



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

**Monday, July 12, 2021
Regular Meeting - 4:00 P.M.**

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

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

CORONAVIRUS (COVID-19) ADVISORY NOTICE

Consistent with Executive Order No. N-08-21 from the Executive Department of the State of California, and Alameda County Health Officer Order No. 21-01a, the Monday, July 12, 2021, Regular Board Meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting. **To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by following the steps listed below, and may provide public comment by sending comments to the Board Clerk by email at assistanttogm@unionsanitary.ca.gov before or during the meeting or via voicemail by calling 510-477-7599 before 3:00 p.m. on the date of the meeting.** Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Board President's discretion. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received after the agenda item is heard but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

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

To listen to this Regular Board Meeting:

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

Meeting ID: 858 0518 1821 #

Participant ID: #

Click the Zoom link below to watch and listen:

<https://us02web.zoom.us/j/85805181821>

	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 June 28, 2021.
	5.	Written Communications.
	6.	Public Comment. Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available in the Boardroom and are requested to be completed prior to the start of the meeting.
Motion	7.	Consider Adoption of a Resolution Setting the Time and Place for Holding Regular Meetings of the Union Sanitary District Board of Directors.
Motion	8.	Authorize the General Manager to Execute an Encroachment Agreement with Turk Island Ventures, LLC for Tract 7728 – Turk Island in the City of Union City (<i>to be reviewed by the Legal/Community Affairs Committee</i>).
Motion	9.	Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. for the Plant Miscellaneous Improvements Project (<i>to be reviewed by the Engineering and Information Technology Committee</i>).
Motion	10.	Consider a Motion to Cancel the November 22 and December 27, 2021, Board of Directors Meeting.
Direction	11.	Receive Information and Provide Direction Regarding the Draft District Re-Officing Plan and Telecommuting Policy.
Direction	12.	Provide Direction Regarding Board Legislative Report Content and Frequency (<i>to be reviewed by the Legislative Committee</i>).
Direction	13.	Receive Information and Provide Direction Regarding the District's Procedure for Voting to Elect Representatives to the California Special Districts Association Board of Directors Bay Area Network.
Information	14.	COVID-19 Update.
Information	15.	Check Register.
Information	16.	Committee Meeting Reports. (<i>No Board action is taken at Committee meetings</i>): <ul style="list-style-type: none"> a. Legislative Committee – Thursday, July 8, 2021, at 1:00 p.m. <ul style="list-style-type: none"> • Director Toy and Director Fernandez b. Engineering and Information Technology Committee – Friday, July 9, 2021, at 10:00 a.m. <ul style="list-style-type: none"> • Director Kite and Director Fernandez

- c. Legal/Community Affairs Committee – Friday, July 9, 2021, at 11:00 a.m.
 - Director Lathi and Director Handley
- d. Budget & Finance Committee – will not meet.
- e. Personnel Committee – will not meet.

Information

-
- 17. General Manager’s Report. *(Information on recent issues of interest to the Board).*
-
- 18. Other Business:
 - a. Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
 - b. Scheduling matters for future consideration.
-
- 19. Adjournment – The Board will adjourn to a Board Workshop to be held virtually on Thursday, July 15, 2021, at 4:00 p.m.
-
- 20. Adjournment – The Board will then adjourn to the next Regular Board Meeting to be held virtually on Monday, July 26, 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.



LEGISLATIVE COMMITTEE MEETING

Committee Members: Director Toy and Director Fernandez

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA

Thursday, July 8, 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 Order No. N-08-21 from the Executive Department of the State of California, and Alameda County Health Officer Order No. 21-01a, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call.

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

1. Call to Order
2. Roll Call
3. Public Comment
Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.
4. Items to be reviewed for the Regular Board meeting of July 12, 2021:
 - Provide Direction Regarding Board Legislative Report Content and Frequency
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 Kite and Director Fernandez

AGENDA

Friday, July 9, 2021

10:00 A.M.

Alvarado Conference Room

5072 Benson Road

Union City, CA 94587

Directors

Manny Fernandez

Tom Handley

Pat Kite

Anjali Lathi

Jennifer Toy

Officers

Paul R. Eldredge

General Manager/

District Engineer

Karen W. Murphy

Attorney

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1. Call to Order

2. Roll Call

3. Public Comment

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

4. Items to be reviewed for the Regular Board meeting of July 12, 2021:

- Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. for the Plant Miscellaneous Improvements Project

5. Adjournment

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

No action will be taken at committee meetings.

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



LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING

Committee Members: Director Lathi and Director Handley

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA

Friday, July 9, 2021

11:00 A.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 Order No. N-08-21 from the Executive Department of the State of California, and Alameda County Health Officer Order No. 21-01a, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call.

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1. Call to Order

2. Roll Call

3. Public Comment

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

4. Items to be reviewed for the Regular Board meeting of July 12, 2021:

- Authorize the General Manager to Execute an Encroachment Agreement with Turk Island Ventures, LLC for Tract 7728 – Turk Island in the City of Union City
-

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
June 28, 2021**

Consistent with Executive Orders No. N-08-21 from the Executive Department of the State of California, and Alameda County Health Officer Order No. 21-01a, the Monday, June 28, 2021, Regular Board Meeting was not physically open to the public and all Board Members teleconferenced into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public were able to observe the Board Meeting and provide public comment by sending comments to the Board Clerk.

CALL TO ORDER

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

SALUTE TO THE FLAG

ROLL CALL

PRESENT: Pat Kite, President
Anjali Lathi, Vice President
Manny Fernandez, Secretary
Jennifer Toy, Director
Tom Handley, 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
Armando Lopez, Treatment and Disposal Services Manager
Chris Pachmayer, Fabrication Construction and Maintenance Coach
Shawn Nesgis, Collection Services Coach
Curtis Bosick, Enhanced Treatment and Site Upgrade Assistant Program Manager
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF
JUNE 14, 2021**

It was moved by Director Handley, seconded by Secretary Fernandez, to Approve the Minutes of the Board Meeting of June 14, 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 JUNE 16, 2021

It was moved by Vice President Lathi, seconded by Director Handley, to Approve the Minutes of the Special Board Meeting of June 16, 2021. Motion carried with the following vote:

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

MAY 2021 MONTHLY OPERATIONS REPORT

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

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

PUBLIC HEARING TO CONSIDER COLLECTION OF SEWER SERVICE CHARGES ON THE TAX ROLLS FOR FISCAL YEAR 2022 AND ADOPTION OF A RESOLUTION ELECTING TO COLLECT SEWER SERVICE CHARGES ON THE TAX ROLLS

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge stated the Board must hold a public hearing annually to consider and authorize collection of sewer services charges on the tax rolls. The report setting forth sewer service charges to be assessed on each parcel in the district for the 2022 Fiscal Year was prepared by staff and was available for public inspection at the District office. The public hearing notice was published in the Argus newspaper June 18 and 25, 2021, and was also published in the Tri-City Voice newspaper on June 15 and 22, 2021. Business Services Manager/CFO Carlson recommended the Board conduct a public hearing to receive written and oral comments on the proposal to collect sewer service charges via the property tax rolls and consider adoption of a resolution electing to collect sewer service charges on the tax rolls.

President Kite opened the public hearing at 4:08 p.m. and directed staff to allow five minutes for comments to be received from the public.

At 4:13, p.m., Board Clerk McEvoy stated no comments nor protests had been received. President Kite closed the public hearing.

It was moved by Director Handley, seconded by Vice President Lathi, to Adopt Resolution No. 2924 Electing to Collect Sewer Service Charges on Tax Rolls for Fiscal Year 2022. Motion carried with the following vote:

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

CONSIDER APPROVING PROPOSED OPERATING AND CIP BUDGET FOR FISCAL YEAR 2022

This item was reviewed by the Budget & Finance Committee. Business Services Manager/CFO Carlson stated the Proposed Operating and CIP Budget for Fiscal Year 2022 was included in the Board meeting packet. The proposed budget reflects the Board's input and revisions made after the Budget Workshop held May 11, 2021 and the Board meeting held May 24, 2021. Staff recommended the Board review and consider adoption of the Proposed Operating and CIP Budget for Fiscal Year 2022.

It was moved by Secretary Fernandez, seconded by Vice President Lathi, to Adopt the Proposed Operating and CIP Budget for Fiscal Year 2022. Motion carried with the following vote:

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

CONSIDER CLAIM FILED BY CLASSIC 36304 NEWARK BOULEVARD, LP (AN AFFILIATE OF CLASSIC COMMUNITITES) IN THE AMOUNT OF \$31,728.41, FOR ROAD DAMAGE

District Counsel Murphy stated Classic 36304 Newark Boulevard, LP (an affiliate of Classic Communities) submitted a claim against the District on March 23, 2021, for damage to a paved road. On November 11, 2020, the claimant's contractor pumped a slurry/grout mix into the sewer line, consistent with the District's standards for abandonment. The Claimant alleged the District failed to maintain the line and further alleged this caused damage to the paved road. Staff stated there was no evidence the District failed to maintain the line. The permit issued to the claimant includes an indemnity provision which relieves the District from any liability for "the construction undertaken and the improvements constructed pursuant to the Permit". By accepting the Permit, the claimant agreed to indemnify and hold the District harmless against all claims. Staff recommended the Board reject the claim filed by Classic 36304 Newark Boulevard, LP, an affiliate of Classic Communities.

It was moved by Director Handley, seconded by Secretary Fernandez, to Reject the Claim Filed by Classic 36304 Newark Boulevard, LP, an Affiliate of Classic Communities. Motion carried with the following vote:

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

CONSIDER A RESOLUTION TO ACCEPT SANITARY SEWER EASEMENTS FOR TRACT 8265, 8374, AND 8403 – WARM SPRINGS TOD VILLAGE PHASES 1, 2, AND 3, LOCATED AT WARM SPRINGS BOULEVARD AND SOUTH GRIMMER BOULEVARD IN THE CITY OF FREMONT

This item was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Ghossain stated a desk item had been prepared for this item. The desk item was added to the Board meeting packet online. Technical Services Manager Ghossain stated Toll CA XX, LP, will construct a residential development for Tracts 8265, 8374, and 8403, located at the southeast corner of the intersection of Warm Springs Boulevard and South Grimmer Boulevard in Fremont. The roadways within Tract 8374 and 8403 and some of the roadways within Tract 8265 have been designated by the City of Fremont as private. Toll CA XX, LP, constructed the new sewer mains and granted the District sanitary sewer easements that provide for access and maintenance of the new sewer mains. Staff recommended the Board consider a resolution to accept sanitary sewer easements for Tracts 8265, 8374, and 8403 – Warm Springs TOD Village Phases 1, 2, and 3, located at Warm Springs Boulevard and South Grimmer Boulevard, in the City of Fremont.

It was moved by Vice President Lathi, seconded by Director Handley, to Adopt Resolution No. 2925 Accepting Sanitary Sewer Easements for Tracts 8265, 8374, and 8403 – Warm Springs TOD Village Phases 1, 2, and 3, Located at Warm Springs Boulevard and South Grimmer Boulevard in the City of Fremont, California. Motion carried with the following vote:

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

CONSIDER A RESOLUTION TO ACCEPT A SANITARY SEWER EASEMENT FOR TRACT 8418 – SANCTUARY VILLAGE 2, LOCATED AT CHERRY STREET AND STEVENSON BOULEVARD, IN THE CITY OF NEWARK

This item was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Ghossain stated Tract 8418 is a residential development constructed by Arroyo Cap III, LLC. The roadways within Tract 8418 have been designated as private by the City of Newark. Arroyo Cap III, LLC, constructed the new sewer mains and granted the District a sanitary sewer easement that provides for access and maintenance of the new sewer mains. Staff recommended the Board consider a resolution to accept a sanitary

sewer easement for Tract 8418 – Sanctuary Village 2, located at the southwest corner of Cherry Street and Stevenson Boulevard, in the City of Newark.

It was moved by Director Handley, seconded by Secretary Fernandez, to Adopt Resolution No. 2926, Accepting a Sanitary Sewer Easement for Tract 8418 – Sanctuary Village 2, Located at Cherry Street and Stevenson Boulevard, in the City of Newark, California. Motion carried with the following vote:

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

CONSIDER A RESOLUTION TO ACCEPT A SANITARY SEWER EASEMENT FOR TRACT 8330 – HOBBS PHASE 3, LOCATED AT MISSION BOULEVARD AND VINHA WAY, IN THE CITY OF FREMONT

This item was reviewed by the Legal/Community Affairs Committee. Technical Services Manager Ghossain stated Tract 8330 is a residential development constructed by Robson Homes, LLC. Some of the roadways within Tract 8330 have been designated as private by the City of Fremont. Robson Homes, LLC, constructed new sewer mains within the private streets and granted the District a sanitary sewer easement that provides for access and maintenance of the new sewer mains. Staff recommended the Board consider a resolution to accept a sanitary sewer easement for Tract 8330 – Hobbs Phase 3, located at Mission Boulevard and Vinha Way, in the City of Fremont.

It was moved by Director Toy, seconded by Director Handley, to Adopt Resolution No. 2927 Accepting a Sanitary Sewer Easement for Tract 8330 – Hobbs Phase 3, Located at Mission Boulevard and Vinha Way, in the City of Fremont, California. Motion carried with the following vote:

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

CONSIDER AUTHORIZING PAYMENT FOR CITY OF FREMONT 2019 PAVEMENT REHABILITATION PROJECT (PWC) 8234-S

This item was reviewed by the Budget & Finance Committee. Collection Services Coach Nesgis stated the City of Fremont meets with District staff annually to review paving project for the upcoming year. The City presents approved project costs that include an estimate for necessary adjustment of District manholes during pavement projects. The City of Fremont's 2018/19 paving contract included adjustment of 79 manholes. The majority of the work was completed during Fiscal Year 2019, but the punchlist was not completed until sometime in 2020. Invoicing for the project was delayed by the COVID-19 pandemic. The expense was included in the District's Fiscal Year 2021 budget but was not included on the projects over \$100,000 list and requires Board approval due to

the dollar amount. Staff recommended the Board authorize payment for the City of Fremont 2019 Pavement Rehabilitation Project 8234-S.

It was moved by Secretary Fernandez, seconded by Director Toy, to Authorize \$121,660 Payment of City of Fremont 2019 Pavement Rehabilitation Project 8234-S. Motion carried with the following vote:

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

INFORMATION ITEMS:

COVID-19 Update

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

Check Register

Staff responded to Boardmember questions regarding the check register.

COMMITTEE MEETING REPORTS:

The Budget & Finance and Legal/Community Affairs Committees met.

GENERAL MANAGER'S REPORT:

General Manager Eldredge stated the following:

- The deadline to register for the California Association of Sanitation Agencies (CASA) Conference will be July 20.
- Staff will schedule two Board workshops to be held during the month of July.
- The District received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.
- The District also received an Excellence in Management Platinum recognition award from the National Association of Clean Water Agencies.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 4:40 p.m. to the next Regular Board Meeting to be held virtually at 4:00 p.m. on Monday, July 12, 2021.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 12th day of July 2021

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JULY 12, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 7**

TITLE: Consider Adoption of a Resolution Setting the Time and Place for Holding Regular Meetings of the Union Sanitary District Board of Directors (*This is a Motion Item*)

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

Recommendation

Adopt a Resolution Setting the Time and Place for Holding Regular Meetings of the Union Sanitary District Board of Directors

Discussion

Government Code section 54954(a) provides that “[e]ach legislative body of a local agency ... shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings.”

The Union Sanitary District Board of Directors traditionally met the second and fourth Monday of the month at 7:00 p.m. in the Union Sanitary District Administration Building, but modified this schedule during the COVID-19 emergency to meet virtually at 4:00 p.m. Based upon the current information from the State of California regarding the Governors executive orders, USD staff anticipates that the Board will begin meeting in-person in October of 2021.

The proposed resolution provides that the regular meeting time of the Board of Directors will remain at 4:00 p.m. after meetings return in-person. Pursuant to Board direction, staff will review this item approximately six months after that time to evaluate any unforeseen circumstances and bring back a discussion item for the Board to assess whether or not to keep

the meeting time at 4:00 p.m. should any problems or issues be brought to the District's attention regarding the new start time.

Previous Board Action

3/23/20 Board Meeting – Adopted Resolution No. 2888, acknowledging the previous meeting time of 7:00 p.m., but allowing for an earlier meeting during an emergency.

6/14/21 Board Meeting – Directed staff to prepare an updated resolution to provide that, after the COVID-19 pandemic restrictions end, the Board will continue to conduct regular meetings at 4:00 p.m. on the second and fourth Monday of each month for a trial period.

Attachment

- Proposed Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE BOARD OF DIRECTORS SETTING THE TIME AND
PLACE FOR HOLDING REGULAR MEETINGS OF THE UNION SANITARY
DISTRICT BOARD OF DIRECTORS**

WHEREAS, Government Code section 54954(a) provides that “[e]ach legislative body of a local agency ... shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings”; and

WHEREAS, the Union Sanitary District Board of Directors traditionally met the second and fourth Monday of the month at 7:00 p.m. at the Union Sanitary District Administration Building, but adjusted its schedule during the COVID-19 emergency to meet virtually as allowed by State Executive Order, at 4:00 p.m., pursuant to Resolution No. 2888, adopted on March 23, 2020; and

WHEREAS, the Board of Directors desires to adopt this resolution to set the time and place for holding regular meetings at 4:00 p.m., whether or not an emergency is in place, with a review approximately six months after in-person meetings begin again.

