100.00	\$ 450.00	\$ 7,650.00	\$ 500.00	\$ 8,500.00	\$ 175.00	\$ 2,975.00
20	Restore Sidewalk, Curb, and Gutter (Allowance)	SF	90	\$ 3,150.00	\$ 350.00	\$ 31,500.00	\$ 35.00	\$ 3,150.00	\$ 60.00	\$ 5,400.00
21	Restore Backyards at 35688 Terrace Dr, 35539 Mission Blvd, and 35477 Mission Blvd	LS	1	\$ 15,000.00		\$ 15,000.00		\$ 20,000.00		\$ 50,000.00
22	1/2-inch Asphalt Concrete	TON	108	\$ 21,600.00	\$ 300.00	\$ 32,400.00	\$ 450.00	\$ 48,600.00	\$ 400.00	\$ 43,200.00
23	Expose, Evaluate, and Enhance Wood Lagging	LS	1	\$ 30,000.00		\$ 10,000.00		\$ 25,000.00		\$ 20,000.00
24	Break/Chip Existing Concrete	LS	1	\$ 10,000.00		\$ 5,000.00		\$ 18,500.00		\$ 8,000.00
25	Furnish New Wood Lagging	LF	112	\$ 4,480.00	\$ 450.00	\$ 50,400.00	\$ 100.00	\$ 11,200.00	\$ 150.00	\$ 16,800.00
26	Crushed Rock Behind Retaining Wall (w/ fabric)	CY	40	\$ 12,000.00	\$ 240.00	\$ 9,600.00	\$ 100.00	\$ 4,000.00	\$ 350.00	\$ 14,000.00
27	3/4-inch CL II Aggregate Base (Pine Street Access Road)	CY	30	\$ 6,000.00	\$ 250.00	\$ 7,500.00	\$ 100.00	\$ 3,000.00	\$ 200.00	\$ 6,000.00
28	Project Liaison	LS	1	\$ 75,000.00		\$ 5,000.00		\$ 10,000.00		\$ 25,000.00
29	City of Union City Encroachment Permit	LS	1	\$ 15,000.00		\$ 3,000.00		\$ 5,000.00		\$ 10,000.00
30	City of Fremont Encroachment Permit	LS	1	\$ 15,000.00		\$ 3,000.00		\$ 5,000.00		\$ 10,000.00
31	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	\$ 50,000.00		\$ 15,000.00		\$ 22,500.00		\$ 60,000.00
Total Base Bid				\$ 972,000.00		\$ 861,596.00		\$ 878,700.00		\$ 929,184.00
Base Bid Adjustment				\$ -		\$ -		\$ -		\$ 70,000.00
BID ALTERNATE A				\$ -		\$ 4,500.00		\$ 5,000.00		\$ 5,000.00
Total				\$ 972,000.00		\$ 866,096.00		\$ 883,700.00		\$ 1,004,184.00

**AGREEMENT FOR THE CONSTRUCTION OF
FY21 Gravity Sewer Rehabilitation/Replacement Project – Phase VII**

Project No. 800-531

THIS AGREEMENT, made and concluded, in duplicate, this _____, between the **UNION SANITARY DISTRICT** ("District"), Union City, California, and **CASEY CONSTRUCTION, INC.** ("Contractor"), License No.798190.

W I T N E S S E T H :

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: **FY21 Gravity Sewer Rehabilitation/Replacement Project – Phase VII (Project No. 800-531)** 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 **Five Hundred Ninety-Five Thousand Fifty-One Dollars (\$ 595,051)** (the "Contract Price") computed in accordance with Contractor's accepted proposal dated April 1 , 2021, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. The sum includes Bid Alternate A that has been accepted by the District and is hereby incorporated in the Agreement. 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.

(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 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 10-day 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 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 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.

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.

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 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 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 indemnify, defend and hold harmless: (1) the District and its Board of Directors, officers, employees, agents and representative; (ii) the 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this

_____.

CASEY CONSTRUCTION, INC.

By: _____

James G. McGrillen
General Manager

Address: 619 Sylvan Way, Emerald Hills, CA 94062

UNION SANITARY DISTRICT

By: _____

Anjali Lathi
Board Secretary

Address: 5072 Benson Road, Union City, California 94587

ATTEST:

Karen W. Murphy
Attorney for Union Sanitary District



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**APRIL 26, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM #13**

TITLE: **Fall 2021 Newsletter (*This is a Direction Item*)**

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

Recommendation

Staff recommends the Board review and provide feedback as necessary on content topics for the District's Fall 2021 Newsletter and extension of the District's printing services contract for its final year.

Background

The Board provided direction at a previous meeting that the District would use a new layout and design for its newsletter beginning in Autumn 2017. The layout consists of 11 x 17, 80-pound cover-weight paper, folded down to 8.5 x 11, individually addressed, and delivered as a flat with no tabs. Additionally, the newsletter will be utilized to include the District's courtesy annual rate notice.

As a cost-savings measure, the Board also agreed to enter into a multi-year contract for printing services, using the new layout as its consistent design. The contract was for three years with the option to renew for two additional years. The contract was extended for one year for the Fall 2020 newsletter and can now be extended one final year for the Fall 2021 newsletter.

Below is a sample list of topics for newsletter content for the Board's consideration and input for the Fall 2021 newsletter:

Page One:	Enhanced Treatment and Site Upgrade Program Update
Interior Pages:	<p>Annual Rate Notification with FY 22 information, including info about USD's efforts to identify ratepayer assistance program funding opportunities</p> <p>Budget in Brief</p> <p>CIP projects update:</p> <ul style="list-style-type: none"> • Standby Power Generation System Upgrade Project • WAS Thickener Replacement Project • Irvington Basin Reinforced Concrete Pipe Rehabilitation Project • Energy Resiliency Study • Sea Level Rise Evaluation <p>Wipes labeling legislation update (status of statewide and national legislation, if still moving forward or passed)</p> <p>"What it takes to treat wastewater every day," including brief descriptions of amounts used or produced daily and their functions – any or all items, depending on space available:</p> <ul style="list-style-type: none"> • Amounts of chlorine bleach, ferrous chloride, polymer used daily • The amount of air used in the treatment process • Biogas produced • Power used (percent self-produced) • Amount of solar energy produced • Water used (percent recycled) • The number of person hours per day required to operate the District • Lbs. of solids removed • Miles of pipeline inspected and cleaned • Miles of pipeline transporting wastewater to plant <p>Sewer Lateral Questions? Watch our Video (last included Fall 2019) with tips to keep laterals healthy</p> <p>Environmental tips: Brief pollution prevention messages (FOG, Wipes, Meds, what to keep out of drains, etc.)</p> <p>Did You Know? Facts about USD (Dental, FOG, and Restaurant programs, etc.)</p> <p>Like us on Facebook; follow us @usdtweets</p>

Staff recommends the Board discuss and provide feedback regarding potential newsletter content topics and extension of the newsletter printing services contract for its final year.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**APRIL 26, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 14**

TITLE: District Rebranding Initiative Update (*This is an Information Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Michelle Powell, Communications & Intergovernmental Relations Coordinator
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

Recommendation

Information only.

Discussion

Staff has worked with Pier 2 Marketing since January 2018 to develop branding concepts. The Board provided feedback to options developed by Pier 2 during a series of workshops where several rounds of edits and additional options were requested. The Board narrowed options and directed the internal branding task force to make the final selection. District staff participated in a survey to select the final branding concept and the following was overwhelmingly preferred:



Staff has been compiling a list of issues, including necessary actions and agencies that we will need to coordinate with, to be addressed during the name change process. The list to date is as follows:

- The District's insurers
- ICMA 457 Program
- CalPERS
- Tax ID
- County Assessor's Office
- County Auditor
- County Treasurer
- County Counsel
- Local Agency Formation Commission (Alameda LAFCo)
- Bond Counsel
- Property Deeds
- Financial Institutions
- District website
- District social media accounts
- State Controller's Office
- California Special Districts Association (CSDA)
- East Bay Dischargers Authority (EBDA)
- California Association of Sanitation Agencies (CASA)
- National Association of Clean Water Agencies (NACWA)
- California Water Environment Association (CWEA)
- Various Agreements and Licenses
- Ordinances and resolutions

To effectuate the name change, the Board will need to formally adopt the new name by resolution. The change of name will be effective upon recordation of a certified copy of the resolution in the Office of the County Recorder as required by Section 6501 of the Health and Safety Code. The new name will then be filed with Alameda County and the California Secretary of State. The District will provide formal notification to other agencies, including those in the list above.

Staff will also work with Pier 2 to develop a style guide, training program, and implementation plan for the Board's consideration at a future meeting.

Previous Board Action

3/13/2017 Board Meeting – Board directed staff to pursue a Branding Initiative

1/12/2018 Board Meeting – Board received informational update following staff selection of branding consultant

12/16/2019 Board Workshop – Board directed staff to present the rebranding logo options to the District's Internal Task Force to select the final branding concept

2/24/2020 Board Meeting – Board approved amendment to contract with Pier 2 Marketing for District Branding Initiative

2/8/2021 Board Meeting – Board directed staff to research actions required for the Board to consider a potential name change and present findings at a future Board meeting



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**APRIL 26, 2021
BOARD OF DIRECTORS
MEETING AGENDA ITEM #15**

TITLE: CAL-Card Quarterly Merchant Activity Report *(This is an Information Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, Work Group Manager
Laurie Brenner, Team Coach
Skip Calvo, Purchasing Agent

Recommendation

Information only.

Discussion

Information only.