NOW, THEREFORE, BE IT RESOLVED BY THE UNION SANITARY DISTRICT BOARD OF DIRECTORS, AS FOLLOWS:

1. Regular meetings of the Union Sanitary District Board of Directors shall be held on the second and fourth Mondays of each month, at 4 p.m., if not a legal holiday, and if a legal holiday, then on the next business day. Meetings shall be held in the Union Sanitary District Administration Building at 5072 Benson Road, Union City, CA 94587, unless otherwise allowed pursuant to State order.
2. This resolution shall amend, replace and supersede Resolution 2888, and any and all other previous resolutions and actions setting the time and place of regular meetings of the Union Sanitary District Board of Directors.

PASSED, APPROVED, AND ADOPTED this 12th day of July, 2021.

AYES:

NOES:

ABSENT:

Manny Fernandez, Secretary

Pat Kite, President

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JULY 12, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 8**

TITLE: **Authorize the General Manager to Execute an Encroachment Agreement with Turk Island Ventures, LLC for Tract 7728 – Turk Island in the City of Union City**
(This is a Motion Item)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Sami E. Ghossain, Technical Services Work Group Manager
Rollie Arbolante, Customer Service Team Coach

Recommendation

Staff recommends the Board authorize the General Manager to execute an encroachment agreement with Turk Island Ventures, LLC for Tract 7728 – Turk Island located in the city of Union City.

Discussion

The developer, Turk Island Ventures, LLC, will be constructing a residential development consisting of 33 single-family residences for Tract 7728, located at the northwest corner of Carmel Way and Westport Way, in the City of Union City.

The 6-acre parcel was part of the old Turk Island landfill that has been closed since the early 1970's. Grading work for the development calls for removal of existing landfill material from the portion of the former Turk Island Landfill within the tract and replacing it with clean imported fill. A portion of this work will occur within the District's existing force main easement, so an encroachment agreement allowing the developer to perform the work within the easement is required.

Work by the developer includes the removal of approximately 18 feet of landfill material above the existing force mains and replacing it with approximately 7 to 10 feet of imported fill. A

walking trail is proposed to be constructed over the imported fill in the easement. The agreement includes a construction work plan to allow for the replacement of the landfill material over the force mains to be performed while protecting the force mains. Some of the other provisions of the Agreement are:

1. Developer shall submit a Leak Response Plan for approval prior to any work in the easement.
2. Developer shall provide a good faith deposit in the amount of \$300,000.
3. Developer shall reimburse all USD costs related to the work, such as inspection and administrative costs.
4. Developer shall be liable and shall pay for all costs to repair any damage to the force mains as a result of the work.
5. USD reserves the right to stop all work at or near the force mains that could cause damage to the force mains.
6. Developer shall procure a general liability insurance to protect USD and its duly designated agents or representatives from any claims arising out of the work.
7. Developer shall defend, indemnify, and hold USD harmless from any and all liabilities arising from the work.

The term of the agreement is two years. However, all excavation and fill placement work within the District's easement will be completed by October 15, 2021.

Background

The project site was formerly known as Parcel "C" of the Turk Island Landfill, which was closed in 1974, and the adjacent main Turk Island Landfill was closed in 1988.

Previous Board Action

None.

PRE/SEG/RA:mb

Attachments: Vicinity Map
Encroachment Agreement



Vicinity Map: Tract 7728 - Turk Island, Union City



Legend

Sewer Manholes

- Drop manhole
- End Cap
- Forcemain access
- Forcemain air release
- Forcemain blow off
- Junction structure
- Lamphole
- Lift station
- Manhole
- Pump Station
- Riser

Sewer Mains

- <all other values>
- EBDA outfall
- Forcemain
- Gravity main
- Overflow main
- Siphons
- Trunk Main

Railroad / BART

- <all other values>
- BART

- Public Right of Way
- Private Right of Way
- Sewer Easements

166.7 0 83.33 166.7 Feet

1: 2,000

Printed: 7/1/2016 10:30 AM



For USD use only

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

Notes

**ENCROACHMENT AGREEMENT
(Construction over District Facilities)**

This Encroachment Agreement (the “**Agreement**”) is made and entered into as of _____, 20____ (the “**Effective Date**”) by and between UNION SANITARY DISTRICT (the “**District**”) and Turk Island Ventures, LLC. (the “**Licensee**”), hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. District is a sanitary district providing wastewater treatment and disposal services within Alameda County, California.

B. District is the owner of a thirty-foot (30’) wide easement (the “**Easement**”), described more particularly in “Exhibit A” which is attached hereto and incorporated by reference, in which are two thirty-nine inch (39”) force mains and associated appurtenances that District owns and maintains (“**District Facilities**”). The grant of Easement provides that the Licensee shall not excavate or place any fill within the Easement without the prior written consent of Grantee.

C. Licensee is performing certain construction work in the vicinity of, in or on the Easement and has requested a permit from District to excavate landfill refuse material and place imported fill up to the planned rough grades within the Easement.

D. District desires to allow Licensee access to the Easement, subject to the terms and conditions described herein.

AGREEMENT

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

1. Scope of License. District grants Licensee the right to access the Easement to perform excavation, fill placement, fine grading and landscape construction operations (the “**Work**”) in strict accordance with the “**Construction Work Plan**”, attached hereto as “Exhibit B” and incorporated herein by this reference. In no event shall Licensee do any work in the Easement other than the above described Work.

2. Leak Response Plan. The Licensee shall submit a leak response plan setting forth in detail their contractor’s response to any leak in the District Facilities that may be discovered or that occurs as a consequence of the Work (“**Leak Response Plan**”). The Leak Response Plan shall be submitted for review and approval to the District and shall be prepared in accordance with the Leak Response Plan Instructions in Exhibit C. The Leak Response Plan must be approved by the District prior to beginning Work.

3. Term. The term of this Agreement is two (2) years commencing on the Effective Date (the “**Term**”).

4. Time and Notice. All excavation and fill placement in the Easement shall be performed between April 15 and October 15, 2021. Licensee shall provide District with notice ten (10) full business days prior to commencing the Work, and shall inform District of all times and schedules during which it will perform the Work.

5. Deposit. Concurrently with the execution of this Agreement, Licensee shall deposit the sum of Three Hundred Thousand Dollars (\$300,000) (the “**Deposit**”) as a good faith deposit for completion of the Work, compliance with the terms of this Agreement, for any work District may need to undertake to repair any of its facilities under section 11 below and to reimburse District Costs under section 7 below. District may use all or any portion of the Deposit to correct any part of the Work not done in compliance with the terms of this Agreement or to repair damage pursuant to section 11. District shall return the unexpended portion of the Deposit to Licensee upon completion of the Work.

6. Inspection by District. Licensee shall not perform any portion of the Work within twenty feet (20’) of the Easement in the absence of a District representative who will be made available upon 72 hours prior notice. All Work shall be done during normal business hours, except when District has granted Licensee written authorization for Work outside of normal business hours.

7. District Costs. Licensee shall reimburse District for all of its staff costs and overhead at District’s standard rates, as shown in Exhibit D, attached hereto, third-party consultant, inspection, and legal fees and costs, directly related to the Work (the “**District Costs**”). District Costs will be from the Deposit. District shall maintain an accounting of District Costs withdrawn from the District and provide Licensee with updates as requested by Licensee.

8. Termination. This Agreement may be terminated by either Party upon thirty (30) days’ prior written notice to the other Party or upon five (5) business days’ prior notice by a Party upon a default of a material provision of this Agreement by the other Party, which default is not cured within five days of receipt of the written notice of default. In the event that the General Manager of District finds that a default by Licensee is affecting the public health, safety or welfare, in District’s sole discretion, the District may terminate this Agreement immediately upon notice to Licensee.

9. Compliance with Laws.

9.1 Licensee shall comply with all applicable federal, state and local laws and

regulations now in effect or that become effective during the performance of the Work, any permit issued by District or other public entity and any general or specific conditions issued by the General Manager.

9.2 Licensee warrants and represents to District that it has all licenses, permits, qualifications, insurance and approvals which are legally required for the performance of the Work and that Licensee shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Licensee to perform the Work.

9.3 District is not responsible or liable for Licensee's failure to comply with any applicable laws or regulations.

10. Acknowledgement of Dangerous Conditions; Safety. Licensee acknowledges that it is fully aware of the hazards of working near live pressure sanitary sewer systems where the force main joints are single-gasketed joints subject to deflection and that such deflection can cause a sewage leak to occur. While the Work is in progress, Licensee shall be solely and completely responsible for the conditions directly related to the Work at the District Facilities, including the safety of all persons, employees, and property to the extent allowable by law. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to Cal-OSHA and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Licensee will follow, or will have followed, all necessary precautions to vacuum pothole in order to locate and survey the pressure mains. Such precautions shall include keeping all vehicles and other heavy equipment away and off of the force mains at all times. Licensee's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein. Licensee shall notify District in writing of name of its employee who is qualified and authorized to supervise and enforce the Licensee's compliance with the terms and provisions of this Agreement.

11. Liability for Damages.

11.1 Existing Damage. Prior to starting construction, Licensee may elect, in its sole discretion, to survey and inspect the District Facilities within the Easement, by whatever means necessary (subject to District approval), to verify the existing conditions. Any deficiencies, leaks, or damage found by Licensee, prior to starting construction, shall immediately be documented and reported to District in writing. By starting the Work, Licensee agrees that they have completed any investigation Licensee desires to undertake and that the District facilities are in good and serviceable condition and free of damages, leaks and/or deficiencies.

11.2 Liability for Damage; District Right to Stop Construction and/or Repair District Facilities. Licensee shall be liable for any and all damage to District Facilities as a result of the Work. If, during the Term, District discovers evidence of a leak, or reasonably suspects damage to the District Facilities caused by Licensee, its contractors and/or their subcontractors, District shall have the right to stop all Work at or near the District Facilities that District reasonably determines could impact District Facilities or require changes to the Work as necessary to effectuate any required repair. Licensee shall not resume the Work until District has investigated and/or repaired the District Facilities, to District's satisfaction,

provided that District promptly commences and diligently pursues its investigation and/or repairs to the District Facilities. District shall have the right to determine the appropriate means and methods to repair or restore the District Facilities. Licensee agrees that District will not be held liable for any claims, alleged or actual damages due to delays in the Work completion, or any extra costs incurred by Licensee's contractors and/or subcontractors. Damages as related to this Agreement shall include, but not be limited to leaks, structural damage such as cracks or failure, settlement or displacement of the District Facilities, and failure of District's cathodic protection systems, caused by Licensee. District's costs to restore its facilities shall include all reasonable costs associated with repair of the District Facilities including, but not limited to: planning, engineering investigations, design, consulting fees, repair, replacement, spill clean-up, fines, attorney's fees, and the cost of District staff time to accomplish the restoration of its facilities. Licensee agrees to reimburse District within thirty (30) days of receipt of invoice for all reasonable costs to repair and restore the District Facilities to a good and serviceable condition as existed prior to Licensee beginning work.

11.3 Remedies. In the event, Licensee does not timely reimburse District for District costs as provided in Section 11.2 above, District may draw upon the Deposit for reimbursement of its costs. In the event the remaining amount of the Deposit is not sufficient to cover District's costs, District may, within 30 days of outstanding documented costs expenses being presented to Licensee, place such outstanding costs on the Alameda County Secured Property Tax rolls in the same manner that District currently places its annual sewer service charges on the tax rolls for various properties throughout the District's service area. District's legal rights to seek recovery of its costs, including but not limited to bringing legal action against Licensee, shall not be waived, impaired and/or affected by District placing or not placing restoration costs on the Alameda County Secured Property Tax rolls. In addition to the remedies set forth above, District may exercise any and all remedies available at law or equity to recover costs or prevent, or seek reimbursement for, damage to the District Facilities or any other violation of this Agreement.

11.4 Contractor and Third Party Liability. Licensee hereby acknowledges and agrees that its liability under this Agreement includes liability for damages caused by third parties, including but not limited to, Licensee's contractors, subcontractors, utility companies, or tenants who have contracts with Licensee or are considered agents of Licensee.

11.5 Damage to Other Property. Licensee shall also be responsible for any damage to any public or private property or improvements, including but not limited to street pavements, existing utilities, curbs, gutters, sidewalks, directly attributable to the performance of the Work, including but not limited to a force main leak or other damage caused by the Work, and shall repair, replace and restore any damaged property or improvements at its sole expense and to the reasonable approval of District.

11.6 Survival. This Section 11 shall survive expiration or earlier termination of this Agreement.

12. Indemnification. To the fullest extent allowable by law, Licensee will hold harmless, defend, and indemnify District and its officers, agents, contractors, consultants, successors, assigns, volunteers, and employees (“**District Parties**”) from and against any and all claims, demands, cause of action, damage, costs or liability, including attorneys’ fees, arising out of or related to the Work or the operations of Licensee, any of its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, under this Agreement, except to the extent caused by the negligence or misconduct of District (“**Claims**”). Licensee’s duty to indemnify and hold harmless District Parties, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code with counsel reasonably acceptable to District. Licensee shall have no right to seek reimbursement from District Parties for the costs of defense. This indemnification shall survive expiration or earlier termination of this Agreement for whatever cause for the full period of time allowable by law, and shall not in any way be limited by the insurance requirements of this Agreement.

13. Insurance.

13.1 During the term of this Agreement, Licensee shall at all times maintain the following insurance policies that cover all Work and obligations under this Agreement with insurers having an A.M. Bests’ rating of no less than A:VII or provide evidence of self-insurance acceptable to District, unless otherwise approved by District’s General Manager in writing:

(a) Commercial general liability coverage for damage or injury in the amount of Five Million Dollars (\$5,000,000) combined single limit bodily injury and property damage liability per occurrence, for the operations of Licensee under this Agreement, with a general aggregate limit of no less than Ten Million Dollars (\$10,000,000). This liability insurance shall include personal and advertising injury and contractual liability.

(b) Automobile liability coverage for it and its staff to an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation Insurance as required by the State of California and Employer’s Liability Insurance in the amount of One Million Dollars (\$1,000,000) each accident/disease/policy limit. The insurer shall waive all rights of subrogation against District, its officers, volunteers and employees.

13.2 The Union Sanitary District and its officers, volunteers and employees shall be named as additional insureds under the commercial general liability, automobile liability and property insurance policies.

13.3 Each policy or certificate of insurance acquired pursuant to this section shall provide that the policy shall be considered primary insurance as respects any other valid and collectible insurance the District may possess, including any self-insured retention the District may have, and any other insurance the District does possess shall not contribute with it.

13.4 Each policy or certificate of insurance shall also provide that the insurer will not cancel, terminate or modify the insured's coverage without 30 days prior written notice to District.

13.5 Licensee shall provide to District all certificates of insurance with original endorsements effecting coverage required by this paragraph. Certificates of such insurance shall be filed with District on or before commencement of the Work. District reserves the right to require complete, certified copies of all required insurance policies at any time.

13.6 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its officers, officials, employees, or volunteers.

13.7 Licensee shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

13.8 Licensee's insurance shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

14. Assignment. This Agreement is not assignable unless District consents in writing. Such consent to assignment shall bind and inure to the benefit of the respective successors and assigns of the Parties.

15. Subcontractors. If Licensee is to do any of the Work through a subcontractor, Licensee shall provide prior written notice to District and District may require Licensee's subcontractor to execute a separate right of entry agreement with the District with terms substantially similar to this Agreement.

16. No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Easement to or for the general public or for any public purpose whatsoever. This Agreement is not a grant by District of any property interest but is made subject and subordinate to the prior and continuing rights of District and its assigns. No use of any part of the Easement under this Agreement shall create or vest in Licensee any ownership interest in the Easement; nor shall anything in this Agreement be deemed or construed to grant or create any franchise rights.

17. Notices. All notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be given as of the time of hand delivery to the addresses set forth below, or five (5) days after deposit in the United States mail, postage prepaid, by register or certified mail, return receipt requested, addressed as follows:

If to District	Union Sanitary District
	5072 Benson Road
	Union City, CA 94587

Attn: Rollie Arbolante

If to Licensee Turk Island Ventures, LLC.
7041 Koll Center Parkway, Ste. 130
Pleasanton, CA 94566
Attn: Jeff Lawrence

18. Waiver. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right of such Party at a later time to enforce the same. No waiver by any Party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.
19. Severability. If one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such provision shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity or constitutionality of the remaining portions of this Agreement.
20. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters addressed herein, except as to any permit that the District may issue to Licensee in accordance with this Agreement.
21. Modification. This Agreement may not be amended unless made in writing and signed by each Party.
22. Venue and Governing Law. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, without reference to its choice of law principles. Exclusive venue for any action shall either be in the United States District Court for the Northern District of California or the Superior Court of California, Alameda County. The rights and remedies of District and Consultant for default in performance under this Agreement are in addition to any other rights or remedies provided by law. The prevailing Party in any action brought under this Agreement shall be entitled to reasonable attorneys' fees in addition to any other relief to which the Party may be entitled.
23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
24. Authority. The Parties represent that the individuals signing this Agreement have the authority to do so.

25. No Personal Liability. No member, official or employee of District shall be personally liable to Licensee or any successor in interest in the event of any default or breach by District or on any obligation under the terms of this Agreement.

In witness whereof each Party has caused the agreement to be executed by its duly authorized representative as set forth below as of the date set forth above.

UNION SANITARY DISTRICT

TURK ISLAND VENTURES, LLC

By: _____

By: _____

Name: Paul R. Eldredge

Name: _____

Title: General Manager/District Engineer

Title: _____

EXHIBIT A

**USD FORCE MAIN EASEMENT
AND RECORD DRAWING**

Recorded at Request of

East Bay Dischargers Authority

When recorded mail to:

East Bay Dischargers Authority
22300 Foothill Blvd., Suite 602
Hayward, CA 94541

NO TAX DUE
EXEMPT TRANSFER

M. Martin T.I.

Legal Counsel for East
Bay Dischargers Authority

RECORDED at REQUEST OF
Title Ins. & Trust Co.
At 10:30 AM.

JUN 12 1980

OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

Space above for Recorder's Use

CONSTRUCTION PROJECT NO. 57409

EBDA PARCEL NO. 505-11, -21, -22,
-41

GRANT OF EASEMENT

THIS GRANT, made this 7th day of October ~~January~~,
1980
~~1979~~, between Joseph W. Smith, surviving joint tenant as to an
undivided 1/2 interest; and Bennett M. Reynolds and Madeline
Reynolds, his wife, as community property, as to an undivided
1/2 interest

Grantor, and the EAST BAY DISCHARGERS AUTHORITY, a public entity
of the State of California, Grantee;

W I T N E S S E T H:

That Grantor, in consideration of the benefits resulting
to said grantor, and other valuable considerations, the receipt
of which is hereby acknowledged, does hereby grant and convey
to Grantee, its successors and assigns, a perpetual easement
and right of way for the purpose of exercising within said ease-
ment and right of way any and all powers conferred upon said

Grantee by law, including laying down, installing, constructing and reconstructing, removing, replacing, repairing, maintaining, operating and using as Grantee may see fit for the transmission of wastewater or related substances, a pipe or pipelines and all necessary and required appurtenances thereto, in, under, along and across any part of that certain real property in the County of Alameda, State of California, described in Exhibits "A" and "C" attached hereto and made a part hereof.

TOGETHER with the right of ingress to and egress from said perpetual easement and the right of way at all times to enter in, over and upon said right of way and every part thereof, and also to use said perpetual easement and right of way for all purposes reasonably connected with the full and complete enjoyment of the rights hereby granted.

The Grantor and the Grantor's heirs, successors or assigns shall not place or permit to be placed on said perpetual easement and the right of way any building or structure, nor allow to be done anything which may interfere with the full enjoyment by the Grantee of the rights herein granted, nor shall Grantor or Grantor's heirs, successors or assigns cause or permit any excavation or the placement of any fill within said perpetual easement and the right of way without the prior written consent of Grantee.

-2-

TO HAVE AND TO HOLD all the above mentioned and described easement and right of way unto Grantee, its successors and assigns forever, solely for the objects and purposes above stated and for no other object or purpose.

That Grantor, in consideration of the benefits resulting to said grantor from the construction of a pipe or pipelines and other valuable considerations, the receipt of which is hereby acknowledged, does hereby further grant and convey to Grantee, its successors and assigns, a construction easement in, through, along and under the real property hereinafter described, for the purposes of operating, storing and maintaining equipment, and performing such other operations as required to accomplish said project, said easement to terminate on the adoption of a Resolution of Acceptance of the above referenced construction project by the Commission of the East Bay Dischargers Authority or on the 30th day of September, 1980, whichever occurs first.

The real property affected by this construction easement is situated in the County of Alameda, State of California, and is more particularly described in Exhibit "B" attached hereto and made a part hereof.

-3-

IN WITNESS WHEREOF, the Grantor has executed this grant of easement the day and year first above written.

Joseph W. Smith
Joseph W. Smith Grantor

Grantor

Grantor

Bennett M Reynolds
Bennett M. Reynolds Grantor
Madeline Reynolds
Madeline Reynolds Grantor

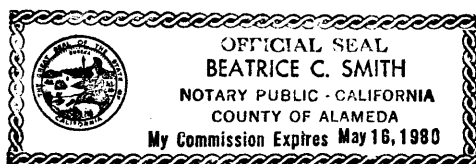
Grantor

INDIVIDUAL

STATE OF CALIFORNIA) ss:
COUNTY OF ALAMEDA)

On January 7, 1980, before me, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Joseph W. Smith, Bennett M. Reynolds & Madeline Reynolds known to me to be the person whose names ~~xx~~/are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.



Beatrice C. Smith
Notary Public

- 4 -

EBDA-14: Perpetual Easement and Right of Way and Construction Easement (Individual) Rev. 2/11/77 Page 4

PAGE 1 OF 2 PAGES
E.B.D.A. PARCEL NO. 505-11
OWNER - SMITH AND REYNOLDS
ASSESSOR PARCEL NO. PORTION OF
~~482-40-8-1~~ 482-50-10
DATE - JUNE 13, 1977

EXHIBIT "A"
GRANT OF EASEMENT

THAT PARCEL OF LAND IN THE TOWNSHIP OF WASHINGTON, COUNTY OF ALAMEDA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF THAT PARCEL OF LAND DESCRIBED
IN THE DEED TO ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT RECORDED SEPTEMBER 29, 1970 UNDER RECORDERS SERIES NUMBER
70-105330 IN THE RECORDS OF ALAMEDA COUNTY, CALIFORNIA; THENCE
SOUTH 31°20'44" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL OF
LAND DESCRIBED IN DEED TO ALAMEDA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT 12.13 FEET TO A POINT THAT LIES 30.00 FEET
EASTERLY AT RIGHT ANGLES FROM THE EASTERLY LINE EXTENDED NORTHWESTERLY
OF AN EASEMENT GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY AND
RECORDED JANUARY 21, 1959 IN BOOK 8908, PAGE 27 OF OFFICIAL RECORDS
IN THE RECORDS OF ALAMEDA COUNTY, CALIFORNIA, SAID POINT BEING THE
TRUE POINT OF BEGINNING; THENCE SOUTH 20°38'45" EAST PARALLEL TO
SAID EASTERLY LINE OF THE EASEMENT GRANTED TO PACIFIC GAS AND
ELECTRIC COMPANY 2,553.83 FEET TO THE SOUTHERLY LINE OF THAT PARCEL
OF LAND DESCRIBED IN DEED TO JOSEPH W. SMITH AND BENNETT REYNOLDS
RECORDED JULY 29, 1975 UNDER RECORDERS SERIES NUMBER 75-106081 IN
THE RECORDS OF ALAMEDA COUNTY, CALIFORNIA; THENCE SOUTH 63°07'01"
WEST ALONG SAID SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN
DEED TO JOSEPH W. SMITH AND BENNETT REYNOLDS, 30.18 FEET TO SAID

PAGE 2 OF 2 PAGES

E.B.D.A. PARCEL NO. 505-11

OWNER - SMITH AND REYNOLDS

ASSESSOR PARCEL NO. PORTION OF

~~482-40-8-1~~ 482-50-10

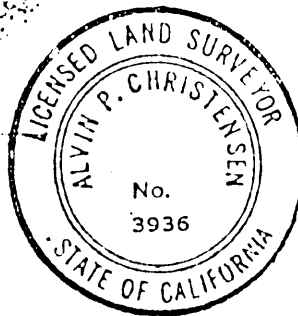
DATE - JUNE 13, 1977

EASTERLY LINE OF THE EASEMENT GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY; THENCE NORTH $20^{\circ}38'45''$ WEST ²ALONG SAID EASTERLY LINE AND EASTERLY LINE EXTENDED NORTHERLY, 2,533.66 FEET TO SAID SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED TO ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT; THENCE NORTH $31^{\circ}20'44''$ EAST ALONG SAID SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED TO ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, 38.07 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1.752 ACRES, MORE OR LESS.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 3. TO OBTAIN GROUND LEVEL DISTANCE MULTIPLY DISTANCE SHOWN BY 1.0000653.


ALVIN P. CHRISTENSEN, L.S. 3936



EBDA
PARCEL NO. 502-12

AC.F.C. & W.C.D. RECORDERS
SERIES NO. 70-105-10

AC.F.C. & W.C.D.

80-100707

AC.F.C.
& W.C.D.

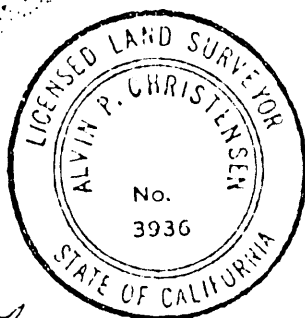
N 31°20'44"E
38.07'

S 31°20'44"W
12.13'

T.P.O.B.

EASTERLY LINE
EASEMENT TO PG.&E.
BK. 8908 O.R. PG. 27

SMITH
RECORDERS SERIES



Alvin P. Christensen
ALVIN P. CHRISTENSEN, L.S. 3936

REYNOLDS
NO. PARCEL NO. 505-11
(1.752 Acres)

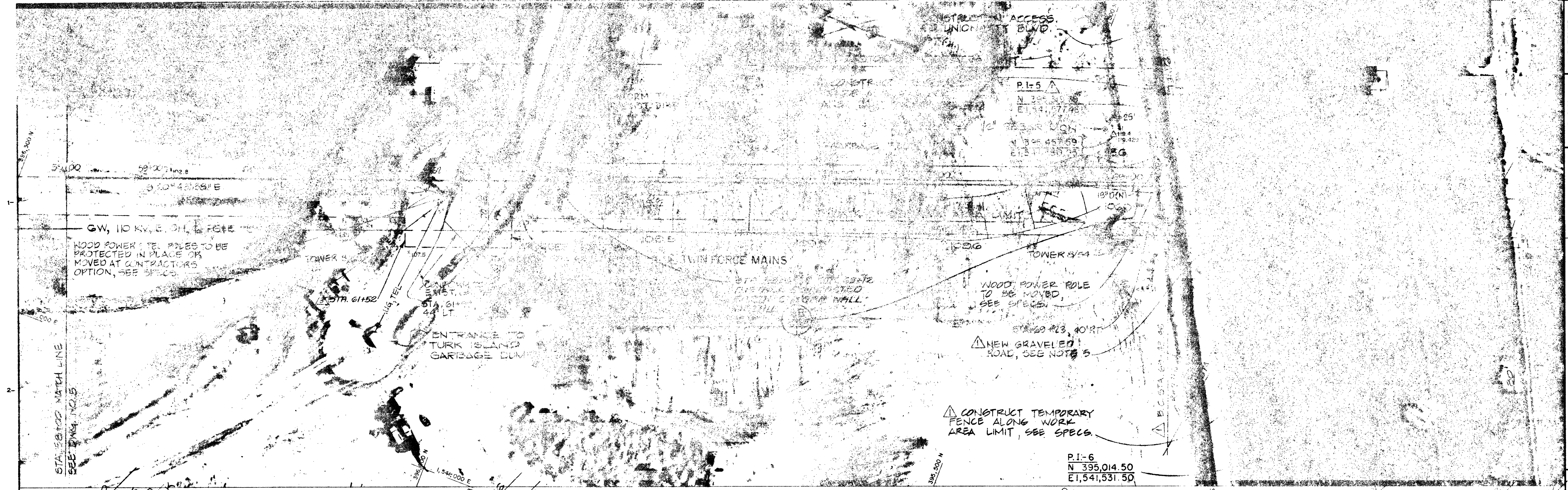
S 30°07'01"W
30.18'
EBDA
PARCEL NO. 506-11

LESLIE SALT CO.

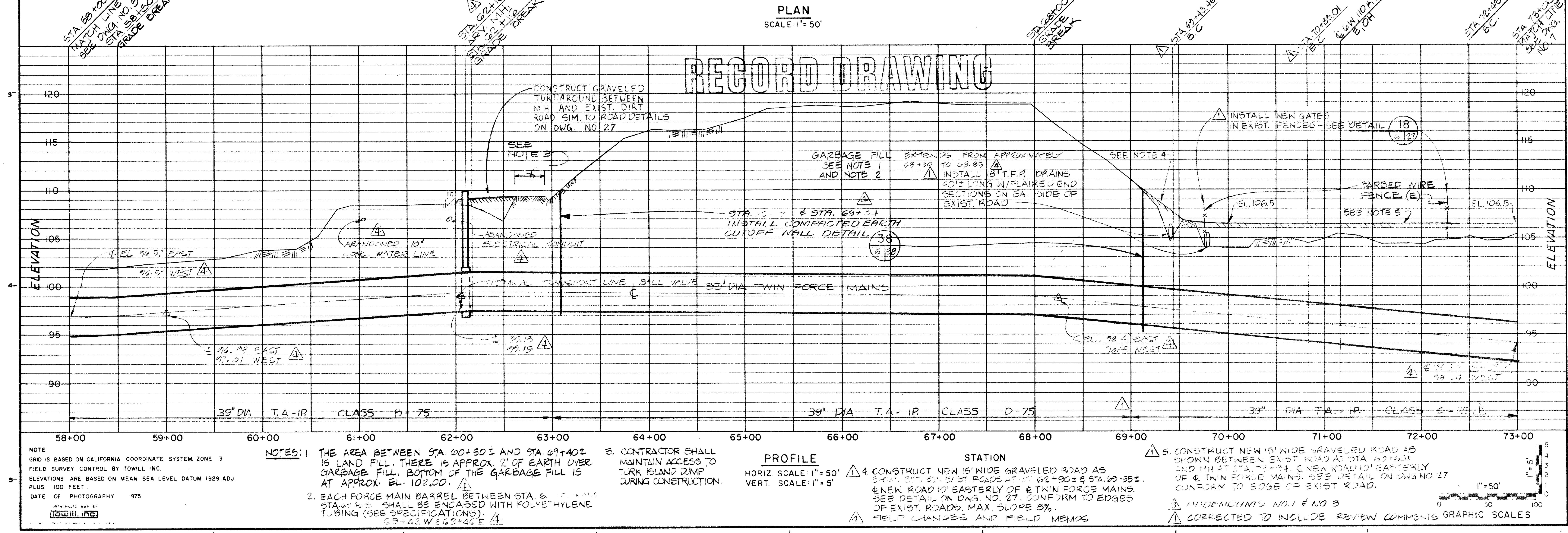
THE BASIS OF BEARING IS THE CALIFORNIA COORDINATE
SYSTEM, ZONE 3. TO OBTAIN GROUND LEVEL DISTANCE
MULTIPLY DISTANCE SHOWN BY 1.0000653

OPERATION	BY	DATE	EAST BAY DISCHARGERS AUTHORITY PARCEL NO. 505-11 SMITH AND REYNOLDS GRANT OF EASEMENT	EBC Approval by:
Surveyed:				Reach:
Drawn:	ADR	6-21-77		500
Designed:	ED	6-16-77		
Checked:	ED	6-22-77		
Scale:	1" = 50'			Sheet 1 of 1 Shows
av. Date:	36 of 109			
EAST BAY CONSULTANTS A JOINT VENTURE • MURRAY-MCCORMICK, INC. • WILSEY & HAM 1100 EDGEWATER DRIVE, SUITE 434, OAKLAND, CA 94612 (415) 433-0750				

RECORD DRAWING



RECORD DRAWING



CHECKED WES		DATE 8 Aug 77	
DESIGN SS		TRACED NF	
EAST BAY DISCHARGERS AUTHORITY ALAMEDA COUNTY, CALIFORNIA			
WATER QUALITY MANAGEMENT PROGRAM - PHASE I			
KENNEDY ENGINEERS, INC. SAN FRANCISCO			
SUBMITTED: <i>Paul S. Smith</i>			
APPROVED: <i>Wesley J. Wines</i>			
FILE NO. 55-18 SHEET 6			

FORCE MAIN BETWEEN ALVARADO AND NEWARK
PLAN AND PROFILE
STA. 58+00 TO STA. 73+00
JOB NO. 6128
SCALE AS SHOWN
DWG. NO. 6

EXHIBIT B

CONSTRUCTION WORK PLAN



TRACT 7728, PARCEL C, TURK ISLAND
UNION CITY, CALIFORNIA

CONSTRUCTION WORK PLAN

SUBMITTED TO

Mr. Jeff Lawrence
Nuvera Homes
7041 Koll Center Parkway, Suite 170
Union City, CA 94566

PREPARED BY
ENGEO Incorporated

June 18, 2020

PROJECT NO.
4209.000.000

Project No.
4209.000.000

June 18, 2020

Mr. Jeff Lawrence
Nuvera Homes
7041 Koll Center Parkway, Suite 170
Pleasanton, CA 94566

Subject: Tract 7728, Parcel C, Turk Island
Union City, California

CONSTRUCTION WORK PLAN

Dear Mr. Lawrence:

With your authorization, we prepared this Construction Work Plan to specifically address the excavation and backfilling around the two Union Sanitary District force mains that underlie the western perimeter of your proposed residential development in Union City, California. The project includes developing the 6-acre "Parcel C" of the closed Turk Island Landfill into 33 residential units.

Our experience and that of our profession is that the risk of costly design, construction, and maintenance problems can be significantly lowered by retaining the design geotechnical engineering firm to review the project plans and specifications and provide geotechnical observation and testing services during construction.

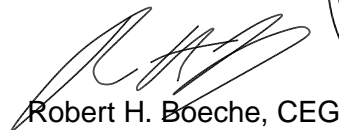
If you have any questions or comments regarding this report, please call and we will be glad to discuss them with you.