Background

The attached CAL-Card Merchant Spend Analysis details the CAL-Card activity for the third quarter of FY 2021. This covers transactions from the CAL-Card billing period January 25, 2021 through March 22, 2021. During this quarter, we had 251 transactions totaling \$66,191.02.

Attachments: Merchant Spend Analysis Report

Previous Board Action

None.

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
373183	misc	5047	ENVIRONMENTAL EXPRESS	999-9999999	SC	\$ 4,662.08	2	\$ 2,331.04	\$ 0.00	0	\$ 4,662.08	7.04%	2	\$ 405.94
47979	WHOLESALE TRADE	5399	VERSATUBE	VERSATUBE.COM	TN	3,641.51	1	3,641.51	0.00	0	3,641.51	5.50%	1	0.00
373694	8699	8699	WEF MAIN	703-684-2400	VA	3,594.00	12	299.50	0.00	0	3,594.00	5.43%	12	0.00
47979	WHOLESALE TRADE	5169	MAR-LEN SUPPLY INC -CLV	510-782-3555	CA	3,296.37	2	1,648.18	0.00	0	3,296.37	4.98%	2	0.00
47979	WHOLESALE TRADE	5085	PENN DETROIT DIESEL - PHI	215-335-0500	PA	3,161.05	2	1,580.53	0.00	0	3,161.05	4.78%	2	205.87
373694	8699	8699	CALIFORNIA WATER ENVIRONM	510-3827800	CA	2,360.00	14	168.57	0.00	0	2,360.00	3.57%	14	0.00
47978	VEHICLE EXPENSE	5533	ART ENTERPRISES	916-452-1047	CA	2,323.69	1	2,323.69	0.00	0	2,323.69	3.51%	1	0.00
47978	VEHICLE EXPENSE	5533	BENIC ENTERPRISES	765-5735199	IN	2,320.00	1	2,320.00	0.00	0	2,320.00	3.51%	1	0.00
235401	REGISTRATION	8111	LIEBERTCASS	310-981-2000	CA	2,006.00	3	668.67	0.00	0	2,006.00	3.03%	3	0.00
47971	OFFICE SUPPLIES	5734	MUHIMBI LTD	ST ALBANS		1,679.30	1	1,679.30	0.00	0	1,679.30	2.54%	1	0.00
47979	WHOLESALE TRADE	5072	C H BULL COMPANY	6508378400	CA	1,538.28	2	769.14	0.00	0	1,538.28	2.32%	2	0.00
373183	misc	5099	MSASAFETYSALES LLC	800-672-2222	PA	1,350.77	2	675.38	0.00	0	1,350.77	2.04%	2	119.81
388846	Olivia	8299	PMA ONLINE	201-871-0427	NJ	1,195.00	1	1,195.00	0.00	0	1,195.00	1.81%	1	0.00
373183	misc	7399	JOYCEDAYTON	937-294-6261	OH	1,009.85	2	504.93	0.00	0	1,009.85	1.53%	2	63.38
47979	WHOLESALE TRADE	5200	LOWES #01132*	UNION CITY	CA	992.29	6	165.38	0.00	0	992.29	1.50%	6	88.16
47972	OTHER	5732	BESTBUYCOM806410838205	RICHFIELD	MN	971.79	1	971.79	0.00	0	971.79	1.47%	1	62.52
47970	OFFICE SERVICES	7361	ZIPRECRUITER, INC.	855-747-5493	CA	932.00	3	310.67	0.00	0	932.00	1.41%	3	0.00
47979	WHOLESALE TRADE	5085	SP SCIENTIFIC - WILMAD	856-6973000	NJ	905.43	1	905.43	0.00	0	905.43	1.37%	1	0.00
47979	WHOLESALE TRADE	5251	DIAMOND TOOL	888-879-3426	PA	830.00	1	830.00	0.00	0	830.00	1.25%	1	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
384466	Computer	5045	CDW GOVT #8913479	800-808-4239	IL	\$ 775.60	1	\$ 775.60	\$ 0.00	0	\$ 775.60	1.17%	1	\$ 67.57
47978	VEHICLE EXPENSE	5533	ETRAILER CORPORATION	636-887-9300	MO	759.50	2	379.75	0.00	0	759.50	1.15%	2	0.00
47979	WHOLESALE TRADE	5085	ZORO TOOLS INC	855-2899676	IL	758.90	1	758.90	0.00	0	758.90	1.15%	1	0.00
371673	8398	8398	AWWA.ORG	303-347-6197	CO	720.93	2	360.46	0.00	0	720.93	1.09%	2	0.00
47979	WHOLESALE TRADE	5065	IN *D & S SALES, INC.	559-2666977	CA	665.61	1	665.61	0.00	0	665.61	1.01%	1	57.53
47972	OTHER	5732	BESTBUYCOM8064 10577032	RICHFIELD	MN	658.47	1	658.47	0.00	0	658.47	0.99%	1	42.36
		5732	BESTBUYCOM8064 20355315	RICHFIELD	MN	658.47	1	658.47	0.00	0	658.47	0.99%	1	42.36
47979	WHOLESALE TRADE	5085	HACH COMPANY	970-6631377	CO	635.40	1	635.40	0.00	0	635.40	0.96%	1	56.45
47966	MAIL/TELEPHONE	5965	OFFICE DEPOT 1135	800-463-3768	CA	631.04	2	315.52	0.00	0	631.04	0.95%	2	56.06
373183	misc	5046	KLEEN RITE CORP	717-684-6721	PA	620.13	4	155.03	0.00	0	620.13	0.94%	4	35.95
47963	BUSINESS EXPENS	4814	ZOOM.US 888-799-9666	WWW.ZOOM.US	CA	619.88	2	309.94	0.00	0	619.88	0.94%	2	0.00
373183	misc	7399	NATEC INTERNATIONAL	714-678-2750	CA	571.65	3	190.55	0.00	0	571.65	0.86%	3	41.13
47979	WHOLESALE TRADE	5085	INSTRUMART	800-8844967	VT	570.70	1	570.70	0.00	0	570.70	0.86%	1	0.00
47972	OTHER	5732	BESTBUYCOM8064 10635482	RICHFIELD	MN	570.68	1	570.68	0.00	0	570.68	0.86%	1	36.72
47972	OTHER	4214	IN *PENINSULA MESSENGER S	559-7346328	CA	503.62	1	503.62	0.00	0	503.62	0.76%	1	0.00
373183	misc	7392	PAYPAL *DKFSOLUTION	402-935-7733	CA	500.00	4	125.00	0.00	0	500.00	0.76%	4	0.00
388846	Olivia	8299	PAYPAL *PIPEUSERSGR	402-935-7733	CA	500.00	2	250.00	0.00	0	500.00	0.76%	2	0.00
47979	WHOLESALE TRADE	5065	STEVEN ENGINEERING	650-588-9200	CA	488.19	3	162.73	0.00	0	488.19	0.74%	3	37.54