Sincerely,

ENGEO Incorporated


Jonas Bauer

jb/rhb/cjnt


Robert H. Boeche, CEG

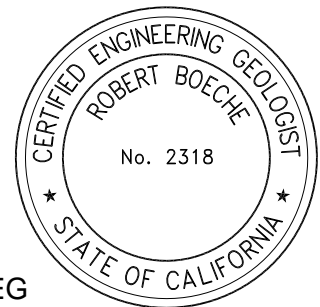


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FIGURES

1.0 INTRODUCTION

1.1 PURPOSE AND SCOPE

This construction work plan recommends procedures to safely excavate the soil/refuse overlying and surrounding two 39-inch diameter Union Sanitary District (USD) sanitary sewer force mains that underlie the western boundary of the 6-acre parcel northwest of the intersection of Carmel Way and Westport Way in Union City, California. Current planning is to improve the parcel for residential development. The force mains were originally constructed in 1982 and convey raw wastewater from the Irvington and Newark Basins to the Alvarado Wastewater Treatment Plan. They are composed of reinforced concrete pipe (RCP) with bell and spigot single gasket joints.

The 6-acre (6.3 acres) parcel is an old municipal solid waste landfill that was operational from 1963 to 1970. Wastes were initially deposited directly on the native clay surface and eventually capped with approximately 4 feet of cover soil. The parcel is separated from the adjacent larger, 47 acre, closed Turk Island landfill on the west by an approximately 20-foot-wide PG&E overhead transmission line easement. The USD force mains run parallel to the PG&E overhead lines within the western edge of the landfill's footprint.

As shown on Figure 2, the parcel is proposed to be "clean closed" by removing all the refuse material underlying the site and then raising the grade to match the surrounding grades by importing and placing engineered fill. The property will then be subdivided into 33 single-family lots.

1.2 PROJECT LOCATION AND PROPOSED DEVELOPMENT

The subject 6.3-acre site is currently part of the same site as the Turk Island Landfill (Parcel A). Parcel C is located at the northwest quadrant of Westport Way and Carmel Way, as shown on the Vicinity Map, Figure 1. The main Turk Island Landfill is west of the site, Sea Breeze Park, a recreational area, is north of the site, and residential buildings are situated east and south of the site.

As shown on Figure 2, the site is proposed to be subdivided into 33 single-family lots. An interior loop, Singh Circle, will provide access to the site from Westport Way. Proposed grades at the site vary from an elevation of 10 feet (NGVD29, National Geodetic Vertical Datum of 1929) at the southeast corner of the site to 12.9 feet (NGVD29) at the northern end. Other improvements to be constructed on the site include underground utilities, asphalt pavements, concrete flatwork and landscaping.

1.3 DOCUMENT REVIEW

In preparing this report, we reviewed the following documents.

1.3.1 Record Drawing No. 6 for USD twin 39-inch force main (Union Sanitary District, transmitted September 4, 1998)

Based on as-built drawings from the East Bay Discharge Authority, the 39-inch twin force main is embedded at an elevation of approximately -1 feet (NGVD 29) while the top of the landfill ranges from elevation 17 to 20 Feet. The drawings indicate that the piping is underlain and overlain by

about 2 feet of sand backfill. The landfill cover on top of the sand is about 16 and 18 feet in thickness.

1.3.2 Force Main Facility Plan, Internal/External Inspections (Brown and Caldwell, January 13, 2005)

Brown and Caldwell conducted an internal and external inspection of the condition of the twin force mains to determine an overall condition rating. External inspection included a visual inspection of the pipe exterior and locations were determined based on potential corrosivity of soils and probability of water fluctuations above and below the pipe. Internal inspection of the force mains was done using closed-circuit television cameras (CCTV) and locations were determined based on accessibility, elevation along the force main and distance from chemical dosing stations. The report concluded that the twin force main system is in “excellent condition” for its years of service and may be serviceable for another 25 to 40 years.

2.0 PREVIOUS CONSULTATION, CALCULATIONS AND FIELD TESTING

ENGEO has previously prepared and reviewed a geotechnical exploration report and various construction support documents for this project.

2.1 GEOTECHNICAL EXPLORATION (ENGEO, 2017)

In 2017, we conducted a Geotechnical Exploration for the project site. The exploration included advancing three cone penetration test (CPT) soundings at various locations on the site. The soundings generally encountered approximately 3½ to 4½ feet of soil cover over the refuse. The landfill varied from about 10 feet thick at the northwest corner of the site to about 16 feet at the southeast corner. The bottom of the landfill refuse was encountered at approximately 14 feet below existing ground at the northwest corner of the site to 20 feet below existing grade at the southeast corner. Native soil below the refuse consisted of silty clay interbedded with silty sand layers. The immediate layer of native clay beneath the refuse, about 5 to 12 feet thick, is generally stiff to very stiff and moist.

2.2 USD FORCE MAIN SUPPLEMENTAL REPORT (ENGEO, 2018)

In 2018, we published a supplemental report to provide field information, data, analytical results and recommendations on how the removal and offhaul operation may impact the USD force mains. We excavated nine test pits near or over the mapped location of the centerline of the twin force mains under supervision of a USD representative. Casing of the east barrel of the twin USD force mains was exposed in two test pits at depths of approximately 18 feet. This depth to the top of pipe is consistent with the elevations shown on the as-built record drawings of the force mains. We noted that the contact between the landfill and pipe backfill (moderate-to-high plasticity sandy clay that appears to be native soil) was 1 foot or less above the pipe casing.

We also evaluated the potential impact of grading equipment driving over the existing force mains using a Finite Element model. Results indicate that the added vertical stress due to excavator loading decreased rapidly with increased depth of cover. Our analysis considered excavators ranging in size from very small to large. Detailed results can be found in the referenced report. It should be noted that our analysis did not consider the stress relief associated with refuse excavations above the USD Force Mains.

3.0 CONSTRUCTION RECOMMENDATIONS

3.1 EXCAVATION SEQUENCE

Approximately 18 feet of refuse/soil will be removed and replaced by engineered fill ranging from approximately 7 to 10 feet in thickness. Excavations will be performed using a 335FL Caterpillar hydraulic excavator (84,000-100,000 pounds), or equivalent, a Caterpillar 950G rubber-tired, front end loader or equivalent (39,200-50,000 pounds), a low-ground pressure (LPG) Caterpillar D-6 bulldozer or equivalent, a Caterpillar 14H motor grader or equivalent (41,410-55,000 pounds), and a bottom-dump trucks or equivalent with two 10-yard trailers (75,000-95,000 pounds).

As noted previously, we modeled the added stress to the force mains for various depths of covers and various excavators; however, our initial calculations did not consider the reduced stress due to the excavation of the overburden soil. For the purposes of this report, that stress relief has been accounted for and is reflected in these recommendations. Assuming a unit weight of roughly 100 pcf for the existing refuse, a refuse thickness of approximately 18 feet and considering the largest excavator (CAT335FL), the net force on the pipe will only increase if the excavator is placed within 4 feet, or less (depth of cover beneath the excavator and over the pipe), above the pipe. For refuse covers of 6 feet or more, the pressure decrease associated with the refuse excavation is larger than the additional pressure created by excavator loading.

Once the excavation begins, we assume that excavators will be positioned within an influence zone determined by a line projected at a 1:1 slope angle from the top of the force mains up to the ground surface. As we have not received any guidance from USD regarding the capacity of the pipe, we recommend that only 335FL excavators be allowed within the 1:1 projection while maintaining at least 6 feet of cover over the piping. With 6 feet of cover, the additional pressure produced over the pipe will be less than the stress relief associated with the refuse excavation. If excavators need to be placed within a 1:1 projection with less than 6 feet of cover, the size of the excavator should be reduced as shown in Table 3.1-1. USD should verify that our assumed loading scenario is acceptable.

TABLE 3.1-1. Recommended Equipment Size for depths of covers

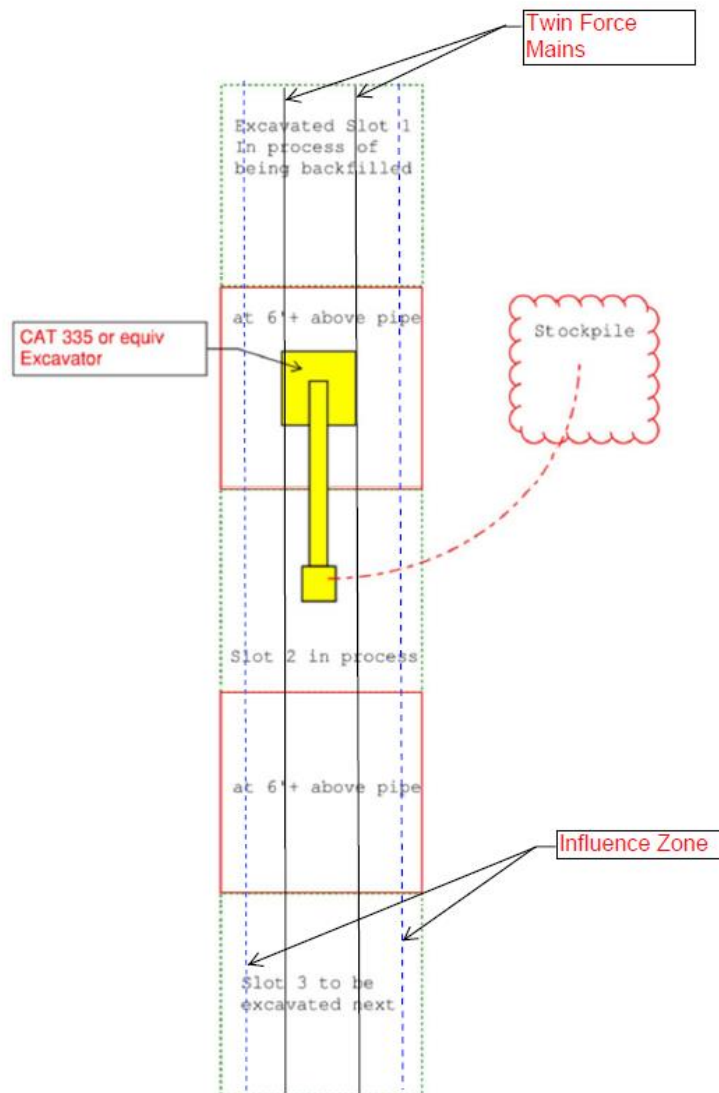
DEPTH OF COVER ABOVE USD FORCE MAIN (FT)	MAXIMUM EQUIPMENT SIZE ALLOWED
6+	335FL*
4	C318FL*
2	301.7D*

*or equivalent

Based on conversations with the general contractor who will perform the work (Pacific States Environmental), we understand that the general plan is to excavate the bulk of the 6-acre landfill in slots running perpendicular to the existing USD force mains and that the slots will be approximately 8 to 12 feet in width. However, the specific area in and around the USD force mains, anything within a 22-foot influence zone project (assuming a minimum 6 foot cover above the centerline of the piping and 10 feet of lateral distance between the force mains), will be subject to the special supplemental handling and operational procedures that are outlined as follows.

- Prior to any excavation, we recommend confirming the pipe locations and depths via test pitting and/or potholing. After this confirmation, the contractor shall establish and maintain a stable working pad at a minimum of 6 feet above the existing force mains.
- The contractor can then begin to excavate the refuse/soil in a “leap-frog” sequencing pattern. The contractor can excavate along the piping alignment by placing his excavator on top of the piping (with at least 6 feet of cover) and excavate down to the piping in front of and behind (rotating 180 degrees) the excavator while placing the excavation spoils to the east side of the alignment (at 90 degrees). After backfilling, the contractor can move over a single excavation width – “leap frogging” – and repeats the process. He leap frogs like this, simultaneously potholing in front of and behind his equipment placement, over the length of the planned excavation above the force mains. A simplified diagram of this methodology is shown in Exhibit 3.1-1.

EXHIBIT 3.1-1: Proposed Excavation Sequence (Not to scale)



- Generated spoils must be stockpiled perpendicular to the force main alignment, outside of the influence zone, to maintain a clear working space and to minimize any additional potential surcharge to force mains.
- While excavating each subsequent pit, the prior pit will be backfilled with engineered fill in accordance with the recommendations herein (See Section 3.2.).
- A representative of our firm will be on-site to observe all excavations and fill placement and to document that the work is performed in general accordance with these recommendations.

3.2 BACKFILL SEQUENCE

After the refuse is excavated, the general contractor should only use non-vibratory, light equipment to compact the pipe bedding according to the fill placement recommendations in Section 3.4. This may be done using a jumping jack or a walk-behind trench roller (e.g. a Multiquip MRH601DS or equivalent providing the vibratory function is turned off). We recommend limiting lift thicknesses so adequate compaction can be achieved. If adequate compaction cannot be achieved using non-vibratory equipment, we recommend using a sand cement slurry to backfill to 3 feet above the twin force mains. At 3 feet, light vibratory equipment may be used. Full vibratory equipment is allowed again if a cover of at least 6 feet above the force mains is established. The recommended compaction equipment is also detailed in Table 3.2-1.

TABLE 3.2-1: Recommended Compaction Equipment for depths of covers

DEPTH OF COVER ABOVE USD FORCE MAIN (FT)	MAXIMUM EQUIPMENT SIZE ALLOWED*	VIBRATORY COMPACTION?
0-3	Multiquip MRH601DS or Jumping Jack	No
3-6	CAT CB1.7	Yes

*or equivalent

Trucks should only be permitted to cross the USD force mains if at least 6 feet of refuse over the pipe is maintained. Approximately 16 to 18 feet of overburden currently overlies the contractor's planned haul route. If it becomes necessary to cross over the force mains where adequate cover is not present, temporary sections of engineered fill or temporary bridges should be placed and/or built over the piping as appropriate. In this case, install orange fencing along the USD easement to direct truck traffic to the temporary bridges.

3.3 ACCEPTABLE FILL

Import soil should have a PI less than 20, with more than 70 percent passing the No. 200 sieve, and less than 5 percent larger than 4 inches. The target wet density of the import fill is 120 to 130 pounds per cubic foot (pcf) when compacted to 90 percent relative compaction. Soil should be free of construction debris (wood, brick, asphalt, concrete, metal, etc.), trees, and high organic content soil (soil that contains more than 3 percent organic content by weight).

3.4 FILL PLACEMENT

The following compaction control requirements should be maintained for on-site clayey soil material

Test Procedures:	ASTM D-1557.
Required Moisture Content:	Not less than 4 percentage points above optimum moisture content.
Minimum Relative Compaction:	Not less than 90 percent.

The following compaction control requirement should be maintained for imported fill.

Test Procedures:	ASTM D-1557.
Required Moisture Content:	Not less than 3 percentage points above optimum moisture content.
Minimum Relative Compaction:	Not less than 90 percent.

The following compaction control requirement should be maintained for soil material used in future landscape areas above the USD force mains.

Test Procedures:	ASTM D-1557.
Required Moisture Content:	Not less than optimum moisture content.
Minimum Relative Compaction:	Not less than 85 percent.

Relative compaction refers to the in-place dry density of soil expressed as a percentage of the maximum dry density of the same material. It is important that all site preparations be done under observation of a Geotechnical Engineer's field representative. The Geotechnical Engineer's field representative should observe all construction area preparation, including demolition and stripping.

4.0 CONSTRUCTION MONITORING

At least three working days prior to excavating above the USD force main easement, a meeting will be held at the project construction trailer. The grading contractor will be required to bring a list of types, dimensions, and weights of construction equipment that will be used during their operations. Attendance by a representative from USD is also strongly recommended. A copy of this work plan will be distributed to all attendees. An ENGEO representative will explain the work plan during the meeting and answer any questions that may arise.

An ENGEO representative will be onsite before any work is performed and while the work is being performed around the USD force mains to check that the equipment that will be used matches the equipment described in this work plan and to observe that these recommendations are faithfully adhered to.

5.0 LIMITATIONS AND UNIFORMITY OF CONDITIONS

This Construction Work Plan is issued with the understanding that it is the responsibility of the owner to transmit the information and recommendations of this report to others involved with the project including but not limited to contractors, buyers, architects, engineers, and designers for the project so that the necessary steps can be taken by the contractors and subcontractors to carry out recommendations in the field. The conclusions and recommendations contained in this report are solely professional opinions.

The professional staff of ENGEO Incorporated strives to perform its services in a proper and professional manner with reasonable care and competence but is not infallible. There are risks of earth movement and property damage inherent in the design and construction of facilities and utilities. We are unable to eliminate all risks; therefore, we are unable to guarantee or warrant the results of our service.

This study is based upon field and other conditions discovered at the time of preparation of ENGEO's document of service. This document must not be subject to unauthorized reuse; that is, reuse without written authorization of ENGEO. Such authorization is essential because it requires ENGEO to evaluate the documents applicability given new circumstances, not the least of which is passage of time. Actual field or other conditions will necessitate clarifications, adjustments, modifications, or other changes to ENGEO's documents of service. Therefore, ENGEO must be engaged to prepare the necessary clarifications, adjustments, modifications or other changes before construction activities commence or further activity proceeds. If ENGEO's scope of services does not include onsite construction observation or if other persons or entities are retained to provide such services, ENGEO cannot be held responsible for any or all claims, including, but not limited to claims arising from or resulting from the performance of such services by other persons or entities, and any or all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies, or other changes necessary to reflect changed field or other conditions.

SELECTED REFERENCES

- Brown and Caldwell, Force Main Facility Plan, Internal/External Inspections, Union Sanitary District; January 13, 2005.
- ENGEO; Geotechnical Exploration, Tract 7728, Parcel C, Turk Island, Union City, California; April 6, 2017; Project No. 4209.000.000.
- ENGEO, Geotechnical Exploration, Play Field Improvements, Closed Turk Island Landfill, 32505 Union city Boulevard, Union City, California, April 30, 2002, Project No. 4209.1.051.02.
- ENGEO, Geotechnical Options, Parcel C, Turk Island, Union City, California, Revised November 4, 2016; April 22, 2015, Project No. 4209.000.000.
- ENGEO; Review of Clean Closure/Remediation and Grading Plans, Turk Island Landfill, Union City, California; March 15, 2018, revised July 13, 2018; Project No. 4209.000.000.
- ENGEO; USD Force Main Supplemental Report; Tract 7728, Parcel C, Turk Island; Union City, California, June 7, 2018; Project No. 4209.000.000.
- Harza Engineering Co. of California; Geotechnical Investigation, Tract 6734, Residential Development, Union City, California; March 7, 1997, Project No. L712-H.
- Ruggeri-Jensen-Azar (RJA); Grading Plans/Refuse Location, Turk Island Landfill, City of Union City; Alameda County, California; July 12, 2019; Job No. 151049.
- Terratech, Inc.; Supplemental Study of Stability, Turk Island Class II – 2 Refuse Disposal Site, Turk Island Disposal Company, Union City, Alameda County, California; November 1984; Project 3351/1.
- The Remediation Group, Inc., Clean Closure/Remediation Plan, 6.3 Arce/Closed Turk Island Landfill, Union City, California (Draft); July 14, 2005; Project No. 2003.01-02.
- The Remediation Group, Inc., Clean Closure/Remediation Plan, 6.3 Arce/Closed Turk Island Landfill, Union City, California; February 6, 2016; Project No. 1034.01-02.
- Union Sanitary District, Record Drawing No. 6 for USD twin 39-inch force main; transmitted September 4, 1998.



FIGURES

Figure 1 – Vicinity Map

Figure 2 – Site Plan



1



EXPLANATION	
ALL LOCATIONS ARE APPROXIMATE	
	EXISTING PROPERTY BOUNDARY
	EXISTING EASEMENT BOUNDARY
	CENTERLINE OF EXISTING TWIN 39" SANITARY SEWER FORCE MAINS
	1-B3 BORING (ENGEO, 2016)
	EB-2 BORING (CORNERSTONE, 2008)
	1-TP7 TEST PIT (ENGEO, 2017)
	1-TP2/1-TP9 TEST PIT WITH SECOND ROUND OF EXPLORATION (ENGEO, 2017)
	TPE-6 TEST PIT (ENGEO, 2002)
	TR-10 TEST PIT (THE REMEDIATION GROUP, 1997/2000)
	TPR-11 TEST PIT (THE REMEDIATION GROUP, 1995)
	1-CPT3 CONE PENETRATION TEST (ENGEO, 2016)
	CPT-4 CONE PENETRATION TEST (CORNERSTONE, 2008)
	MW-8 GROUNDWATER MONITORING WELL (BETA ASSOCIATES, 1988)



EXHIBIT C

LEAK RESPONSE PLAN INSTRUCTIONS

- A. The Leak Response Plan shall detail the procedures, resources, equipment, and manpower that may be required to mitigate and correct leaks that are discovered or occur during the Work including:
1. Repair methods for fractures
 - a. Provide step-by-step procedures for containing, repairing, and cleaning up the leak, including excavation, pipe replacement (pipe size/material), connection couplings, etc. Identify who, what when and how long.
 2. On-site materials and equipment
 - a. Identify materials and equipment to be kept on site as redundancy against leaks including bypass pumps and piping, couplings, clamps, dewatering pumps, excavation equipment, tanker trucks, spare pipe, etc.
 - b. Provide a list of all equipment and piping indicating size, type and number.
 3. Communication
 - a. Outline communication protocols with USD in the event of a leak
 - b. Provide an Emergency Contact List that shall include the following:
 - 1) Contractor, subcontractor and USD personnel that would be involved in responding to a potential leak.
 - 2) Names, responsibilities, office and cell phone numbers.
 4. Groundwater monitoring
 - a. Describe the groundwater monitoring program for potential contamination by leaking wastewater. Include who will be responsible for performing regular surveys and specify how often they will be performed.
 - b. Provide a sample log sheet to be completed and maintained during construction. Identify the procedure to verify a leak including testing to be performed to determine if the possible leak is wastewater instead of groundwater.

- c. Identify the procedure to determine the source of a leak and a specific leak location
- 5. Discharge locations
 - a. Identify the discharge locations for wastewater during repair operations.
 - b. Provide a plan considering worst-case leak location
 - c. Describe procedures for collecting sewage pumping, transport and disposal.
- 6. Bypassing locations
 - a. Identify the locations at which pumping will be bypassed during repair operations.

EXHIBIT D

DISTRICT STANDARD RATES

The District multiplier of 2.71 shall be applied to these regular hour rates:

Principal Engineer	\$100/hr
Associate Engineer	\$70/hr

Consultant Rates (estimated):

Inspector Project Manager	\$210/hr
Construction Inspector	\$185/hr
District Legal counsel	\$320/hr

Actual consultant rates will be available after consultant selection.

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JULY 12, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 9**

TITLE: **Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Carollo Engineers, Inc. for the Plant Miscellaneous Improvements Project (*This is a motion item*)**

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

Recommendation

Staff recommends the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Carollo Engineers, Inc. (Carollo) in the amount of \$185,034 to provide final design services for the Plant Miscellaneous Improvements Project (Project).

Discussion

The purpose of this task order is to authorize Carollo to provide final design and bid period services for the Project. The Project will include the following rehabilitation and repairs at the Alvarado Wastewater Treatment Plant:

- Replace Thickener Nos. 1 and 2 center well hatches and waterlines and add non-skid coating to the concrete roof decks of Thickener Nos. 1 and 2.
- Replace the 4-inch drain line inside the Alvarado Influent Pump Station's wet well room.
- Replace nine existing non-traffic-rated underground utility boxes with traffic-rated underground utility boxes in different areas of the Plant.
- Install fall protection at skylights and at the edges of the roof of several Plant buildings.

- Replace the bearings of Lift Pump No. 2 at Lift Station No. 1.
- Replace Remote Base Controller (RBC) No. 2 in the Reclaimed Water Pump Room with a new remote input/output (RIO) panel.
- Install new variable frequency drives (VFDs) for Reclaimed Water Pump Nos. 2 and 3.
- Miscellaneous concrete repairs and replacement at several locations throughout the Plant.

Figure 1 shows the locations of the various project scope items.

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

Task No.	Task Description	Fee
1	Project Management and Meetings	\$7,062
2	Final Design	\$169,062
3	Bid Period Services	\$8,910
Total Task Order Not to Exceed Fee		\$185,034

The total not to exceed fee of \$185,034 is approximately 8.4 percent of the preliminary construction cost estimate of \$2.2 million. For a project of this scope and size, staff estimated the final design fee to be between 10 and 14 percent of the construction cost estimate. Staff believes the fee for Task Order No. 1 is reasonable. As a comparison, the table below compares the design fees of two previous miscellaneous improvements projects.

Project	Final Design Fee	Final Construction Cost	Percent of Design Fee to Construction Cost
Plant Mechanical Improvements (2004)	\$558,275	\$3,889,669	14.4%
Plant Facilities Improvements (2016)	\$140,717	\$1,202,005	11.7%

Carollo should complete the Project's design by spring 2022. Staff anticipates construction to begin in summer 2022.

Background

Staff identified various equipment and facilities at the Plant are in need of rehabilitation, replacement, or repairs to improve the Plant's operation and maintenance. The scope of work or the cost for each improvement is not extensive enough to warrant its own standalone construction project. Therefore, these improvements will be combined into a larger construction project to allow for more favorable bids. The District constructed similar projects, the Plant Mechanical Improvements Project in 2004 and the Plant Facilities Improvements Project in 2016, that included various equipment and facilities improvements in the Plant.

Previous Board Action

None.

PRE/SEG/RC/DC/BE;mb

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

UNION SANITARY DISTRICT
ALVARADO WASTEWATER TREATMENT PLANT

NO SCALE

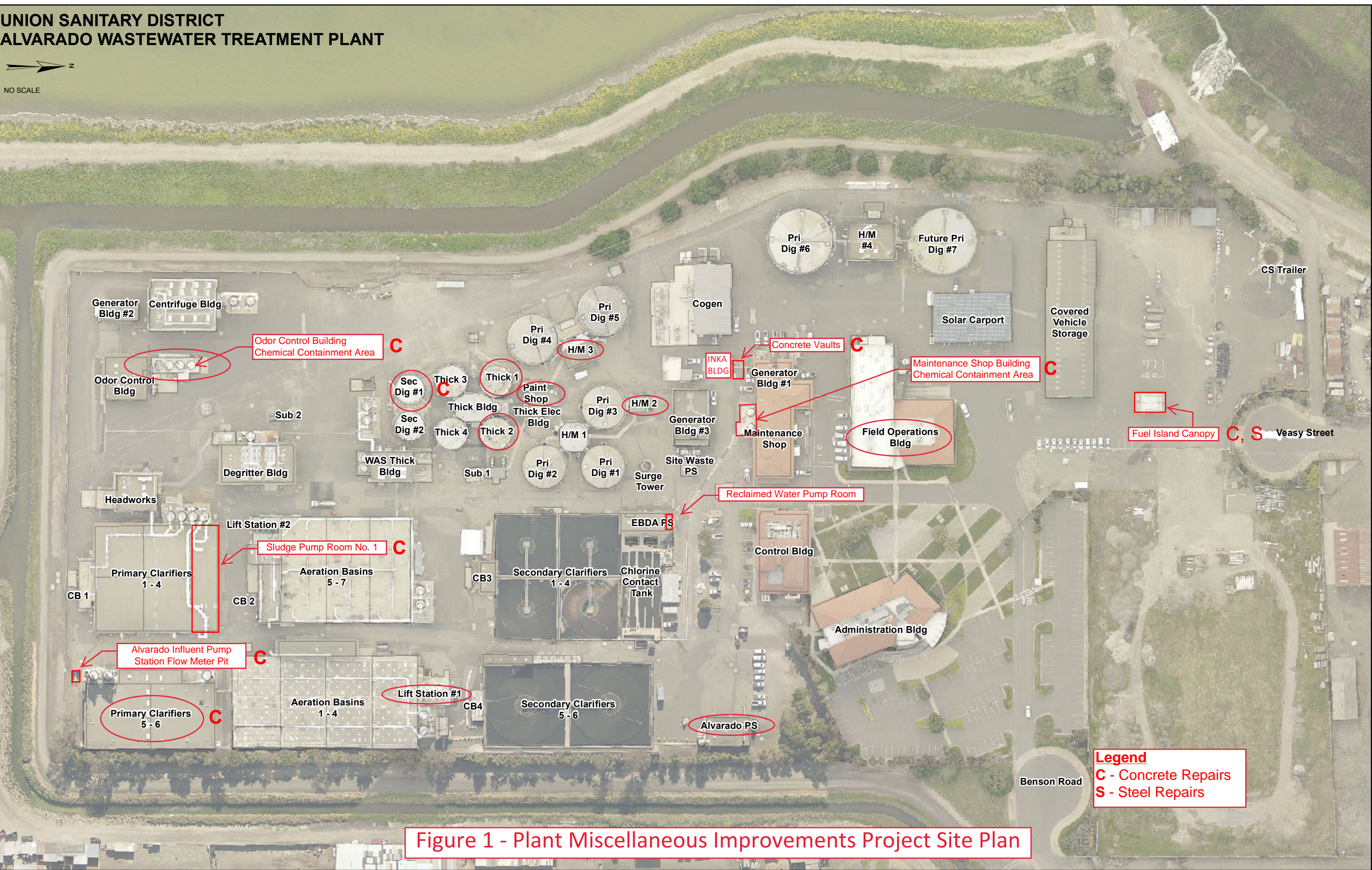


Figure 1 - Plant Miscellaneous Improvements Project Site Plan

PLANT MISCELLANEOUS IMPROVEMENTS PROJECT
AGREEMENT
BETWEEN
UNION SANITARY DISTRICT
AND
CAROLLO ENGINEERS, INC.
FOR
PROFESSIONAL SERVICES

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

WITNESSETH:

WHEREAS, District intends to construct the Plant Miscellaneous Improvements Project (hereinafter referred to as Project), and,

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

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

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

ARTICLE 1 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 2 - COMPENSATION

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

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

Definitions are as follows:

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

Alternatively, the District and the Engineer may agree to utilize the fully-encumbered hourly rates and fees for Services performed by the

Engineer. These hourly rates and fees shall be based on the Engineer's rate schedule published at the time this Agreement or Task Order is executed and shall be attached to each applicable Task Order.

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

- 2.8 District shall pay Engineer in accordance with each Task Order for Services.
- 2.9 Engineer shall submit monthly statements for Services rendered. District will make prompt monthly payments in response to Engineer's monthly statements.

ARTICLE 3 - PERIOD OF SERVICE

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

ARTICLE 4 - DISTRICT'S RESPONSIBILITIES

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

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

- 4.4 Perform such other functions as are indicated in each Task Order related to duties of District.
- 4.5 Bear all costs incident to compliance with the requirements of this Section.

ARTICLE 5 - STANDARD OF CARE

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

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 7 - SUBCONTRACTING

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

ARTICLE 8 - ENGINEER-ASSIGNED PERSONNEL

- 8.1 Engineer shall designate in writing an individual to have immediate responsibility for the performance of the services and for all matters relating to performance under this Agreement. Key personnel to be assigned by Engineer will be stipulated in each Task Order.

Substitution of any assigned person shall require the prior written approval of the District, which shall not be unreasonably withheld. If the District determines that a proposed substitution is not responsible or qualified to perform the services then, at the request of the District, Engineer shall substitute a qualified and responsible person.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 10 - RECORDS OF LABOR AND COSTS

- 10.1 Engineer shall maintain for all Task Orders, records of all labor and costs used in claims for compensation under this Agreement. Records shall mean a contemporaneous record of time for personnel; a methodology and calculation of the Multiplier for fringe benefits and indirect costs; and invoices, time sheets, or other factors used as a basis for determining other non-labor Project charges. These records must be made available to the District upon reasonable notice of no more than 48 hours during the period of the performance of this Agreement.

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

ARTICLE 11 - INSURANCE

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

- 11.1 Workers' Compensation and Employer's Liability Insurance for protection of Engineer's employees as required by law and as will protect Engineer from loss or damage because of personal injuries, including death to any of his employees.
- 11.2 Comprehensive Automobile Liability Insurance. Engineer agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability. This policy shall protect Engineer against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 Combined Single Limit.
- 11.3 Comprehensive General Liability Insurance as will protect Engineer and District from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the

Engineer's operations under this Agreement, which insurance shall name the District as additional insured. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence and aggregate. Such insurance will insure Engineer and District from any and all claims arising from the following:

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

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

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

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

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

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

ARTICLE 12 - LIABILITY AND INDEMNIFICATION

- 12.1 Having considered the risks and potential liabilities that may exist during the performance of the Services, and in consideration of the promises included herein, District and Engineer agree to allocate such liabilities in accordance with this Article 12. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.
- 12.2 Engineer shall indemnify and save harmless the District and all of their agents, officers, and employees from and against all claims, demands, or causes of action of every name or nature to the extent caused by the negligent error, omission, or act of Engineer, its agents, servants, or employees in the performance of its services under this Agreement. In no event shall Engineer's costs to defend the District exceed the Engineer's proportionate percentage of negligence or fault, based upon a final judicial determination, except that if one or more defendants in an action are unable to pay its share of defense costs due to bankruptcy or dissolution, Engineer shall meet and confer with the other defendant parties regarding defense costs.
- 12.3 In the event an action for damages is filed in which negligence is alleged on the part of District and Engineer, Engineer agrees to defend District. In the event District accepts Engineer's defense, District agrees to indemnify and reimburse Engineer on a pro rata basis for all expenses of defense and any judgment or amount paid by Engineer in resolution of such claim. Such pro rata share shall be based upon a final judicial determination of proportionate negligence or, in the absence of such determination, by mutual agreement.
- 12.4 Engineer shall indemnify District against legal liability for damages arising out of claims by Engineer's employees. District shall indemnify Engineer against legal liability for damages arising out of claims by District's employees.
- 12.5 Indemnity provisions will be incorporated into all Project contractual arrangements entered into by District and will protect District and Engineer to the same extent.
- 12.6 Upon completion of all services, obligations and duties provided for in the Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
- 12.7 To the maximum extent permitted by law, Engineer's liability for District's damage will not exceed the aggregate compensation received by Engineer under this Agreement or the maximum amount of professional liability insurance available at the time of any settlement or judgment, which ever is greater.

ARTICLE 13 - INDEPENDENT CONTRACTOR

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

ARTICLE 14 - COMPLIANCE WITH LAWS

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

ARTICLE 15 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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

ARTICLE 16 - TERMINATION OF CONTRACT

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

project, equitable adjustment shall be made to Engineer's compensation.