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
373183	misc	7399	IN *TITUS INDUSTRIAL GROU	541-3891975	OR	\$ 480.80	1	\$ 480.80	\$ 0.00	0	\$ 480.80	0.73%	1	\$ 40.95
384466	Computer	5045	CDW GOVT #7889539	800-808-4239	IL	465.92	1	465.92	0.00	0	465.92	0.70%	1	41.39
397986	Hydrogen Fuel	5542	CHEVRON 0206357	FREMONT	CA	465.51	7	66.50	0.00	0	465.51	0.70%	7	66.54
373183	misc	5047	IDEXX DISTRIBUTION INC	800-814-1147	ME	463.87	1	463.87	0.00	0	463.87	0.70%	1	38.74
373694	8699	8699	NATIONAL INSITUTE OF GOVE	703-7368900	VA	460.00	1	460.00	0.00	0	460.00	0.69%	1	0.00
47966	MAIL/TELEPHON E	5964	PRINT-2-MAIL	866-667-2861	CA	441.69	1	441.69	0.00	0	441.69	0.67%	1	0.00
47979	WHOLESALE TRADE	5039	PLUG-IT PRODUCTS, CORP.	209-3344904	CA	441.11	1	441.11	0.00	0	441.11	0.67%	1	0.00
373183	misc	8999	SOCIETYFORHUMA NRESOURCE	800-2837476	VA	438.00	2	219.00	0.00	0	438.00	0.66%	2	0.00
384466	Computer	5045	CDW GOVT #7218110	800-808-4239	IL	427.68	1	427.68	0.00	0	427.68	0.65%	1	0.00
47972	OTHER	5999	CAL OSHA REPORTER	916-774-4000	CA	427.00	1	427.00	0.00	0	427.00	0.65%	1	0.00
47979	WHOLESALE TRADE	5251	SHAPE INC	925-4859720	CA	421.04	1	421.04	0.00	0	421.04	0.64%	1	0.00
373694	8699	8699	IPMA-HR	JSISSON@IPMA-	VA	417.00	1	417.00	0.00	0	417.00	0.63%	1	0.00
373526	Redwing 7372	7372	YOURMEMBER-CA REERS	727-497-6565	CT	399.00	1	399.00	0.00	0	399.00	0.60%	1	0.00
373694	8699	8699	CALIFORNIA WATER ENVIRON	510-382-7800	CA	384.00	2	192.00	0.00	0	384.00	0.58%	2	32.52
47979	WHOLESALE TRADE	5085	PAYPAL *GREASEEXTEN	402-935-7733	CA	373.44	2	186.72	0.00	0	373.44	0.56%	2	0.00
47979	WHOLESALE TRADE	5065	SUBSITE LLC	800-8462713	OK	365.10	1	365.10	0.00	0	365.10	0.55%	1	0.00
388846	Olivia	8641	THE NELAC INSTITUTE	817-5981624	TX	350.00	1	350.00	0.00	0	350.00	0.53%	1	0.00
371673	8398	8398	ASSOCIATION FOR CALIFORNI	510-4325959	CA	349.00	1	349.00	0.00	0	349.00	0.53%	1	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
373183	misc	8999	QUICK SEARCH	214-358-2880	TX	\$ 348.85	3	\$ 116.28	\$ 0.00	0	\$ 348.85	0.53%	3	\$ 19.08
373526	Redwing 7372	7372	SP * REFLECTIVE STORE	HTTPSREFLECTI	FL	342.68	1	342.68	0.00	0	342.68	0.52%	1	0.00
371673	8398	8398	ISA	919-549-8411	NC	340.00	1	340.00	0.00	0	340.00	0.51%	1	0.00
384466	Computer	5045	CDW GOVT #9430464	800-808-4239	IL	339.80	1	339.80	0.00	0	339.80	0.51%	1	30.19
373183	misc	5047	DRAEGER MEDICAL INC	800-4372437	PA	336.26	1	336.26	0.00	0	336.26	0.51%	1	16.81
47970	OFFICE SERVICES	2741	RIVAL BRANDING	HTTPSWWW.INST	KS	330.25	1	330.25	0.00	0	330.25	0.50%	1	0.00
47963	BUSINESS EXPENS	4814	ZOOM.US 888-799-9666	WWW.ZOOM.US	CA	309.94	1	309.94	0.00	0	309.94	0.47%	1	0.00
373694	8699	8699	CACITIES REGISTRATION	CACITIES.ORG	CA	300.00	1	300.00	0.00	0	300.00	0.45%	1	0.00
371673	8398	8398	NACE INTERNATIONAL	800-797-6223	TX	290.00	1	290.00	0.00	0	290.00	0.44%	1	0.00
373694	8699	8699	CAL CHAMBER OF COMMERCE	8003318877	CA	284.54	1	284.54	0.00	0	284.54	0.43%	1	0.00
47972	OTHER	5941	GCPROS LLC	844-779-0072	SC	281.34	1	281.34	0.00	0	281.34	0.43%	1	0.00
47972	OTHER	5732	BESTBUYCOM8064 15738380	RICHFIELD	MN	263.37	1	263.37	0.00	0	263.37	0.40%	1	16.95
		5732	BESTBUYCOM8064 19658053	RICHFIELD	MN	263.37	1	263.37	0.00	0	263.37	0.40%	1	16.95
373694	8699	8699	CALIFORNIA ASSOCIATION OF	800-592-1970	CA	260.00	2	130.00	0.00	0	260.00	0.39%	2	17.58
373694	8699	8699	WEF EVENT	703-684-2400	VA	258.00	2	129.00	0.00	0	258.00	0.39%	2	0.00
47978	VEHICLE EXPENSE	5533	ELECTRIC MOTORSPORT	510-839-9376	CA	251.12	1	251.12	0.00	0	251.12	0.38%	1	16.43
47971	OFFICE SUPPLIES	5734	FS *PRIMAVIEWER	877-3278914	CA	250.00	1	250.00	0.00	0	250.00	0.38%	1	0.00
373183	misc	7392	PAYPAL *DKFSOLUTION	402-935-7733	CA	250.00	2	125.00	0.00	0	250.00	0.38%	2	0.00
47979	WHOLESALE TRADE	5065	LEDTRONICS 1	800-5794875	CA	245.45	1	245.45	0.00	0	245.45	0.37%	1	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47964	EATING/DRINKIN G	5499	WPY*EV DRIVES	855-469-3729	WA	\$ 235.24	1	\$ 235.24	\$ 0.00	0	\$ 235.24	0.36%	1	\$ 0.00
47966	MAIL/TELEPHON E	5964	NPC*NEW PIG CORP	800-468-4647	PA	225.93	1	225.93	0.00	0	225.93	0.34%	1	18.71
397200	SPATT	5311	EBAY O*08-06401-29577	408-3766151	CA	224.37	1	224.37	0.00	0	224.37	0.34%	1	0.00
388846	Olivia	4899	AUTOPAY/DISH NTWK	800-333-3474	CO	222.78	3	74.26	0.00	0	222.78	0.34%	3	0.00
47978	VEHICLE EXPENSE	5599	PETERSON TRUCKS SL	510-357-6200	CA	212.61	1	212.61	0.00	0	212.61	0.32%	1	0.00
342849	Postage Stamps	9402	USPS PO 0580260401	UNION CITY	CA	210.80	3	70.27	0.00	0	210.80	0.32%	3	0.00
47970	OFFICE SERVICES	8911	BROWN AND CALDWELL	925-2102277	CO	200.00	1	200.00	0.00	0	200.00	0.30%	1	0.00
388846	Olivia	8299	SSPC SOCIETY FOR PROTE	412-2812331	PA	200.00	2	100.00	0.00	0	200.00	0.30%	2	0.00
47963	BUSINESS EXPENS	9399	CPS HUMAN RESOURCE SERVIC	916-2633600	CA	195.00	2	97.50	0.00	0	195.00	0.29%	2	0.00
371673	8398	8398	CALIFORNIA WATER ENVIRON	510-382-7800	CA	192.00	1	192.00	0.00	0	192.00	0.29%	1	0.00
373694	8699	8699	CALIFORNIA WATER ENVIRON	510-382-7800	CA	192.00	1	192.00	0.00	0	192.00	0.29%	1	0.00
47979	WHOLESALE TRADE	5085	SP * SOURCE4INDUSTRI ES	HTTPSSOURCE4I	NV	185.80	1	185.80	0.00	0	185.80	0.28%	1	0.00
373694	8699	8699	CASA	916-4460388	CA	165.00	1	165.00	0.00	0	165.00	0.25%	1	0.00
47972	OTHER	5732	BESTBUYCOM8064 00983364	RICHFIELD	MN	164.56	1	164.56	0.00	0	164.56	0.25%	1	10.59
47979	WHOLESALE TRADE	5251	1000BULBS.COM	800-624-4488	TX	154.28	1	154.28	0.00	0	154.28	0.23%	1	12.39
373183	misc	5047	CPI*COLEPARMERI NSTRUMT	800-323-4340	IL	143.16	1	143.16	0.00	0	143.16	0.22%	1	11.08
47971	OFFICE SUPPLIES	5942	AMAZON.COM*343P D0RU3 AMZN	AMZN.COM/BILL	WA	126.15	1	126.15	0.00	0	126.15	0.19%	1	11.20

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*7502U5D93	AMZN.COM/BILL	WA	\$ 124.58	1	\$ 124.58	\$ 0.00	0	\$ 124.58	0.19%	1	\$ 11.07
397986	Hydrogen Fuel	5542	CHEVRON 0378972	FREMONT	CA	116.84	1	116.84	0.00	0	116.84	0.18%	1	16.70
47970	OFFICE SERVICES	8734	NSI LAB SOLUTIONS INC	919-7893000	NC	110.00	1	110.00	0.00	0	110.00	0.17%	1	0.00
371673	8398	8398	CALIFORNIA SOCIETY OF MUN	916-2312137	CA	110.00	1	110.00	0.00	0	110.00	0.17%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*J07D297B3	AMZN.COM/BILL	WA	108.63	1	108.63	0.00	0	108.63	0.16%	1	9.66
47972	OTHER	5941	PARKSUPPLIES/WI LDFL	360-989-0960	WA	103.61	1	103.61	0.00	0	103.61	0.16%	1	0.00
373694	8699	8699	INT'L CODE COUNCIL INC	888-422-7233	IL	90.00	1	90.00	0.00	0	90.00	0.14%	1	0.00
378973	4899	5310	WAL-MART #2031	UNION CITY	CA	86.76	1	86.76	0.00	0	86.76	0.13%	1	7.69
47972	OTHER	5732	BESTBUYCOM8064 19905181	RICHFIELD	MN	85.58	2	42.79	0.00	0	85.58	0.13%	2	5.52
373183	misc	7399	FREMONT RECYCLING AND TRA	FREMONT	CA	85.00	1	85.00	0.00	0	85.00	0.13%	1	0.00
397986	Hydrogen Fuel	5542	CHEVRON 0371910	VACAVILLE	CA	78.29	1	78.29	0.00	0	78.29	0.12%	1	11.19
384466	Computer	5045	CDW GOVT #6682162	800-808-4239	IL	77.44	1	77.44	0.00	0	77.44	0.12%	1	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*IJ98 K3IP3 AMZN	AMZN.COM/BILL	WA	76.81	1	76.81	0.00	0	76.81	0.12%	1	6.82
47979	WHOLESALE TRADE	5051	FECHOMETAL USA LLC	855-522-7289	FL	67.39	1	67.39	0.00	0	67.39	0.10%	1	4.70
47979	WHOLESALE TRADE	5200	HOMEDEPOT.COM	800-430-3376	GA	65.56	1	65.56	0.00	0	65.56	0.10%	1	5.82
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*3S7TP0ZT3	AMZN.COM/BILL	WA	63.19	1	63.19	0.00	0	63.19	0.10%	1	5.62
47970	OFFICE SERVICES	7311	FACEBK 5JB56XN3A2	650-5434800	CA	61.38	1	61.38	0.00	0	61.38	0.09%	1	0.00
47963	BUSINESS EXPENS	9399	CA DEPT PEST REGS LICENSI	916-4453891	CA	60.00	1	60.00	0.00	0	60.00	0.09%	1	0.00