ARTICLE 17 - UNCONTROLLABLE FORCES

- 17.1 Neither District nor Engineer shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either District or Engineer under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.
- 17.2 Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require Engineer or District to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. The Engineer will be allowed reasonable negotiated extension of time or adjustments for District initiated temporary stoppage of services.

ARTICLE 18 - MISCELLANEOUS

- 18.1 A waiver by either District or Engineer of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- 18.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or

enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

ARTICLE 19 - INTEGRATION AND MODIFICATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

- 20.1 District and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 20.2 Neither District nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent engineers, associates, and subcontractors as he may deem appropriate to assist him/her in the performance of the Services hereunder and in accordance with Article 7.
- 20.3 Nothing herein shall be construed to give any rights or benefits to anyone other than District and Engineer.

ARTICLE 21 – INFORMATION SYSTEM SECURITY

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

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

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

ARTICLE 22 – EMPLOYEE BACKGROUND CHECK

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

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

The background check shall be conducted and the results submitted to the District prior to initial access by Consultant Employees. If at any time, it is discovered that a Consultant Employee has a criminal record that includes a felony or misdemeanor, the Engineer is required to inform the District immediately and the District will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job

duties, to determine whether the Consultant Employee will be placed or remain on a District assignment. The District may withhold consent at its sole discretion. The District may also conduct its own criminal background check of the Consultant Employees. Failure of the Engineer to comply with the terms of this paragraph may result in the termination of its contract with the District.

ARTICLE 23 - EXCEPTIONS

No exceptions.

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

DISTRICT

ENGINEER

UNION SANITARY DISTRICT

CAROLLO ENGINEERS, INC.

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

By: _____
Scott E. Parker, P.E.
Senior Vice President

Date: _____

Date: _____

By: _____
Rick L. Chan, P.E.
Senior Vice President

Date: _____

PLANT MISCELLANEOUS IMPROVEMENTS PROJECT

TASK ORDER NO. 1

TO

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

CAROLLO ENGINEERS, INC.

FOR

PROFESSIONAL SERVICES

Dated _____

1. PURPOSE

The purpose of Task Order No. 1 is for Carollo Engineers, Inc. (Engineer) to provide design services for the Plant Miscellaneous Improvements Project (Project).

2. PROJECT UNDERSTANDING

The Union Sanitary District's (District) Alvarado Wastewater Treatment Plant (WWTP) has a number of plant improvement needs. The purpose of this Project is to provide design services to implement these improvements.

Anticipated major rehabilitation and modifications under the final design are as follows:

- Repair concrete at the vaults between Generator Building No. 1 and INKA MCC Building.
- Replace waterlines and add non-skid coating to the roofs of Thickeners No. 1 and 2.
- Replace Thickeners No. 1 and 2 center well hatches to match Thickeners No. 3 and 4.
- Install fall protection around the following areas at the plant:
 - Heating and Mixing Building No. 2 and No. 3 – Roof railing.

- Alvarado Influent Pump Station – Roof railing and skylight fall protection.
 - Paint Shop - Roof railing and skylight fall protection.
 - Field Operations Building - Roof railing and skylight fall protection.
 - One additional TBD building at the plant - Roof railing and skylight fall protection.
- Evaluate if any concrete repairs are needed and recoat the concrete at the Odor Control Building and Maintenance Shop Building chemical containment areas.
- Replace bearings of Lift Pump No. 2 at Lift Station No. 1.
- Replace RBC No. 2 in the Reclaimed Water Pump Room with a new RIO Panel.
- Add VFDs for Reclaimed Water Pumps Nos. 2 and 3.
- Evaluate the replacement/removal of existing non-traffic rated underground utility boxes with traffic rated underground utility boxes.
- As needed based on the condition assessment to be performed by others:
 - Repair of any concrete at Secondary Digester No. 1.
 - Repair of Sludge Pump Room No. 1 walls/ceiling.
 - Repair of East Primary Clarifier Building west wall.
 - Repair of the Fuel Island canopy.
- Repair of concrete curb on top of the Alvarado Influent Pump Station Flow Meter Pit.
- Replace 4-inch drain line inside the Alvarado Influent Pump Station's lower-level wet well room.

3. PROJECT COORDINATION

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

4. SCOPE OF SERVICES

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

Task 1 – Project Management and Meetings

Task 1.1 – Project Management

Engineer shall monitor and track overall project scope, budget, and schedule. Engineer shall prepare and submit a monthly progress report to the District which will include an invoice, show percentage of work completed, and the percentage of contract billed, and summarize the work completed to during the month.

Task 1.2 – Kickoff Meeting

Engineer shall conduct a one-hour virtual Kickoff Meeting with key project participants. Engineer's staff in attendance will include the Principal-in-Charge, Project Manager, and Project Engineer/Structural Engineer. The meeting will present the initial design concepts for each project element and the schedule and budget, as well as communication and project team roles/responsibilities.

Task 2 – Final Design

Task 2.1 – Preparation of Contract Documents

The following design items will be included in the Contract Documents. Included in the following items are record drawing review, site visits, and responses to 50 percent and 90 percent submittal review comments by the District. The 50 percent, 90 percent, and final design submittals will be produced along with preliminary construction cost estimates for each submittal stage.

- Miscellaneous Area Improvements:
 - Vault Repair – Engineer shall design repairs for two (2) concrete vaults between Generator Building No. 1 and the INKA Building.
 - Thickeners No. 1 and 2 – Engineer shall incorporate improvements that were designed but not constructed under the Primary Digester No. 2 Rehabilitation Project into this Project. This includes replacing the 3W line at both tanks, adding non-skid coating to the roofs of Thickeners No. 1 and 2, and replacing the center roof hatches at both tanks to match Thickeners No. 3 and 4. No new design elements of Thickeners No. 1 and 2 are assumed to be required.
 - Fall Protection – Engineer shall design for installation of new fall protection around skylights and/or new roof railings at Heating and Mixing Building No. 2 and No. 3, Alvarado Influent Pump Station, Paint Shop, Field Operations Building, and one additional TBD building at the plant.
 - Chemical Containment Areas – Engineer shall evaluate and recommend concrete repairs needed at the chemical containment areas located near the Odor Control Building and Maintenance Shop Building. For this scope, Engineer assumes design of concrete repairs at these two containment areas is needed.
 - Lift Pump No. 2 Bearing Replacement – Engineer shall design replacement of mechanical bearings of Lift Pump No. 2 at Lift Station No. 1.
 - Reclaimed Water Pump VFDs and Reclaimed Water Pump Room RIO – Engineer shall design for addition of VFDs for the Reclaimed

Pumps No. 2 and 3. Engineer shall also design for replacement of RBC No. 2 in the Reclaimed Water Pump Room with a new RIO Panel.

- Underground Utility Boxes – Engineer shall evaluate and recommend replacement or removal of eleven (11) non-traffic rated underground utility boxes with traffic rated underground utility boxes. For this scope, Engineer assumes design replacement of the utility boxes is needed and that they will be accomplished by excavating the area around each existing non-traffic rated utility box to allow “drop-in” installation of new traffic rated utility boxes without need to disturb the existing below-grade utilities.
- Miscellaneous Concrete and Steel Repairs – Based on the condition assessment findings, Engineer shall design concrete repairs at Secondary Digester No. 1, at walls/ceiling of Sludge Pump Room No. 1, and at west wall of East Primary Clarifier Building. Engineer shall also design concrete and steel repairs at the Fuel Island Canopy.
- Alvarado Influent Pump Station Repairs – Engineer shall design replacement of approximately 150 linear feet of existing 4-inch diameter DIP drain piping and fittings with new PVC piping and fittings. A portion of the new drain piping will need to be installed within an existing concrete slab.
- Alvarado Influent Pump Station Flow Meter Pit – Engineer shall evaluate and design repairs of the concrete curb at the perimeter of the Flow Meter Pit. Guardrail will be replaced or modified to remove them from the curb and installed flush-mounted to the curb. For this scope, it is assumed that repairs of the concrete curb will not require design replacement of electrical conduits adjacent to the curb.

Assumptions

- The District will provide front end documents for inclusion in the bid documents. Engineer shall modify the District’s front-end documents to conform to Project requirements.
- Three levels of concrete repair will be shown with typical details: mild, moderate, and severe. Based on the condition assessment findings, Engineer shall estimate the area of each repair type. The bid form will list the estimated area and request a unit price for each repair type. The District will monitor the actual repair work performed during construction and adjust the contract price accordingly. It is assumed no additional details beyond the three (3) types of concrete repair will be required.
- The District’s condition assessment report for the Engineer’s use to prepare concrete rehabilitation work will include an estimate of the amount of mildly, moderately, and severely corroded areas for the inspected structures.

- During design, the District will perform hazardous material testing for demolition and Engineer shall review the testing report. Contractor shall be required to perform their own hazardous materials testing during construction to confirm the presence of any hazardous materials.
- Any required permits will be obtained by the District. Permitting services are not included in this scope.
- No major civil site work, such as yard piping or paving and grading, is anticipated. All piping replacement work will be shown on mechanical sheets unless noted otherwise.
- No temporary piping systems will be shown on the drawings. Temporary piping, if required, will be described in the specifications only.
- No replacement of electric valve actuators will be provided.
- The District will provide the Engineer with review comments on the 50 and 90 percent design submittal within two (2) weeks after each submittal review meetings. The 50 and 90 percent submittal review meetings will be conducted within one (1) week after each submittal.
- Drawings and specifications will conform to USD Capital Improvement Projects Design Standards, June 2013.
- The 50 and 90 percent design submittals will be provided in PDF format only. The final design submittal will include both PDF format and AutoCAD drawings.

Task 2.2 – Design Submittal Meetings

Engineer shall conduct virtual 50 and 90 percent submittal review meetings to present the design, including preliminary work sequencing constraints and construction cost estimates. Engineer shall prepare and provide meeting minutes. Beecher Engineering will not attend any review meetings.

Task 3 – Bid Period Services

Engineer shall support the District's bidding efforts on an as-requested basis. Anticipated services include attendance at the pre-bid meeting and preparation of one (1) addendum.

Task 3.1 - Attend Pre-Bid Meeting

Engineer shall attend a virtual pre-bid meeting to be led by the District. Engineer's role in the meeting is to answer questions related to technical requirements of the contract where answers are known and presented in the documents and accept any questions that may require further clarification through issuance of an addendum.

Task 3.2 - Prepare Addenda

Engineer shall prepare one (1) addendum and respond formally to contractor's submitted questions.

Assumptions

- District will serve as the primary contact for the contractor's technical questions during the bid period.
- District will print and distribute bid documents and the addendum.

5. PAYMENT TO THE ENGINEER

Payment to the Engineer shall be as called for in Article 2 of the Agreement. The billing rate schedule is equivalent to an overall labor multiplier of 3.21 for office staff, including profit. Subconsultants and outside services will be billed at actual cost plus 5 percent; other direct costs will be billed at actual cost; and mileage will be billed at prevailing IRS standard rate.

The not-to-exceed amount for Task Order No. 1 is \$185,034. A summary of the anticipated labor and budget estimate for each task is shown in Exhibit A.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 - Design Services	\$185,034	Yes	Paul Eldredge
Total	\$185,034		

6. TIME OF COMPLETION

All work defined in this Task Order shall be completed in 260 calendar days after the execution of this Task Order and subject to the conditions of Article 3 of this Agreement. Anticipated schedule for completion of Engineer's scope of services is summarized as follows:

- Notice to Proceed (NTP): July 19, 2021
- Kick-off Meeting: Week of August 9, 2021
- 50 Percent Design Submittal: Week of October 11, 2021
- 50 Percent Submittal Review Meeting: Week of October 18, 2021
- Condition Assessment Report (by Others): Week of October 18, 2021
- 90 Percent Design Submittal: Week of December 6, 2021

- 90 Percent Submittal Review Meeting: Week of December 13, 2021
- Final Design Submittal: Week of January 10, 2022
- Bid Period (4 weeks): Through February 11, 2022
- Notice of Award (5 weeks): March 18, 2022

7. KEY PERSONNEL

Engineer's personnel assigned to this Task Order No. 1 are as follows:

<u>Key Person to be Assigned</u>	<u>Role</u>
Scott Parker	Principal-in-Charge
Rick Chan	Project Manager
Mike Dadik	Project/Structural Engineer
Todd Beecher	Electrical/I&C Engineer

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

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

DISTRICT

ENGINEER

UNION SANITARY DISTRICT

CAROLLO ENGINEERS, INC.

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

By: _____
Scott E. Parker, P.E.
Senior Vice President

Date: _____

Date: _____

By: _____
Rick L. Chan, P.E.
Senior Vice President

Date: _____

<div>EXHIBIT A</div> <div>UNION SANITARY DISTRICT</div> <div>PLANT MISCELLANEOUS IMPROVEMENTS PROJECT</div> <div>LABOR AND BUDGET ESTIMATE</div>															
Task	Task Description	SP	LPP	P	AP	CAD	DP	Total	Labor	Other Direct Costs (ODC)					Total
		\$320	\$275	\$195	\$175	\$150	\$130	Hours	Cost	Beecher	PECE	Mileage	ODC	Total	Cost
										EIC	\$13.00	Trips	Amount		
1.0	Project Management and Meetings														
	1.1 - Project Management	10	0	0	0	0	0	10	\$3,200		\$130			\$130	\$3,330
	1.2 - Kickoff Meeting	4	4	6	0	0	0	14	\$3,550		\$182			\$182	\$3,732
	Total for Task 1.0 =	14	4	6	0	0	0	24	\$6,750	\$0	\$312	0	\$0	\$312	\$7,062
2.0	Final Design														
	2.1 - Preparation of Contract Documents														
	Miscellaneous Area Improvements:														
	Vault Repair	0	1	3	2	6	2	14	\$2,370		\$182			\$182	\$2,552
	Thickeners No. 1 and 2	0	0	1	0	2	1	4	\$625		\$52			\$52	\$677
	Fall Protection	2	16	60	20	48	4	150	\$27,960		\$1,950	1	\$50	\$2,000	\$29,960
	Chemical Containment Areas Evaluation Only	0	2	4	0	0	0	6	\$1,330		\$78	1	\$50	\$128	\$1,458
	--> Chemical Containment Areas Concrete Repair Adder	2	2	16	20	6	2	48	\$8,970		\$624			\$624	\$9,594
	Lift Pump No. 2 Bearing Replacement	1	1	14	14	5	1	36	\$6,655	\$3,360	\$468			\$3,828	\$10,483
	Reclaimed Water Pump VFDs and Reclaimed Water Pump Room RIO	0	0	2	0	9	1	12	\$1,870	\$58,380	\$156			\$58,536	\$60,406
	Underground Utility Box Evaluation Only	0	2	4	0	0	0	6	\$1,330		\$78			\$78	\$1,408
	--> Underground Utility Box Replacement Adder	0	0	4	8	0	0	12	\$2,180	\$11,760	\$156	1	\$50	\$11,966	\$14,146
	Miscellaneous Concrete and Steel Repairs	2	4	30	8	36	2	82	\$14,650		\$1,066	1	\$50	\$1,116	\$15,766
	Alvarado Influent Pump Station - 4" Drain Piping Replacement	1	2	14	18	8	1	44	\$8,080		\$572	1	\$50	\$622	\$8,702
	Alvarado Influent Pump Station Flow Meter Pit	1	2	10	6	8	1	28	\$5,200		\$364	1	\$50	\$414	\$5,614
	2.2 - Design Submittal Meetings														
	50% Design Submittal Meeting	4	4	8	0	0	0	16	\$3,940		\$208			\$208	\$4,148
	90% Design Submittal Meeting	4	4	8	0	0	0	16	\$3,940		\$208			\$208	\$4,148
	Total for Task 2.0 =	17	40	178	96	128	15	474	\$89,100	\$73,500	\$6,162	6	\$300	\$79,962	\$169,062
3.0	Bid Period Services														
	3.1 - Attend Pre-Bid Meeting	0	0	4	0	0	0	4	\$780		\$52			\$52	\$832
	3.2 - Prepare Addenda	2	2	18	2	8	4	36	\$6,770	\$840	\$468			\$1,308	\$8,078
	Total for Task 3.0 =	2	2	22	2	8	4	40	\$7,550	\$840	\$520	0	\$0	\$1,360	\$8,910
	Total for Tasks 1.0 to 3.0 =	33	46	206	98	136	19	538	\$103,400	\$74,340	\$6,994	6	\$300	\$81,634	\$185,034
<div>Legend:</div> <div> <div>SP Senior Professional - Parker, Chan</div> <div>LPP Lead Project Professional - Dadik, Gupta</div> <div>P Professional - Chaggar, Springer</div> <div>AP Assistant Professional - Bezek</div> <div>CAD CAD Drafter/Graphics</div> <div>DP Document Processor</div> </div> <div>Notes:</div> <div> <div>1. Multiplier = 3.21.</div> <div>2. Mileage: Based on 85 miles</div> <div>3. Subconsultant cost includes a 5% mark-up.</div> <div>4. Beecher - E&IC at \$200/hour.</div> <div>5. PECE - Project equipment and communication expense.</div> </div>															

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JULY 12, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: Consider a Motion to Cancel the November 22 and December 27, 2021, Board of Directors Meetings (*This is a Motion Item*)

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

Recommendation

Consider a motion to cancel the November 22 and December 27, 2021, Board of Directors Meetings.

Previous Board Action

None

Discussion

The second regularly scheduled meeting of the Board of Directors in November falls on the week of Thanksgiving. Staff recommends the Board consider the following options:

1. Cancel the November 22, 2021, Board meeting.
2. Cancel the November 21, 2021, Board meeting and schedule a special meeting for November 15, 2020.
3. Keep the November 22, 2021, Board meeting as scheduled.

The second regularly scheduled meeting of the Board of Directors in December falls on the week between the Christmas and New Year holidays. Due to the holidays, Board and staff availability will be limited. Staff recommends the Board consider the following options:

1. Cancel the December 27, 2021, Board meeting.
2. Cancel the December 27, 2021, Board meeting and schedule a special meeting for December 20, 2021.

Background

The Board has considered canceling the second Board meetings in November and December annually depending upon the impact the Thanksgiving and Christmas holidays have on the District's schedule.

**Directors**

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Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JULY 12, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: Receive Information and Provide Direction Regarding the Draft District Re-Officing Plan and Telecommuting Policy (*This is a Direction Item*)

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

Recommendation

Receive information and provide direction on:

1. The verbal update on the District re-officing plan.
2. Developing a telecommuting policy to allow certain eligible employees to work from home no more than two days per week.

DiscussionRe-Officing Plan

Recent State and Cal/OSHA guidelines, published in June of 2021, reinforced and supported reopening the State both in personal life and workplaces. These guidelines, among other things, no longer recommend or require remote work for employees who can work from home or modified work schedules or “work bubbles”. These guidelines allow for returning to work schedules that more closely resemble schedules pre-pandemic. The District has developed a draft outline taking into consideration a number of factors, including but not limited to:

- School schedules and daycare
- Customer Needs and customer service
- District initiatives and priorities
- Differing needs for each Team
- Sufficient notice and time to allow employees to re-adjust routines and schedules
- A phased approach to provide for a smooth transition

Staff will verbally outline the draft plan and seek input and feedback from the Board.

Telecommuting Policy

Following the realization that working from home wasn't a complete drain on productivity many companies or public agencies are offering employees a hybrid option to split time between home and the office. District staff that were able to do so have been working from home full time or intermittently over the last 16 months. Some private and public companies are either contemplating or have already implemented permanent work from home policies, otherwise known as telecommuting policies, allowing employees to continue to work from home no more than two days a week. The following is a list of local agencies that have implemented or are considering such a policy:

Agency	Telecommuting Policy
Alameda County Water District	Yes
Central Contra Costa Sanitary District	Yes
Central Marin Sanitary Agency	Yes
CentralSan	Yes
CV San	Yes
Delta Diablo	Yes
Silicon Valley Clean Water	Yes
Vallejo Flood & Wastewater District	Yes
West Valley Sanitary District	Yes
EBDA	None
Dublin San Ramon Service District	Considering
Fairfield Suisun	Considering
Napa San	Considering
Oro Loma	Considering

The Executive Team is contemplating developing a policy that would allow telecommuting for eligible employees. Staff is interested to know the Board's position on this concept before investing time and effort to develop a policy for the Board's consideration.

Background

On March 17, 2020, at 12:01am, Alameda County issued a mandatory order for people to shelter in their place of residence in response to growing concerns about the spread of COVID-19 (coronavirus). This order was issued in coordination with other Bay Area counties/cities including: Contra Costa County, Marin County, Santa Clara County, San Francisco County, San Mateo County, and the City of Berkeley.

In recognition of the extraordinary measures necessary to help slow the spread of Coronavirus Disease 2019 (COVID-19) and the order from the County, the District temporarily modified

access to District offices and had as many employees working from home as possible. Minimum staffing levels were implemented to ensure essential services continued.

Previous Board Action

None

**Directors**

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Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JULY 12, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 12**

TITLE: **Legislative Report to the Board Content and Frequency
(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 discuss content and frequency of Legislative Reports to the Board and provide direction.

Discussion

In 2015, The Board indicated their desire to receive periodic reports on legislation and other information that may impact or be of interest to the District. The Board later indicated an interest in breaking the periodic reports into two documents to be presented at separate meetings, with one report highlighting regional issues and another report highlighting state and national issues of interest. The Board noted that content and frequency of these reports could be revisited if impacts to staff time warranted a re-evaluation.

Over time, many additional projects and activities have been taken on by staff while the content of regional news updates has expanded and legislative activity at the state and national level has increased. The separate reports have each become lengthy and their development is increasingly impactful to available resources.

Staff suggests development of shorter regional reports focusing on curated information of the highest interest and potential impacts to the District while continuing to separately present the state and national legislative reports, which contain fluctuating amounts of information. Other

options could include discussion of the frequency of report presentations. If the Board wishes to continue receipt of the two reports at their current levels of detail, staff suggests considering utilization of additional resources to assist in their development.

Previous Board Action

None

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Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

JULY 12, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 13

TITLE: **Receive Information and Provide Direction Regarding the District's Procedure for Voting to Elect Representatives to the California Special Districts Association Bay Area Network Board of Directors (*This is a Motion Item*)**

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

Recommendation

Provide direction regarding the District's procedure for voting to elect representatives to the Bay Area Network of the California Special Districts Association Bay Area Network Board of Directors.

Previous Board Action

None

Discussion

The Board of Directors for the Bay Area Network of the California Special Districts Association (CSDA) periodically conducts elections for members of its Board. The elections are conducted electronically by sending an email to each special districts designated staff representative. CSDA's preference is that a senior level staff member, typically the General Manager, be the designated representative. General Manager Eldredge is the designated staff representative for Union Sanitary District.

Staff has prepared the following options for the Board's consideration:

1. General Manager Eldredge would consult the District's current Alameda County Special Districts Association representative before voting for a CSDA Bay Area Network Board Member.
2. General Manager Eldredge would vote for a CSDA Bay Area Network Board Member without consulting the District's current Alameda County Special Districts Association representative.
3. Any other option the Board would prefer.

Background

The Board has not provided formal direction regarding this matter in the past.

**Directors**

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Officers

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*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**JULY 12, 2021
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 14**

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
06/16/2021-07/02/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
177881	6/24/2021	143	210305	OVERAA	PRIMARY DIGESTER NO. 7		
						\$997,559.85	\$997,559.85
177860	6/24/2021	114	2011800313	HAZEN AND SAWYER	CAMPUS BUILDINGS (ADMIN, FMC, OPS)		
						\$303,148.25	\$782,364.47
	6/24/2021	114	2011800217		MP - AERATION BASIN MODIFICATIONS		
						\$338,335.30	
	6/24/2021	114	201180044		ETSU PHASE 1B PROJECT		
						\$140,880.92	
177867	6/24/2021	143	800501.10	KIEWIT INFRASTRUCTURE WEST CO	ALVARADO INFLUENT PS PUMPS AND VFDS		
						\$539,880.74	\$539,880.74
177849	6/24/2021	143	11477	CAROLLO ENGINEERS	ALVARADO INFLUENT PS PUMPS AND VFDS		
						\$5,891.94	\$131,806.45
	6/24/2021	143	11833		AERATION BLOWER 11 (HIGH SPEED)		
						\$2,895.70	
	6/24/2021	143	10972		WAS THICKENERS		
						\$123,018.81	
177929	6/30/2021	120	318682	CITY OF FREMONT	PAVEMENT PWC 8234-S		
						\$121,660.00	\$121,660.00
177891	6/24/2021	120	15577	SCHWALM USA LLC	1 TALPA ROBOTIC CUTTER		
						\$107,666.75	\$107,666.75
177896	6/24/2021	110	22252	SYNAGRO WEST LLC	MAY 2021 BIOSOLIDS DISPOSAL		
						\$98,467.09	\$98,467.09
177882	6/24/2021	143	210305E	OVERAA	PRIMARY DIGESTER NO. 7 - ESCROW PYMT		
						\$52,503.15	\$52,503.15
177897	6/24/2021	143	221136	TANNER PACIFIC INC	ALVARADO INFLUENT PS PUMPS AND VFDS		
						\$46,567.50	\$50,985.00
	6/24/2021	143	221112		AERATION BLOWER 11 & CENTRIFUGE BLDG IMPROV		
						\$4,417.50	
177884	6/24/2021	110	1545047	POLYDYNE INC	43,140 LBS CLARIFLOC C-6267		
						\$48,023.20	\$48,023.20

**UNION SANITARY DISTRICT
CHECK REGISTER
06/16/2021-07/02/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
177866	6/24/2021	110	9017713285	KEMIRA WATER SOLUTIONS INC	46,780 LBS FERROUS CHLORIDE		\$36,987.01
	6/24/2021	110	9017712811		48,060 LBS FERROUS CHLORIDE	\$7,490.40	
	6/24/2021	110	9017714877		46,760 LBS FERROUS CHLORIDE	\$7,397.16	
	6/24/2021	110	9017713960		47,380 LBS FERROUS CHLORIDE	\$7,209.30	
	6/24/2021	110	9017714156		48,560 LBS FERROUS CHLORIDE	\$7,381.60	
						\$7,508.55	
177847	6/24/2021	150	269522	BURKE, WILLIAMS & SORENSON LLP	GENERAL LEGAL - APR 2021	\$12,080.64	\$28,987.04
	6/24/2021	150	269519		STANDBY POWER PROJECT - APR 2021	\$599.04	
	6/24/2021		269523		CIP - APR 2021	\$4,925.44	
	6/24/2021	150	269518		FORCE MAIN RELOCATION - APR 2021	\$499.20	
	6/24/2021	132	269525		EMPLOYMENT LEGAL - APR 2021	\$6,966.14	
	6/24/2021	150	269521		BIOSOLIDS BID PROTEST - APR 2021	\$222.50	
	6/24/2021	150	269520		CONSTRUCTION CLAIM - APRIL 2021	\$898.56	
	6/24/2021	150	269524		ETSU - APR 2021	\$1,297.92	
	6/24/2021	150	269526		OVERAA CLAIM - APR 2021	\$1,497.60	

**UNION SANITARY DISTRICT
CHECK REGISTER
06/16/2021-07/02/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
177899	6/24/2021	110	49198079	UNIVAR SOLUTIONS USA INC	4900 GALS SODIUM HYPOCHLORITE		\$28,106.04
	6/24/2021	110	49219826		4897.3 GALS SODIUM HYPOCHLORITE	\$3,539.65	
	6/24/2021	110	49223663		4500.8 GALS SODIUM HYPOCHLORITE	\$3,537.70	
	6/24/2021	110	49207515		4898.6 GALS SODIUM HYPOCHLORITE	\$3,251.28	
	6/24/2021	110	49195267		4949.8 GALS SODIUM HYPOCHLORITE	\$3,538.64	
	6/24/2021	110	49201163		4897.3 GALS SODIUM HYPOCHLORITE	\$3,575.62	
	6/24/2021	110	49213700		4966.5 GALS SODIUM HYPOCHLORITE	\$3,537.70	
	6/24/2021	110	49204096		4897.4 GALS SODIUM HYPOCHLORITE	\$3,587.68	
						\$3,537.77	
177962	6/30/2021		8795	TRI POINTE HOMES LLC	REFUND # 38741		\$22,763.00
	6/30/2021		9702		REFUND # 38740	\$20,263.00	
						\$2,500.00	
177886	6/24/2021	114	173247	PSOMAS CORP	AERATION BASIN MODIFICATIONS	\$22,754.40	\$22,754.40
177904	6/24/2021	143	190997	WOODARD & CURRAN INC	IRVINGTON BASIN RCP REHABILITATION	\$22,405.00	\$22,405.00
177852	6/24/2021	173	2019490	FARALLON GEOGRAPHICS INC	NRB (NON RESIDENTIAL BILLING) REPLACEMENT	\$22,300.00	\$22,300.00
177937	6/30/2021	110	9017715638	KEMIRA WATER SOLUTIONS INC	47,140 LBS FERROUS CHLORIDE	\$7,472.28	\$20,739.20
	6/30/2021	110	9017716417		48,400 LBS FERROUS CHLORIDE	\$7,408.80	
	6/30/2021	110	9017716244		38,620 LBS FERROUS CHLORIDE	\$5,858.12	

**UNION SANITARY DISTRICT
CHECK REGISTER
06/16/2021-07/02/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
177919	6/30/2021	173	360642	CDW GOVERNMENT LLC	CRADLEPOINT RENEW		
	6/30/2021	114	31837		1 TABLET	\$1,575.00	\$20,600.32
	6/30/2021	114	22207		1 TABLET COVER	\$1,809.35	
	6/30/2021		618964		1 SWITCH ALVARADO PS	\$117.89	
	6/30/2021		471580		FY21 Q4 PRINTERS	\$2,395.00	
	6/30/2021	173	956239		FY21 Q4 PRINTERS	\$7,351.55	
						\$7,351.53	
177885	6/24/2021		40778	PREFERRED BENEFIT INSUR ADMINS	JUNE 2021 DELTA DENTAL STMT	\$17,216.18	\$20,377.18
	6/24/2021		40779		JUNE 2021 VSP STMT	\$3,161.00	
177901	6/24/2021	110	103377	USP TECHNOLOGIES	4388 GALS HYDROGEN PEROXIDE	\$19,043.82	\$19,043.82
177960	6/30/2021	141	221137	TANNER PACIFIC INC	TWIN FORCE MAIN RELOCATION - PHASE 2	\$15,068.84	\$15,068.84
177903	6/24/2021		23585	WESTERN TRUCK FABRICATION INC	REMOVE EXISTING & REPLACE CRANE	\$14,749.06	\$14,749.06
177938	6/30/2021	170	4822	KEN GRADY CO INC	2 FLOW METERS	\$9,208.87	\$9,208.87
177923	6/30/2021		1761	ETHOSOFT INC	LIMS IMPLEMENTATION TRAINING	\$8,500.00	\$8,500.00
177837	6/24/2021	143	2000502352	AECOM TECHNICAL SERVICES INC	CENTRIFUGE BUILDING IMPROVEMENTS	\$7,533.60	\$7,533.60
177892	6/24/2021	132	46348	SLOAN SAKAI YEUNG & WONG LLP	SPECIAL COUNSEL SERVICES	\$7,444.50	\$7,444.50
177964	6/30/2021	110	49226771	UNIVAR SOLUTIONS USA INC	4799.5 GALS SODIUM HYPOCHLORITE	\$3,467.05	\$7,055.17
	6/30/2021	110	49233192		4967.1 GALS SODIUM HYPOCHLORITE	\$3,588.12	
177845	6/24/2021	170	15771	BAY CITY BOILER & ENGINEERING	1 BOILER FIRING HEAD AND FILTER	\$6,965.34	\$6,965.34
177916	6/30/2021	150	270152	BURKE, WILLIAMS & SORENSON LLP	GENERAL LEGAL - MAY 2021	\$6,884.70	\$6,884.70

**UNION SANITARY DISTRICT
CHECK REGISTER
06/16/2021-07/02/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
177925	6/30/2021	170	247087	FRANK A OLSEN COMPANY	1 16-IN PLUG VALVE		
						\$6,294.00	\$6,294.00
177893	6/24/2021	170	265281001	STEVEN ENGINEERING INC	6 PHOENIX POWER SUPPLIES		
	6/24/2021	170	265281000		3 PHOENIX UPS	\$2,448.29	\$6,067.62
						\$3,619.33	
177877	6/24/2021		105630	MUNIQUEIP, LLC	ASTD PUMP PARTS		
	6/24/2021		105624		ASTD PUMP PARTS	\$3,383.48	\$6,005.37
						\$2,621.89	
177959	6/30/2021	173	20210622	RUFUS TAI	EXP REIMB: CISCO NETWORK TRAINING		
						\$5,995.00	\$5,995.00
177841	6/24/2021		16610959	AT&T	SERV: 05/13/21 - 06/12/21		
						\$751.30	\$5,799.96
	6/24/2021		16643262		SERV: 05/20/21 - 06/19/21	\$23.67	
	6/24/2021		16610961		SERV: 05/13/21 - 06/12/21	\$43.20	
	6/24/2021		16610963		SERV: 05/13/21 - 06/12/21	\$88.14	
	6/24/2021		16580862		SERV: 05/10/21 - 06/09/21	\$1,011.79	
	6/24/2021		16610962		SERV: 05/13/21 - 06/12/21	\$66.46	
	6/24/2021		16643264		SERV: 05/20/21 - 06/19/21	\$3,574.57	
	6/24/2021		16643286		SERV: 05/20/21 - 06/19/21	\$240.83	
177945	6/30/2021	110	1551576	POLYDYNE INC	42,420 LBS CLARIFLOC WE-539	\$5,782.24	\$5,782.24
177836	6/24/2021		69709	3T EQUIPMENT COMPANY INC	8 PIPE PATCH KITS WINTER	\$5,630.18	\$5,630.18
177843	6/24/2021	173	1907109198C	AVEPOINT PUBLIC SECTOR INC	CLOUD BACKUP FOR OFFICE 365, EMAIL, AND ONE DRIVE	\$5,053.00	\$5,053.00
177927	6/30/2021		9442	FREMONT TECH BUSINESS CENTER	REFUND # 38738	\$4,760.00	\$4,760.00