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47970	OFFICE SERVICES	7311	FACEBK WKVETYA4A2	650-5434800	CA	\$ 59.51	1	\$ 59.51	\$ 0.00	0	\$ 59.51	0.09%	1	\$ 0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*UQ9 SF20J3 AMZN	AMZN.COM/BILL	WA	57.67	1	57.67	0.00	0	57.67	0.09%	1	5.12
47970	OFFICE SERVICES	7311	FACEBK KMP5LXJ4A2	650-5434800	CA	56.51	1	56.51	0.00	0	56.51	0.09%	1	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*KH4 XR3NT3 AMZN	AMZN.COM/BILL	WA	50.52	1	50.52	0.00	0	50.52	0.08%	1	4.48
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*LJ3Q557H3	AMZN.COM/BILL	WA	50.46	1	50.46	0.00	0	50.46	0.08%	1	4.48
47971	OFFICE SUPPLIES	5942	AMAZON.COM*AL7 FQ4CE3	AMZN.COM/BILL	WA	50.04	1	50.04	0.00	0	50.04	0.08%	1	4.44
47978	VEHICLE EXPENSE	4784	FASTRAK CSC	415-486-8655	CA	50.00	2	25.00	0.00	0	50.00	0.08%	2	0.00
388846	Olivia	8299	PESTICIDE APPLICATORS PRO	831-4423536	CA	50.00	1	50.00	0.00	0	50.00	0.08%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*LA4416C93	AMZN.COM/BILL	WA	49.35	1	49.35	0.00	0	49.35	0.07%	1	4.38
47979	WHOLESALE TRADE	5085	ENGINEER SUPPLY LLC	800-591-8907	TX	49.24	1	49.24	0.00	0	49.24	0.07%	1	0.00
47978	VEHICLE EXPENSE	5533	FLEETPRIDE720	HAYWARD	CA	47.57	1	47.57	0.00	0	47.57	0.07%	1	4.23
47971	OFFICE SUPPLIES	5942	AMAZON.COM*Q01 DB0N33 AMZN	AMZN.COM/BILL	WA	45.50	1	45.50	0.00	0	45.50	0.07%	1	4.04
		5942	AMAZON.COM*TR6 5X1JM3	AMZN.COM/BILL	WA	45.50	1	45.50	0.00	0	45.50	0.07%	1	4.04
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*FX9Y97SY3	AMZN.COM/BILL	WA	43.88	1	43.88	0.00	0	43.88	0.07%	1	0.00
47979	WHOLESALE TRADE	5074	MORSE HYDRAULICS USA L	FREMONT	CA	40.74	2	20.37	0.00	0	40.74	0.06%	2	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*YB3QX90D3	AMZN.COM/BILL	WA	39.48	1	39.48	0.00	0	39.48	0.06%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*1I2X408I3	AMZN.COM/BILL	WA	35.32	1	35.32	0.00	0	35.32	0.05%	1	3.14

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
373183	misc	7399	AMERICAN NATIONAL STANDAR	212-6424900	NY	\$ 35.00	1	\$ 35.00	\$ 0.00	0	\$ 35.00	0.05%	1	\$ 0.00
47972	OTHER	5999	THOMAS SCIENTIFIC HOLDIN	800-345-2100	NJ	33.13	1	33.13	0.00	0	33.13	0.05%	1	2.06
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*8R7GA95T3	AMZN.COM/BILL	WA	32.90	1	32.90	0.00	0	32.90	0.05%	1	2.92
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*QS2YP01T3	AMZN.COM/BILL	WA	31.82	1	31.82	0.00	0	31.82	0.05%	1	2.83
47966	MAIL/TELEPHON E	5964	ULINE *SHIP SUPPLIES	800-295-5510	WI	30.25	1	30.25	0.00	0	30.25	0.05%	1	1.75
47971	OFFICE SUPPLIES	5942	AMAZON.COM*1F0 N948P3	AMZN.COM/BILL	WA	29.80	1	29.80	0.00	0	29.80	0.05%	1	2.65
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*GP99330G3	AMZN.COM/BILL	WA	29.58	1	29.58	0.00	0	29.58	0.04%	1	2.63
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*M60KR8JX3	AMZN.COM/BILL	WA	28.15	1	28.15	0.00	0	28.15	0.04%	1	2.50
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*SQ03J0LT3	AMZN.COM/BILL	WA	27.43	1	27.43	0.00	0	27.43	0.04%	1	2.44
47972	OTHER	5651	CARHARTT	877-335-4272	MI	27.42	1	27.42	0.00	0	27.42	0.04%	1	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*7P4 DM9XG3	AMZN.COM/BILL	WA	27.40	1	27.40	0.00	0	27.40	0.04%	1	2.43
47979	WHOLESALE TRADE	5044	MYBINDING.COM	800-944-4573	OR	27.26	1	27.26	0.00	0	27.26	0.04%	1	1.72
47971	OFFICE SUPPLIES	5942	AMAZON.COM*7U7 UA5D63 AMZN	AMZN.COM/BILL	WA	26.32	1	26.32	0.00	0	26.32	0.04%	1	2.34
47971	OFFICE SUPPLIES	5942	AMAZON.COM*5W0 XO5UJ3	AMZN.COM/BILL	WA	25.23	1	25.23	0.00	0	25.23	0.04%	1	2.24
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*022BV7HY3	AMZN.COM/BILL	WA	21.94	1	21.94	0.00	0	21.94	0.03%	1	1.95
		5942	AMZN MKTP US*1A3Z15GD3	AMZN.COM/BILL	WA	21.94	1	21.94	0.00	0	21.94	0.03%	1	1.95
		5942	AMZN MKTP US*5H7XC4963	AMZN.COM/BILL	WA	21.94	1	21.94	0.00	0	21.94	0.03%	1	1.95

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*9411F0JJ3	AMZN.COM/BILL	WA	\$ 21.94	1	\$ 21.94	\$ 0.00	0	\$ 21.94	0.03%	1	\$ 1.95
		5942	AMZN MKTP US*FF0ZN4ZK3	AMZN.COM/BILL	WA	21.94	1	21.94	0.00	0	21.94	0.03%	1	1.95
		5942	AMZN MKTP US*FG5FF22O3	AMZN.COM/BILL	WA	21.94	1	21.94	0.00	0	21.94	0.03%	1	1.95
		5942	AMZN MKTP US*IH9S33X83	AMZN.COM/BILL	WA	21.94	1	21.94	0.00	0	21.94	0.03%	1	1.95
		5942	AMZN MKTP US*V09F422L3	AMZN.COM/BILL	WA	21.94	1	21.94	0.00	0	21.94	0.03%	1	1.95
47971	OFFICE SUPPLIES	5942	AMAZON.COM*JQ3 AJ4K33 AMZN	AMZN.COM/BILL	WA	21.93	1	21.93	0.00	0	21.93	0.03%	1	1.94
47971	OFFICE SUPPLIES	5942	AMAZON.COM*T29J S13P3	AMZN.COM/BILL	WA	21.75	1	21.75	0.00	0	21.75	0.03%	1	1.93
373694	8699	8699	CAPIO - CA ASSOCIATION OF	530-9245444	CA	20.00	1	20.00	0.00	0	20.00	0.03%	1	0.00
47971	OFFICE SUPPLIES	5942	AMAZON.COM*MV6 6B4EY3 AMZN	AMZN.COM/BILL	WA	18.58	1	18.58	0.00	0	18.58	0.03%	1	1.65
289779	COMPUTER	5968	WEB*NETWORKSO LUTIONS	888-6429675	FL	15.99	1	15.99	0.00	0	15.99	0.02%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*XM54Z1Z23	AMZN.COM/BILL	WA	15.35	1	15.35	0.00	0	15.35	0.02%	1	1.36
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*HH4CZ6A33	AMZN.COM/BILL	WA	14.61	1	14.61	0.00	0	14.61	0.02%	1	0.83
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*495ST8893	AMZN.COM/BILL	WA	14.26	1	14.26	0.00	0	14.26	0.02%	1	1.27
289779	COMPUTER	5968	AMAZON PRIME*NB57M3JJ3	AMZN.COM/BILL	WA	14.26	1	14.26	0.00	0	14.26	0.02%	1	1.27
		5968	AMAZON PRIME*ND0HN7273	AMZN.COM/BILL	WA	14.26	1	14.26	0.00	0	14.26	0.02%	1	1.27
289779	COMPUTER	5968	AMAZON PRIME*M392G6UB3	AMZN.COM/BILL	WA	13.77	1	13.77	0.00	0	13.77	0.02%	1	0.78
		5968	AMAZON PRIME*RJ44015W3	AMZN.COM/BILL	WA	13.77	1	13.77	0.00	0	13.77	0.02%	1	0.78

Merchant Spend Analysis - Detail

MCCG	Merchant Category Code Group Description	MCC	Merchant Name	Merchant City	Merchant State/ Province	Debit Amount	Nbr of Debit Trans	Average Spend per Debit Trans	Credit Amount	Nbr of Credit Trans	Total Spend	% of Total Spend	Nbr of Trans	Total Sales Tax
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*ME1UR2QR3	AMZN.COM/BILL	WA	\$ 11.35	1	\$ 11.35	\$ 0.00	0	\$ 11.35	0.02%	1	\$ 1.01
47979	WHOLESALE TRADE	5065	WWW.SUPERBRIG HTLEDS.CO	HTTPSWWW.SUP E	MO	9.06	1	9.06	0.00	0	9.06	0.01%	1	0.00
289779	COMPUTER	4816	MICROSOFT*STORE	MSBILL.INFO	WA	0.99	1	0.99	0.00	0	0.99	0.00%	1	0.00
47971	OFFICE SUPPLIES	5734	SPOKEO *8006994264	800-699-4264	CA	0.95	1	0.95	0.00	0	0.95	0.00%	1	0.00
289779	COMPUTER	5968	SPK*SPOKEO SEARCH	800-6994264	CA	0.50	1	0.50	0.00	0	0.50	0.00%	1	0.00
47978	VEHICLE EXPENSE	5533	AUTOZONE #3338	UNION CITY	CA	9.87	1	9.87	9.86	1	0.01	0.00%	2	1.76
47972	OTHER	5732	BESTBUYCOM8064 09588085	RICHFIELD	MN	774.24	1	774.24	774.24	1	0.00	0.00%	2	99.62
289779	COMPUTER	5968	AMAZON PRIME*M392G6UB3	AMZN.COM/BILL	WA	0.00	0	0.00	13.77	1	(13.77)	0.00%	1	0.00
		5968	AMAZON PRIME*RJ44015W3	AMZN.COM/BILL	WA	0.00	0	0.00	13.77	1	(13.77)	0.00%	1	0.00
47971	OFFICE SUPPLIES	5942	AMZN MKTP US*HH4CZ6A33	AMZN.COM/BILL	WA	0.00	0	0.00	14.61	1	(14.61)	0.00%	1	0.00
47979	WHOLESALE TRADE	5251	DIAMOND TOOL	8888793426	PA	0.00	0	0.00	830.00	1	(830.00)	(1.25%)	1	0.00
47979	WHOLESALE TRADE	5169	MAR-LEN SUPPLY INC -CLV	510-782-3555	CA	0.00	0	0.00	2,480.77	1	(2,480.77)	(3.75%)	1	0.00
Total						\$70,328.04			\$4,137.02		\$66,191.02		251	\$ 2,120.17

Total Number of Records: 172

End of Report

Merchant Spend Analysis - Detail Output Parameter Page

Cycle Close Date Range: 01/2021 to 03/2021
Report Type: Detail
Merchant Profile Source: Association
Merchant Names: All
Merchant Category Code Group: All
Merchant States: All

Sort Report By: (1) Total Spend, (2) No Sort, (3) No Sort, (4) No Sort
Break/Subtotal Level: No Break/Subtotal

Processing Hierarchy Position:	<u>Bank</u>	<u>Agent</u>	<u>Company</u>	<u>Division</u>	<u>Department</u>
	1425	3135	51756	All	All



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**APRIL 26, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM #16**

TITLE: **Board Expenses for 3rd Quarter of Fiscal Year 2021 (*This is an Information Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, Business Services Manager/CFO
Laurie Brenner, FAST Team Coach

Recommendation

Information only.

Previous Board Action

None

Background

Please see attached the Board of Directors Quarterly Travel and Training Expenditure Report for the 3rd quarter of Fiscal Year 2021.

BOARD OF DIRECTORS
QUARTERLY TRAVEL AND TRAINING EXPENDITURE REPORT
3RD QTR, FISCAL YEAR 2021

Board Members	Description	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Beginning Balance	Y-T-D Expense	Balance Available
FERNANDEZ, MANNY								
	TOTAL	0.00	0.00	0.00	0.00	5000.00	0.00	5000.00
HANDLEY, TOM								
	Virtual State of the City - Fremont Chamber of Commerce		25.00					
	TOTAL	0.00	25.00	0.00	0.00	5000.00	25.00	4975.00
HARRISON, JENNIFER								
	TOTAL	0.00	0.00	0.00	0.00	5000.00	0.00	5000.00
KITE, PAT								
	Lorman All Access Education Pass			489.30				
	TOTAL	0.00	0.00	489.30	0.00	5000.00	489.30	4510.70
LATHI, ANJALI								
	2020 Virtual Special Districts Legislative Days	150.00						
	2020 Annual CASA Conference Registration	125.00						
	Lorman All Access Education Pass	699.00						
	Virtual State of the City - Fremont Chamber of Commerce		25.00					
	CWEA Association Membership			192.00				
	TOTAL	974.00	25.00	192.00	0.00	5000.00	1,191.00	3809.00
	GRAND TOTAL	974.00	50.00	681.30	0.00	25000.00	1,705.30	23294.70

The Board of Directors' Quarterly Expenditure Report is attached as part of the check register in accordance with Board Member Business Expense policy adopted September 5, 1991



Summary of the EBDA Commission Meeting
Thursday, March 18, 2021, at 9:30 a.m.

- Commissioners Cutter, Duncan, Johnson, Lamnin, and Toy were present. This meeting was conducted telephonically and the dial-in information for the meeting was provided in the agenda.
- Commissioner Toy moved to approve the Commission Meeting Minutes of February 18, 2021; List of Disbursements for February 2021; Treasurer's Report for February 2021; and Second Quarter Expense Summary, Fiscal Year 2020/2021. The motion was seconded by Commissioner Duncan and carried 5-0.
- The Commission unanimously approved the reports from the Managers Advisory, Financial Management, Operations & Maintenance, and Regulatory Affairs Committees. The following items were discussed:
- **General Managers Report**
The General Manager (GM) advised the Commission that EBDA has received a complete draft of edits to the LAVWMA Master Agreement from LAVWMA's attorney Alexandria Barnhill of Jarvis, Fay & Gibson. Staff and legal counsel are reviewing the draft agreement and will bring it to the Commission in the coming months.
- **Managers Advisory Committee (MAC)**
The GM reported that there is consensus among the MAC to continue with the Cargill Brine Project at this stage. The MAC discussed the Reserve Policy and EBDA's cash flow issue. The MAC recommends that funds be collected from the member agencies semi-annually rather than quarterly. Staff will incorporate this funding option into the FY2021/2022 Budget proposal.
- **Financial Management Committee**
The GM reported on the Financial Management Committee, which met on March 16, 2021, noting the Committee's review of the List of Disbursements, Treasurer's Report, and second quarter expense report. Staff will develop a cash flow summary diagram to review with the Committee.

The Finance Committee recommended staff continue to report Cargill expenditures separately for this fiscal year. However, the 2021/2022 Budget proposal will include a new fund for the Cargill Brine Project. The Committee recommends staying with Wells Fargo but advised of an alternate banking opportunity through the Alameda County Public Bank Initiative that will be available in the future. The Committee recommends taking a CERBT fund disbursement for FY2020/2021 OPEB expenses and recommends considering using the funds to cover pension liabilities. Commissioner Lamnin advised of a potential conflict of interest with Hanson Bridgett.

- **Regulatory Affairs Committee**
The GM reported on the Regulatory Affairs Committee, which met on March 17, 2021, and reviewed current compliance data, the Authority's Annual NPDES Report, and the regional Group Annual Report

for nutrients prepared by BACWA. Lastly, the Committee discussed the key regulatory issues in BACWA's issue summary.

- **Operations and Maintenance (O&M) Committee**

The O&M Manager reported on the Operations and Maintenance Committee, which met on March 16, 2021, and discussed the status of EBDA facilities. The O&M Manager reviewed NPDES compliance data and provided an overview of current projects.

The GM provided an update on COVID-19 vaccine status and wastewater-based epidemiology. The GM reported on the Cargill Brine Project and next steps as EBDA begins the CEQA process. Staff anticipates that contract negotiation with Cargill will take place in the summer of 2021. The Sonoma County Water Agency continues to prepare key AQPI agreements for adoption.

- **Resolution to Approve Revisions to the Authority's Classification Plan**

Commissioner Lamnin moved to adopt the resolution. The resolution was seconded by Commissioner Cutter and carried unanimously, 5-0 by roll call vote.

Ayes: Commissioners Toy, Duncan, Cutter, Lamnin, Chair Johnson
Noes: None
Absent: None
Abstain: None

- **Items from Commission and Staff**

The Commission Chair noted that the General Manager's out-of-state remote work arrangement has concluded. Staff reminded the Authority's designated filers that the FPPC Statement of Economic Interest filings are due by April 1.

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**APRIL 26, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 18**

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

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

Recommendation

Information only.

Discussion

None.

Background

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

Previous Board Action

None.

**UNION SANITARY DISTRICT
CHECK REGISTER
04/03/2021-04/16/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
177226	4/8/2021	143	210113	OVERAA	PRIMARY DIGESTER NO. 7	\$530,992.05	\$530,992.05
177213	4/8/2021	114	2011800214	HAZEN AND SAWYER	MP - AERATION BASIN MODIFICATIONS	\$363,815.15	\$363,815.15
177214	4/8/2021	114	2011800310	HAZEN AND SAWYER	CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$135,180.33	\$164,744.11
	4/8/2021	114	201180041		ETSU PHASE 1B PROJECT	\$29,563.78	
177200	4/8/2021	143	196674	CAROLLO ENGINEERS	AERATION BLOWER 11 (HIGH SPEED)	\$8,333.40	\$84,749.63
	4/8/2021	143	196584		PRIMARY DIGESTER NO. 7	\$69,821.62	
	4/8/2021	143	196562		CHERRY ST. PS	\$5,409.70	
	4/8/2021	143	196520		PRIMARY DIGESTER NO. 2 REHABILITATION	\$1,184.91	
177205	4/8/2021	173	2019378	FARALLON GEOGRAPHICS INC	NRB (NON RESIDENTIAL BILLING) REPLACEMENT	\$41,100.00	\$41,100.00
177227	4/8/2021	143	210113E	OVERAA	PRIMARY DIGESTER NO. 7 - ESCROW PYMT	\$27,946.95	\$27,946.95
177258	4/15/2021	143	11402417	BROWN & CALDWELL CONSULTANTS	STANDBY POWER SYSTEM UPGRADE	\$24,750.24	\$24,750.24
177198	4/8/2021	143	11400045	BROWN & CALDWELL CONSULTANTS	PRIMARY DIGESTER NO. 7	\$21,416.23	\$21,416.23
177283	4/15/2021		39974	PREFERRED BENEFIT INSUR ADMINS	APRIL 2021 DELTA DENTAL STMT	\$17,680.28	\$20,906.68
	4/15/2021		39975		APRIL 2021 VSP STMT	\$3,226.40	
177216	4/8/2021	143	W8Y02800010	JACOBS ENGINEERING GROUP, INC	PLANT ODOR CONTROL PILOT STUDY	\$9,430.00	\$20,113.04
	4/8/2021	114	D3447900001		MP - AERATION BASIN MODIFICATIONS	\$10,683.04	

**UNION SANITARY DISTRICT
CHECK REGISTER
04/03/2021-04/16/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
177228	4/8/2021	110	224720210330	PACIFIC GAS AND ELECTRIC	SERV TO 03/23/21 CS TRAINING TRAILER	\$878.78	\$19,079.90
	4/8/2021	170	761520210326		SERV TO 03/25/21 NEWARK PS	\$18,201.12	
177294	4/15/2021		533620210322	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - MAR 2021	\$18,152.89	\$18,152.89
177292	4/15/2021	110	49032964	UNIVAR SOLUTIONS USA INC	4899.8 GALS SODIUM HYPOCHLORITE	\$3,539.50	\$14,085.63
	4/15/2021	110	49039400		4898.1 GALS SODIUM HYPOCHLORITE	\$3,538.27	
	4/15/2021	110	49042687		4900 GALS SODIUM HYPOCHLORITE	\$3,539.65	
	4/15/2021	110	49045928		4801.1 GALS SODIUM HYPOCHLORITE	\$3,468.21	
177239	4/8/2021	110	49026439	UNIVAR SOLUTIONS USA INC	4890 GALS SODIUM HYPOCHLORITE	\$3,532.42	\$13,965.29
	4/8/2021	110	49017733		4897.3 GALS SODIUM HYPOCHLORITE	\$3,537.70	
	4/8/2021	110	49014364		4748.5 GALS SODIUM HYPOCHLORITE	\$3,430.21	
	4/8/2021	110	49020629		4796.6 GALS SODIUM HYPOCHLORITE	\$3,464.96	
177263	4/15/2021	170	16103	CRANE WORKS INC	DRY WELL HOIST REPAIRS	\$4,175.87	\$10,294.08
	4/15/2021	170	16107		2021 CRANE INSPECTIONS	\$6,118.21	
177217	4/8/2021		37432220210401	LINCOLN NATIONAL LIFE INS COMP	LIFE & DISABILITY INSURANCE - APR 2021	\$9,536.98	\$9,536.98
177244	4/8/2021	143	2044127	WEST YOST ASSOCIATES	GRAVITY SEWER REHAB/REPLACEMENT	\$7,574.50	\$8,342.00
	4/8/2021	141	2044398		FM RELOCATION NEAR HICKORY STREET	\$767.50	
177266	4/15/2021	170	246583	FRANK A OLSEN COMPANY	5 CHECK VALVES	\$6,968.19	\$6,968.19

**UNION SANITARY DISTRICT
CHECK REGISTER
04/03/2021-04/16/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
177210	4/8/2021	110	9824496393	GRAINGER INC	ASTD PARTS & MATERIALS	\$1,265.05	\$6,616.97
	4/8/2021	170	9820701143		2 CFL BULBS	\$9.29	
	4/8/2021	111	9825205629		ASTD PARTS & MATERIALS	\$101.41	
	4/8/2021	111	9824824487		ASTD PARTS & MATERIALS	\$126.76	
	4/8/2021	170	9825746416		ASTD PARTS & MATERIALS	\$12.22	
	4/8/2021	111	9824824495		ASTD PARTS & MATERIALS	\$101.41	
	4/8/2021	111	9822416039		20 PLASTIC CLAMPS	\$22.73	
	4/8/2021	170	9819730475		ASTD PARTS & MATERIALS	\$41.70	
	4/8/2021	170	9821654614		1 PARTS WASHER	\$3,947.32	
	4/8/2021	111	9824055595		ASTD PARTS & MATERIALS	\$989.08	
177201	4/8/2021	120	3616	COMMERCIALTRANSPORTATION SVCS	COMMERICAL DRIVERS TRAINING- YBARRA-MARTINEZ	\$5,745.00	\$5,745.00
177204	4/8/2021	143	260362	ENGEO INCORPORATED	ALAMEDA CREEK-FORCEMAIN CROSSING GEOTECH	\$5,666.99	\$5,666.99
177218	4/8/2021	173	22282	LOOKINGPOINT INC	BACKUP IMPROVEMENTS CONSULTING SERVICE	\$5,500.00	\$5,500.00

**UNION SANITARY DISTRICT
CHECK REGISTER
04/03/2021-04/16/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
177247	4/15/2021	120	4110541620210401	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 03/31/21-MTR HYD B15001102	\$818.55	\$5,417.81
	4/15/2021	120	4110541120210401		SERV TO: 03/31/21-MTR HYD B34041338	\$662.29	
	4/15/2021	120	4110540720210401		SERV TO: 03/31/21-MTR HYD B16484398	\$547.39	
	4/15/2021	120	4110552220210401		SERV TO: 03/31/21-MTR HYD B29389779	\$547.39	
	4/15/2021	120	4110552320210401		SERV TO: 03/31/21-MTR HYD B32896066	\$547.39	
	4/15/2021	120	4110541020210401		SERV TO: 03/31/21-MTR HYD B15000284	\$561.18	
	4/15/2021	120	4110540920210401		SERV TO: 03/31/21-MTR HYD B14830349	\$763.40	
	4/15/2021	120	4110541320210401		SERV TO: 03/31/21-MTR HYD B16435275	\$970.22	
177289	4/15/2021	123	8600	TITUS INDUSTRIAL GROUP INC	5 MANHOLE COVER & FRAME ASSEMBLY	\$4,212.78	\$4,212.78
177268	4/15/2021		201682102	GATEWAY PRODUCTS GROUP INC	12 SPARK PLUGS	\$4,143.12	\$4,143.12
177238	4/8/2021	130	164168	THE NYHART COMPANY	OPEB ACTUARIAL CONSULTING	\$4,000.00	\$4,000.00
177229	4/8/2021		22122657	PFM ASSET MANAGEMENT LLC	INVESTMENT MANAGEMENT / ADVISORY SERVICES	\$3,794.07	\$3,794.07
177235	4/8/2021	110	21031018	S&S TRUCKING	GRIT HAULING 03/01 & 03/05/2021	\$1,783.64	\$3,532.84
	4/8/2021	110	21030513		GRIT HAULING 02/24/2021	\$962.85	
	4/8/2021	110	21031803		GRIT HAULING 03/10/2021	\$786.35	
177237	4/8/2021	144	20454464	TELEDYNE ISCO INC	12 BATTERIES / 2 PROBES	\$3,396.81	\$3,396.81
177259	4/15/2021	170	323352300	BUCKLES SMITH ELECTRIC	1 AB CONTROLLER	\$3,362.01	\$3,362.01
177281	4/15/2021	141	221000316	NBS	SEWER SERVICE CHARGE DATA SERV APR - JUN 2021	\$3,311.55	\$3,311.55
177253	4/15/2021	121	21712	BAYSCAPE LANDSCAPE MANAGEMENT	LANDSCAPE MAINTENANCE SERVICES - MAR 2021	\$3,215.00	\$3,215.00

**UNION SANITARY DISTRICT
CHECK REGISTER
04/03/2021-04/16/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
177240	4/8/2021		9875957875	VERIZON WIRELESS	WIRELESS SERV & TABLETS 02/21/21-03/21/21	\$3,128.84	\$3,128.84
177277	4/15/2021		20900	MONARCH PLUMBING & ROOTER INC	REFUND # 35434	\$500.00	\$3,000.00
	4/15/2021		26079		REFUND # 36518	\$2,500.00	
177208	4/8/2021		20210408	MOHAMMAD GHOURY	COMPUTER NOTE	\$2,999.98	\$2,999.98
177252	4/15/2021	143	7290	BAY AREA COATING CONSULTANT	COATINGS INSPECTION - PRIMARY DIGESTER NO. 2 REHAB	\$2,771.50	\$2,771.50
177233	4/8/2021	120	916004506083	REPUBLIC SERVICES #916	RECYCLE & ROLL OFF - APR 2021	\$2,759.89	\$2,759.89
177275	4/15/2021		56356341	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$144.74	\$2,601.82
	4/15/2021	170	55450950		ASTD PARTS & MATERIALS	\$1,147.40	
	4/15/2021	170	55525536		ASTD PARTS & MATERIALS	\$266.93	
	4/15/2021	122	56304605		ASTD PARTS & MATERIALS	\$55.60	
	4/15/2021	170	55459078		ASTD PARTS & MATERIALS	\$69.84	
	4/15/2021		56208658		ASTD PARTS & MATERIALS	\$703.91	
	4/15/2021	170	55378549		ASTD PARTS & MATERIALS	\$213.40	
177297	4/15/2021	123	47334	WECO INDUSTRIES LLC	8 ADAPTERS	\$2,527.06	\$2,527.06
177231	4/8/2021		10104	PRO-PIPE SERVICES	REFUND # 36512	\$2,500.00	\$2,500.00
177234	4/8/2021		9972	ROBSON HOMES LLC	REFUND # 36507	\$2,500.00	\$2,500.00
177191	4/8/2021		69573	3T EQUIPMENT COMPANY INC	10 PIPE PATCH KITS WINTER	\$2,498.95	\$2,498.95
177225	4/8/2021	170	133135	NEW IMAGE LANDSCAPING CO	LANDSCAPE MAINTENANCE - FMC - MAR 2021	\$2,385.68	\$2,385.68

**UNION SANITARY DISTRICT
CHECK REGISTER
04/03/2021-04/16/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
177265	4/15/2021		396825	DALE HARDWARE INC	84 PURDY ROLLERS	\$476.29	\$2,124.48
	4/15/2021		20210325		03/21 - ASTD PARTS & MATERIALS	\$1,330.49	
	4/15/2021		395326		120 PURDY ROLLERS	\$317.70	
177192	4/8/2021		543578885564	AMAZON.COM LLC	4 DISINFECTANT SPRAY	\$174.04	\$2,089.90
	4/8/2021		20210310		03/21 - ASTD OFFICE SUPPLIES	\$1,915.86	
177262	4/15/2021	110	1579	CHEMVAL CONSULTING INC	LAB INTERNAL AUDITING CONSULTING	\$1,950.00	\$1,950.00
177285	4/15/2021	110	21032311	S&S TRUCKING	GRIT HAULING 03/19/2021	\$833.09	\$1,899.88
	4/15/2021	110	21032413		GRIT HAULING 03/15/2021	\$1,066.79	
177298	4/15/2021	121	21031919	WESTERN SHELVING & RACK INC	ASTD SHELVING	\$1,840.42	\$1,840.42
177211	4/8/2021	170	95725280	H & E EQUIPMENT SERVICES INC	STRAIGHT BOOM RENTAL 03/04/2021 - 03/12/2021	\$1,837.17	\$1,837.17
177202	4/8/2021	143	3445048	DAILY JOURNAL CORPORATION	AD: CATHODIC PROTECTION IMPROVEMENTS - PLANT	\$1,556.88	\$1,801.80
	4/8/2021	114	3447679		AD: NOTICE OF HEARING	\$244.92	
177224	4/8/2021	173	19459	NEOGOV	NEOGOV GOVERNMENTJOBS.COM SUBSCRIPTION	\$1,575.71	\$1,575.71
177230	4/8/2021	170	24775	PRIME MECHANICAL SERVICE INC	MONTHLY MAINTENANCE - FEB 21	\$915.00	\$1,487.00
	4/8/2021	170	24777		SEMI ANNUAL MAINTENANCE - FEB 21	\$572.00	
177219	4/8/2021		55938349	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$954.69	\$1,460.09
	4/8/2021		55121849		ASTD PARTS & MATERIALS	\$505.40	

**UNION SANITARY DISTRICT
CHECK REGISTER
04/03/2021-04/16/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
177287	4/15/2021		732693933702	STAPLES CONTRACT & COMMERCIAL	JANITORIAL & BREAKROOM SUPPLIES	\$108.56	\$1,326.73
	4/15/2021		732587928801		JANITORIAL & BREAKROOM SUPPLIES	\$595.78	
	4/15/2021		732620365201		JANITORIAL & BREAKROOM SUPPLIES	\$349.01	
	4/15/2021		732693933701		JANITORIAL & BREAKROOM SUPPLIES	\$273.38	
177261	4/15/2021	173	9741445	CDW GOVERNMENT LLC	2 APC REPLACEMENT BATTERY	\$1,282.11	\$1,282.11
177221	4/8/2021	170	2131543	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - APR 2021	\$1,245.43	\$1,245.43
177279	4/15/2021		20210331	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - MAR 2021	\$1,228.40	\$1,228.40
177257	4/15/2021	121	131411	BRENNTAG PACIFIC INC	3828 LBS SODIUM HYDROXIDE	\$1,169.61	\$1,169.61
177197	4/8/2021	121	129453	BRENNTAG PACIFIC INC	2552 LBS SODIUM HYDROXIDE	\$752.94	\$1,131.15
	4/8/2021	121	129452		1276 LBS SODIUM HYDROXIDE	\$378.21	
177222	4/8/2021		24107526	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$192.65	\$1,117.39
	4/8/2021	170	24106296		ASTD PARTS & MATERIALS	\$489.52	
	4/8/2021		24107266		ASTD PARTS & MATERIALS	\$126.10	
	4/8/2021		24107991		5 BATTERY PACKS	\$309.12	
177276	4/15/2021	114	2128148	MOBILE MODULAR MANAGEMENT CORP	ETSU TEMPORARY OFFICE SPACE	\$1,071.05	\$1,071.05
177236	4/8/2021	170	85340220210322	SAN FRANCISCO WATER DEPT	SERVICE 02/18/2021 - 03/19/21	\$1,046.69	\$1,046.69
177296	4/15/2021	113	8804206109	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$259.91	\$996.47
	4/15/2021	113	8804206108		LAB SUPPLIES	\$541.00	
	4/15/2021	113	8804168112		LAB SUPPLIES	\$195.56	

**UNION SANITARY DISTRICT
CHECK REGISTER
04/03/2021-04/16/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
177243	4/8/2021	121	47257	WECO INDUSTRIES LLC	CAMERA REPAIRS	\$58.31	\$988.90
	4/8/2021	121	47255		CAMERA REPAIRS	\$930.59	
177206	4/8/2021	143	731863065	FEDERAL EXPRESS CORPORATION	SHIPPING SERVICE - CIP PLANT ODOR CONTROL PILOT STUDY	\$963.14	\$963.14
177232	4/8/2021		20210401	REFURB I.T.	THIRD PARTY CLAIM	\$933.00	\$933.00
177203	4/8/2021	173	513437	DLT SOLUTIONS, LLC	AWS CLOUD STORAGE - FEB 2021	\$914.17	\$914.17
177199	4/8/2021	113	619827	CALTEST ANALYTICAL LABORATORY	13 LAB SAMPLE ANALYSIS	\$899.75	\$899.75
177251	4/15/2021	136	2522369954	BANK OF NEW YORK	FEB 2021 SERVICE FEES	\$884.59	\$884.59
177242	4/8/2021	113	8804132336	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$106.67	\$871.13
	4/8/2021		8804069474		LAB SUPPLIES	\$764.46	
177280	4/15/2021	121	222001	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$443.50	\$858.20
	4/15/2021	121	221909		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$414.70	
177290	4/15/2021		7411	TRALIAN HOLDINGS, LLC	HARASSMENT PREVENTION CBT	\$844.00	\$844.00
177255	4/15/2021	143	32163	BEECHER ENGINEERING	STANDBY POWER UPGRADES	\$800.00	\$800.00
177193	4/8/2021		1102510359	ARAMARK	UNIFORM LAUNDERING & RUGS	\$264.10	\$660.98
	4/8/2021		1102510418		ASTD DUST MOPS, WET MOPS & TERRY	\$47.32	
	4/8/2021		1102510377		UNIFORM LAUNDERING SERVICE	\$349.56	
177250	4/15/2021		1102513886	ARAMARK	UNIFORM LAUNDERING SERVICE	\$348.56	\$658.22
	4/15/2021		1102513869		UNIFORM LAUNDERING & RUGS	\$309.66	
177194	4/8/2021	114	15941471	BLAISDELL'S	1 SIT/STAND WORKSTATION	\$625.56	\$625.56

**UNION SANITARY DISTRICT
CHECK REGISTER
04/03/2021-04/16/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
177274	4/15/2021	113	2103048	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$123.00	\$594.00
	4/15/2021	113	2103B20		LAB SAMPLE ANALYSIS	\$259.00	
	4/15/2021	113	2102949		LAB SAMPLE ANALYSIS	\$212.00	
177269	4/15/2021		604277239	HILLYARD/SAN FRANCISCO	ASST JANITORIAL SUPPLIES	\$555.14	\$555.14
177272	4/15/2021	170	62600000221649	KELLY-MOORE PAINT COMPANY	ASTD PAINTING SUPPLIES	\$503.33	\$503.33
177291	4/15/2021		26090	TRENCHFREE INC	REFUND # 36517	\$500.00	\$500.00
177215	4/8/2021	132	7737376	JACKSON LEWIS PC	GENERAL LEGAL - FEB 2021	\$418.00	\$418.00
177282	4/15/2021	170	380420210401	PACIFIC GAS AND ELECTRIC	SERV TO 03/31/21 CHERRY ST PS	\$330.04	\$367.15
	4/15/2021	170	096020210401		SERV TO 03/31/21 CATHODIC PROJECT	\$37.11	
177246	4/15/2021	121	9111262915	AIRGAS NCN	ASTD PARTS & MATERIALS	\$36.44	\$339.93
	4/15/2021	122	9111320651		ASTD PARTS & MATERIALS	\$254.85	
	4/15/2021	121	9111262874		ASTD PARTS & MATERIALS	\$48.64	
177207	4/8/2021	170	246542	FRANK A OLSEN COMPANY	42 VALVE GASKETS	\$326.54	\$326.54
177299	4/15/2021	132	20210412	JASON YEATES	EXP REIMB: ASQ YELLOW BELT EXAM	\$294.00	\$294.00
177286	4/15/2021		2023598001	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$272.31	\$272.31
177270	4/15/2021	173	6048097	INTRADO LIFE & SAFETY INC	E911 CLOUD SERVICE	\$250.00	\$250.00
177220	4/8/2021	120	1050072	MISSION COMMUNICATIONS LLC	ANNUAL MANHOLE MONITOR SERVICE PACKAGE RNWL	\$227.40	\$227.40
177209	4/8/2021	173	20210406	MICHAEL GILL	EXP REIMB: NETWORK DEVICE BACKUP SOFTWARE	\$222.72	\$222.72
177273	4/15/2021		5060055	MALLORY SAFETY AND SUPPLY LLC	60 PR GLOVES	\$198.84	\$198.84

**UNION SANITARY DISTRICT
CHECK REGISTER
04/03/2021-04/16/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
177256	4/15/2021	120	16004070	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$59.54	\$186.78
	4/15/2021	143	15993710		ASTD OFFICE SUPPLIES	\$127.24	
177241	4/8/2021	170	2021162068	VISION BUSINESS PRODUCTS	3 UPS BATTERIES	\$170.36	\$170.36
177245	4/8/2021	143	187496	WOODARD & CURRAN INC	IRVINGTON BASIN RCP REHABILITATION	\$162.00	\$162.00
177284	4/15/2021	170	423924	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS	\$154.69	\$154.69
177288	4/15/2021	111	20210408	SWRCB - STATE WATER RESOURCES	GRADE III OPERATOR CERTIFICATE RENEWAL - T. HUGHES	\$150.00	\$150.00
177196	4/8/2021	130	20210407	GENE BOUCHER	EXP REIMB: OST TEAM RECOGNITION	\$144.73	\$144.73
177271	4/15/2021	122	232296	JACK JAMES TOWING INC	TOW SERVICE: T1066 UNION CITY TO PLANT	\$125.00	\$125.00
177195	4/8/2021	144	15976760	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$112.57	\$112.57
177212	4/8/2021		3P7383	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS	\$111.80	\$111.80
177223	4/8/2021	121	221756	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$78.59	\$78.59
177264	4/15/2021	144	3452142	DAILY JOURNAL CORPORATION	AD: PUBLIC NOTICE	\$59.36	\$59.36
177260	4/15/2021	170	40024095	BUREAU VERITAS/ANALYSTS INC	1 LAB SAMPLE ANALYSIS	\$25.65	\$25.65
177278	4/15/2021	170	7877073	MOTION & FLOW CONTROL PRODUCTS	ASTD PARTS & MATERIALS	\$25.10	\$25.10
177293	4/15/2021	136	98XW53121	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 03/20/21	\$23.97	\$23.97
177254	4/15/2021	173	24189300	BECK'S SHOES	CREDIT: SAFETY SHOES: M. GILL	\$-191.29	\$22.29
	4/15/2021	173	24312300		SAFETY SHOES: M. GILL	\$208.00	
	4/15/2021	173	24142900		SAFETY SHOES: M. GILL	\$5.58	
177295	4/15/2021		9876613029	VERIZON WIRELESS	WIRELESS SERV 03/02/21-04/01/21	\$21.20	\$21.20

**UNION SANITARY DISTRICT
CHECK REGISTER
04/03/2021-04/16/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
177249	4/15/2021	170	8480104681	ANDRITZ SEPARATION INC	CENTRIFUGE REDEX PARTS	\$20.21	\$20.21
177248	4/15/2021	170	5011960002	ALAMEDA ELECTRICAL DISTR. INC.	ASTD ELECTRICAL SUPPLIES	\$17.91	\$17.91
177267	4/15/2021	141	169540	FREMONT RUBBER STAMP CO INC	1 REPLACEMENT INK PAD	\$11.72	\$11.72

Invoices:

Credit Memos :	1	-191.29
\$0 - \$1,000 :	108	39,523.40
\$1,000 - \$10,000 :	57	191,188.33
\$10,000 - \$100,000 :	10	279,316.15
Over \$100,000 :	3	1,029,987.53
Total:	179	1,539,824.12

Checks:

\$0 - \$1,000 :	47	18,591.40
\$1,000 - \$10,000 :	47	145,120.85
\$10,000 - \$100,000 :	12	316,560.56
Over \$100,000 :	3	1,059,551.31
Total:	109	1,539,824.12

WHATS HAPPENINGS TRI CITY VOICE

This space for filing stamp only

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

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

CNS#: 3452142

Public Notice
FOR IMMEDIATE RELEASE:
UNION SANITARY DISTRICT
5072 BENSON ROAD
UNION CITY, CA 94587
CONTACT: SAMI GHOSAIN
(510) 477-7600

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of ALAMEDA) ss

Notice Type: GPN - GOVT PUBLIC NOTICE

Ad Description:
2020 SNC Public Notice

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

03/23/2021

Executed on: 03/23/2021
At Los Angeles, California

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



Signature



* A 000005675596 *

Email

NOTICE OF SIGNIFICANT VIOLATOR
Notice is hereby given that, pursuant to the requirements of 40 CFR Section 403.8 (f) (2)(viii) of the General Pretreatment Regulations for New and Existing Sources, the Union Sanitary District (USD) is required to publish the names of all dischargers to the District's wastewater treatment plant that were in Significant Non Compliance (SNC) with EPA Pretreatment Regulations and/or the District's Sewer Ordinance No. 36.04 requirements at any time during the 2020 calendar year.

The following discharger to Union Sanitary District's treatment plant had significant violations during 2020:

Kaiser Permanente Hospital Fremont
39400 Paseo Padre Parkway,
Fremont, CA

Routine compliance sampling of Kaiser Permanente Hospital Fremont detected a Total Oil and Grease concentration of 610 mg/L, which is in excess of the allowable USD local limit of 300 mg/L. Kaiser was issued Notice of Violation N20-008, which required it to determine the cause of the violation, take immediate action to prevent a reoccurrence and to perform self-monitoring to confirm its compliance status. Kaiser was issued an Administrative Penalty, which has been paid.

Kaiser was classified as Significant Non-Compliance (SNC) for exceeding the Technical Review Criteria (TRC) Local Limit for Total Oil and Grease during the April - September Evaluation Period of 2020 in accordance with 40 CFR 403.8(f)(2)(viii)(B), defined as those in which 33 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH).

3/23/21

CNS-3452142#

Argus

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

2003193

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

PROOF OF PUBLICATION

FILE NO. 3452141

In the matter of

Argus

The Argus

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

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

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

03/26/2021

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

Dated: March 28, 2021

Arshini Lloyd

Public Notice Advertising Clerk

Legal No.

0006561347

Public Notice
FOR IMMEDIATE
RELEASE:
UNION SANITARY
DISTRICT
5072 BENSON ROAD
UNION CITY, CA 94587
CONTACT:
SAMI GHOSAIN
(510) 477-7600

NOTICE OF SIGNIFICANT VIOLATOR

Notice is hereby given that, pursuant to the requirements of 40 CFR Section 403.8 (f) (2)(viii) of the General Pretreatment Regulations for New and Existing Sources, the Union Sanitary District (USD) is required to publish the names of all dischargers to the District's wastewater treatment plant that were in Significant Non Compliance (SNC) with EPA Pretreatment Regulations and/or the District's Sewer Ordinance No. 36.04 requirements at any time during the 2020 calendar year.

The following discharger to Union Sanitary District's treatment plant had significant violations during 2020:

Kaiser Permanente Hospital Fremont
39400 Paseo Padre Parkway,
Fremont, CA

Routine compliance sampling of Kaiser Permanente Hospital Fremont detected a Total Oil and Grease concentration of 610 mg/L, which is in excess of the allowable USD local limit of 300 mg/L. Kaiser was issued Notice of Violation N20-008, which required it to determine the cause of the violation, take immediate action to prevent a re-occurrence and to perform self-monitoring to confirm its compliance status. Kaiser was issued an Administrative Penalty, which has been paid.

Kaiser was classified as Significant Non-Compliance (SNC) for exceeding the Technical Review Criteria (TRC) Local Limit for Total Oil and Grease during the April - September Evaluation Period of 2020 in accordance with 40 CFR 403.8(f)(2)(viii)(B), defined as those in which 33 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH).

3/26/21
CNS-3452141#
THE ARGUS
AR 3561347
Mar. 26, 2021





Detergent pod polymers may be polluting the environment

Study projects that 7,000 metric tons of detergent-pod PVA persist after wastewater treatment each year in the US

by [Katherine Bourzac](#) APRIL 14, 2021 | APPEARED IN VOLUME 99, ISSUE 14



Credit: Shutterstock

Polyvinyl alcohol detergent pod coatings dissolve in the washing machine, but the polymer itself may not be degraded by wastewater treatment.

Plastic detergent pods that can be tossed into the washing machine or dishwasher are encapsulated in water-soluble polyvinyl alcohol. When the machine turns on, the pod's outer casing dissolves, freeing the soap within, and the PVA goes down the drain. Charles Rolsky and Varun Kelkar, graduate students at Arizona State University, wanted to know what happens next.

Their preliminary results, which Rolsky presented Tuesday at ACS Spring 2021, a meeting of the American Chemical Society, suggest that the material is not broken down completely by wastewater treatment. In a session in the Division of Polymeric Materials Science and Engineering, Rolsky said their research suggests about 7,000 metric tons of PVA evade degradation by wastewater treatment every year in the US.

To get to that number, Rolsky and Kelkar pulled together consumer information about detergent pod consumption, data on state-by-state water usage and wastewater treatment plant infrastructure, and what's known about the necessary conditions for PVA degradation. They estimate that about 4% of the PVA from detergent pods is discharged undigested in treated water, while about 65% of it ends up in sludge that settles out and is buried in landfills, applied to agricultural lands, or incinerated.

If PVA is entering US waterways, there are several reasons to be concerned, said Rolsky. The material may absorb pesticides and heavy metals, and it can act as a foaming agent, harming aquatic ecosystems. "We hope this will serve as a call to study this further," Rolsky said at the meeting. He said their modeling work needs to be verified by studying PVA degradation at wastewater treatment plants and under lab conditions designed to mimic the plants.