**UNION SANITARY DISTRICT
CHECK REGISTER
06/16/2021-07/02/2021**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
177857	6/24/2021	122	9900950321	GRAINGER INC	ASTD PARTS & MATERIALS		\$4,697.25
	6/24/2021	122	9900550345		ASTD PARTS & MATERIALS	\$107.93	
	6/24/2021	111	9902143883		ASTD PARTS & MATERIALS	\$43.53	
	6/24/2021		9933813967		ASTD PARTS & MATERIALS	\$88.35	
	6/24/2021	122	9899051560		ASTD PARTS & MATERIALS	\$903.69	
	6/24/2021		9911873470		ASTD PARTS & MATERIALS	\$251.13	
	6/24/2021	122	9900550337		ASTD PARTS & MATERIALS	\$601.47	
	6/24/2021	122	9899051578		ASTD PARTS & MATERIALS	\$137.48	
	6/24/2021		9914357158		ASTD PARTS & MATERIALS	\$81.55	
						\$2,482.12	
177890	6/24/2021	110	21060202	S&S TRUCKING	GRIT HAULING 05/24 & 05/28/2021		\$4,460.64
	6/24/2021	110	21052519		GRIT HAULING 05/10 & 05/14/2021	\$1,780.57	
	6/24/2021	110	21052842		GRIT HAULING 05/19/2021	\$1,735.67	
						\$944.40	
177854	6/24/2021	170	246997	FRANK A OLSEN COMPANY	1 6-IN DEZURIK PLUG VALVE		\$3,757.50
						\$3,757.50	
177870	6/24/2021	173	22750	LOOKINGPOINT INC	ANNUAL PBX AND NETWORK SUPPORT		\$3,648.51
	6/24/2021	173	22852		WIFI RENEW	\$1,225.00	
						\$2,423.51	

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
177944	6/30/2021	170	013720210611	PACIFIC GAS AND ELECTRIC	SERV TO 06/06/21 BOYCE RD PS		
	6/30/2021	170	140120210611		SERV TO 06/03/21 IRVINGTON PS	\$2,533.65	\$3,543.03
	6/30/2021	170	666720210608		SERV TO 06/01/2021 PASEO PADRE PS	\$24.64	
	6/30/2021	170	898220210608		SERV TO 06/01/21 FREMONT PS	\$353.16	
	6/30/2021	170	380420210608		SERV TO 06/01/21 CHERRY ST PS	\$212.12	
	6/30/2021	170	096020210608		SERV TO 06/01/21 CATHODIC PROJECT	\$318.70	
	6/30/2021	110	892820210608		SERV TO 06/01/2021 HAYWARD MARSH	\$39.63	
						\$61.13	
177895	6/24/2021	110	9211324	SWRCB - STATE WATER RESOURCES	ELAP ANNUAL FEE	\$3,500.00	\$3,500.00
177967	6/30/2021	121	47756	WECO INDUSTRIES LLC	CAMERA REPAIRS	\$1,860.10	\$3,307.08
	6/30/2021		47655		CAMERA PARTS	\$1,446.98	
177910	6/30/2021	170	8480106478	ANDRITZ SEPARATION INC	7 CENTRIFUGE FOAM GASKETS	\$380.31	\$3,297.46
	6/30/2021	170	8480106477		CENTRIFUGE REDEX PARTS	\$2,917.15	
177865	6/24/2021	170	2003066	JENSEN INSTRUMENT COMPANY	2 THICKENER TPS PRESSURE GAUGES	\$3,073.28	\$3,073.28
177889	6/24/2021	170	1497	ROCKIT PRINTS	SAFETY REC BACKPACK FY21	\$2,537.29	\$2,537.29
177888	6/24/2021		24049	RESCUE ROOTER	REFUND # 38716	\$2,500.00	\$2,500.00
177928	6/30/2021		10653	CITY OF FREMONT	REFUND # 38745	\$2,500.00	\$2,500.00
177930	6/30/2021		15792	GORDON N BALL INC	REFUND # 38744	\$2,500.00	\$2,500.00
177949	6/30/2021		10229	QUALITY PLUMBING	REFUND # 38739	\$2,500.00	\$2,500.00

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
177915	6/30/2021		152178	BRENNTAG PACIFIC INC	2552 LBS SODIUM HYDROXIDE		
	6/30/2021		152179		5104 LBS SODIUM HYDROXIDE	\$760.19	\$2,273.63
						\$1,513.44	
177840	6/24/2021		1102550262	ARAMARK	UNIFORM LAUNDERING & RUGS		
	6/24/2021	136	1102553801		UNIFORM LAUNDERING SERVICE	\$257.66	\$2,161.49
	6/24/2021	136	1102553844		ASTD DUST MOPS, WET MOPS & TERRY	\$348.31	
	6/24/2021		1102557360		UNIFORM LAUNDERING & RUGS	\$47.32	
	6/24/2021		1102550278		UNIFORM LAUNDERING SERVICE	\$277.56	
	6/24/2021		1102557376		UNIFORM LAUNDERING SERVICE	\$562.21	
	6/24/2021		1102553786		UNIFORM LAUNDERING & RUGS	\$345.39	
						\$323.04	
177905	6/24/2021		9230	BRUCE YANG	REFUND # 38717		
	6/24/2021		9232		REFUND # 38718	\$500.00	\$2,000.00
	6/24/2021		20914		REFUND # 38720	\$500.00	
	6/24/2021		9231		REFUND # 38719	\$500.00	
						\$500.00	
177864	6/24/2021	141	DPZK296	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - JUNE 2021		
	6/24/2021	141	DRHK843		OFF-SITE STORAGE AND SERVICE - JUNE 2021	\$538.52	\$1,967.02
						\$1,428.50	
177851	6/24/2021	143	3454940	DAILY JOURNAL CORPORATION	AD: EMERGENCY OUTFALL OUTLET IMPROVEMENTS		
						\$1,747.20	\$1,747.20
177909	6/30/2021	120	14681	AMERICAN DISCOUNT SECURITY	05/03/21 - 05/28/21 GUARD AT DISTRICT		
						\$1,680.00	\$1,680.00

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177898	6/24/2021	122	143409	TRI-SIGNAL INTEGRATION INC	FIRE PROTECTION SERVICE - SEMI ANNUAL SYSTEM TEST	\$1,175.00	\$1,620.84
	6/24/2021	122	143410		FIRE PROTECTION SERVICE - QUARTERLY INSPECTION	\$312.50	
	6/24/2021	122	143470		FIRE PROTECTION SERVICE - MONTHLY CHARGE MONITORING AGI	\$133.34	
177948	6/30/2021	170	288885	QED ENVIRONMENTAL SYSTEMS INC	COGEN GEM 5000 GAS ANALYZER CALIBRATION	\$1,546.50	\$1,546.50
177942	6/30/2021	123	806951	MISSION CLAY PRODUCTS LLC	ASTD CLAY FITTINGS	\$649.98	\$1,389.34
	6/30/2021	123	805741		ASTD CLAY FITTINGS	\$739.36	
177876	6/24/2021	170	24113651	MOTION INDUSTRIES INC	ASTD PARTS & MATERIALS	\$544.10	\$1,351.51
	6/24/2021		24112760		8 FILTERS	\$807.41	
177961	6/30/2021	170	408443311	TERMINIX COMMERCIAL	PEST CONTROL	\$160.00	\$1,346.00
	6/30/2021	170	408447698		PEST CONTROL	\$132.00	
	6/30/2021	170	408447699		MAY PEST CONTROL	\$1,054.00	
177956	6/30/2021	173	2571	SHARESQUARED INC	PORTAL MIGRATION TO SHAREPOINT ONLINE	\$1,295.00	\$1,295.00
177839	6/24/2021		5249653	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$1,244.84	\$1,244.84
177911	6/30/2021	141	20210625	ROLLIE ARBOLANTE	EXP REIMB: CS FY21 SAFETY INCENTIVE & Q4 RECOGNITION	\$1,150.23	\$1,150.23

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
177873	6/24/2021	113	2105G20A	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS		\$1,100.00
	6/24/2021	113	177106C		CREDIT: LAB SAMPLE ANALYSIS	\$32.00	
	6/24/2021	113	2105G20		LAB SAMPLE ANALYSIS	\$-45.00	
	6/24/2021	113	2105C15		LAB SAMPLE ANALYSIS	\$651.00	
	6/24/2021	113	177104C		CREDIT: LAB SAMPLE ANALYSIS	\$855.00	
	6/24/2021	113	2105D86		LAB SAMPLE ANALYSIS	\$-101.00	
	6/24/2021	113	176974C		CREDIT: LAB SAMPLE ANALYSIS	\$238.00	
	6/24/2021	113	177039C		CREDIT: LAB SAMPLE ANALYSIS	\$-78.00	
	6/24/2021	113	177105C		CREDIT: LAB SAMPLE ANALYSIS	\$-147.00	
	6/24/2021	113	2105683A		LAB SAMPLE ANALYSIS	\$-334.00	
	6/24/2021	113	176901C		CREDIT: LAB SAMPLE ANALYSIS	\$85.00	
	6/24/2021	113	2106308		LAB SAMPLE ANALYSIS	\$-242.00	
						\$186.00	
177875	6/24/2021	114	2151668	MOBILE MODULAR MANAGEMENT CORP	ETSU TEMPORARY OFFICE SPACE		\$1,071.05
						\$1,071.05	
177932	6/30/2021		3Q1192	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS		\$1,060.81
	6/30/2021	111	3Q1374		ASTD PVC PARTS & MATERIALS	\$594.48	
	6/30/2021		3Q1257		ASTD PVC PARTS & MATERIALS	\$425.72	
						\$40.61	

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177874	6/24/2021	170	59479243	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS		\$1,037.52
	6/24/2021		60036742		ASTD PARTS & MATERIALS	\$131.98	
	6/24/2021	170	59954517		ASTD PARTS & MATERIALS	\$330.64	
	6/24/2021	170	60264729		ASTD PARTS & MATERIALS	\$466.00	
	6/24/2021		60173114		ASTD PARTS & MATERIALS	\$64.95	
						\$43.95	
177838	6/24/2021	170	9980347743	AIRGAS NCN	CYLINDER RENTAL		\$1,024.75
						\$1,024.75	
177951	6/30/2021	143	8201100651	RED WING BUS ADVANTAGE ACCT	SAFETY SHOES: A. BAILE		\$1,003.70
	6/30/2021	171	169196098		SAFETY SHOES: E. SEPULVEDA	\$204.27	
	6/30/2021	171	8201100462		SAFETY SHOES: S. NOEGEL	\$208.00	
	6/30/2021	121	8201100883		SAFETY SHOES: J. POWELL	\$196.64	
	6/30/2021	121	820198742		SAFETY SHOES: A. MARTINEZ	\$186.79	
						\$208.00	
177935	6/30/2021		28180	IPERMIT	REFUND # 38734		\$1,000.00
	6/30/2021		22983		REFUND # 38753	\$500.00	
						\$500.00	
177943	6/30/2021		28197	MONARCH PLUMBING & ROOTER INC	REFUND # 38747		\$1,000.00
	6/30/2021		29238		REFUND # 38755	\$500.00	
						\$500.00	
177952	6/30/2021		19870	RESCUE ROOTER	REFUND # 38748		\$1,000.00
	6/30/2021		28210		REFUND # 38752	\$500.00	
						\$500.00	
177939	6/30/2021	113	2106762	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS		\$904.00
						\$904.00	
177918	6/30/2021	113	622412	CALTEST ANALYTICAL LABORATORY	13 LAB SAMPLE ANALYSIS		\$899.75
						\$899.75	

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
177934	6/30/2021	170	586862	INSTRUMART	1 PH PROBE		
						\$893.37	\$893.37
177842	6/24/2021		3987542608	AT&T	SERV: 05/11/21 - 06/10/21		
						\$882.85	\$882.85
177902	6/24/2021	113	8804882366	VWR INTERNATIONAL LLC	LAB SUPPLIES		
						\$513.96	\$869.55
	6/24/2021	113	8804872886		LAB SUPPLIES		
						\$355.59	
177894	6/24/2021	170	10553	SUPPORT PRODUCT SERVICES INC	COGEN EMISSIONS ANALYZER CALIBRATION		
						\$851.82	\$851.82
177953	6/30/2021	170	430043	RKI INSTRUMENTS INC	ASTD PARTS & MATERIALS		
						\$173.60	\$841.08
	6/30/2021	170	430086		ASTD PARTS & MATERIALS		
						\$164.63	
	6/30/2021	172	430361		ASTD PARTS & MATERIALS		
						\$502.85	
177965	6/30/2021	123	12716	VON EUW TRUCKING	23.54 TONS 3/4" CLASS II AB		
						\$839.64	\$839.64
177946	6/30/2021	141	274333	PRESTIGE LENS LAB	SAFETY GLASSES - VASQUEZ		
						\$239.75	\$780.81
	6/30/2021	171	274342		SAFETY GLASSES - NOEGEL		
						\$273.27	
	6/30/2021	171	274384		SAFETY GLASSES - STRASBURG		
						\$267.79	
177859	6/24/2021	170	3Q1191	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS		
						\$148.71	\$766.02
	6/24/2021		3Q1047		ASTD PVC PARTS & MATERIALS		
						\$67.48	
	6/24/2021	170	3Q1258		ASTD PVC PARTS & MATERIALS		
						\$501.91	
	6/24/2021	170	3Q1190		ASTD PVC PARTS & MATERIALS		
						\$47.92	
177954	6/30/2021	170	260090	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE		
						\$711.47	\$711.47
177906	6/30/2021	170	9114155109	AIRGAS NCN	3 CY ARGON		
						\$709.74	\$709.74
177848	6/24/2021	170	21853189	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES		
						\$703.31	\$703.31

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
177846	6/24/2021	120	16180371	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$16.99	\$654.93
	6/24/2021	120	16187690		ASTD OFFICE SUPPLIES	\$378.68	
	6/24/2021	120	16180370		ASTD OFFICE SUPPLIES	\$259.26	
177931	6/30/2021	111	9943052812	GRAINGER INC	ASTD PARTS & MATERIALS	\$14.27	\$638.70
	6/30/2021	170	9904939551		ASTD PARTS & MATERIALS	\$324.99	
	6/30/2021	111	9935222639		ASTD PARTS & MATERIALS	\$288.14	
	6/30/2021	111	9935222647		ASTD PARTS & MATERIALS	\$11.30	
177912	6/30/2021	122	32865	BAY COUNTIES DIESEL SERVICE	REPAIR ENGINE STALLS T3342	\$608.30	\$608.30
177941	6/30/2021	170	210648	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE - JUN 2021	\$599.08	\$599.08
177950	6/30/2021	120	01F0036018380	NESTLE WATERS NO. AMERICA READYREFRE	WATER SERVICE 05/07/21 - 06/06/21	\$565.76	\$565.76
177878	6/24/2021	121	223741	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$96.14	\$565.53
	6/24/2021	121	223825		ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$469.39	
177914	6/30/2021	141	16192001	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$3.95	\$523.70
	6/30/2021	141	16192000		ASTD OFFICE SUPPLIES	\$105.70	
	6/30/2021	120	16198080		ASTD OFFICE SUPPLIES	\$82.78	
	6/30/2021	141	16192002		ASTD OFFICE SUPPLIES	\$22.37	
	6/30/2021	144	16193550		ASTD OFFICE SUPPLIES	\$308.90	
177963	6/30/2021		12397923	TRIMBLE INC	BATTERIES	\$517.73	\$517.73

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
177955	6/30/2021		2032820002	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES		
						\$91.89	\$511.27
	6/30/2021		2031609007		ASTD ELECTRICAL SUPPLIES		
						\$11.85	
	6/30/2021		2031609006		ASTD ELECTRICAL SUPPLIES		
						\$106.26	
	6/30/2021		2032820001		ASTD ELECTRICAL SUPPLIES		
						\$24.33	
	6/30/2021		2033850001		ASTD ELECTRICAL SUPPLIES		
						\$276.94	
177863	6/24/2021		27164	IPERMIT	REFUND # 38722		
						\$500.00	\$500.00
177908	6/30/2021		28211	ALL BAY PLUMBING	REFUND # 38750		
						\$500.00	\$500.00
177921	6/30/2021		27165	CHALLENGE ROOTER	REFUND # 38751		
						\$500.00	\$500.00
177924	6/30/2021		28208	FIX-IT PLUMBING INC	REFUND # 38754		
						\$500.00	\$500.00
177958	6/30/2021		28196	STREAMLINE PLUMBING & DRAIN	REFUND # 38746		
						\$500.00	\$500.00
177883	6/24/2021	173	9	AYHAN OZCAN	NON-RESIDENTIAL DATABASE DATA EXTRACTION		
						\$450.00	\$450.00
177947	6/30/2021	170	255	PRIME MECHANICAL SERVICE INC	SERVICE CALL		
						\$445.00	\$445.00
177861	6/24/2021		604348855	HILLYARD/SAN FRANCISCO	ASST JANITORIAL SUPPLIES		
						\$415.88	\$415.88
177869	6/24/2021	110	20210618	JUSTIN LAURENCE	EXP REIMB: CERT TEST FEE GRADE V		
						\$365.00	\$365.00
177844	6/24/2021	111	20210617	JEFFREY BARTON	EXP REIMB: SAFETY RECOGNITION MEAL		
						\$364.42	\$364.42
177966	6/30/2021	113	8804998295	VWR INTERNATIONAL LLC	LAB SUPPLIES		
						\$334.56	\$334.56
177880	6/24/2021	132	2101889	OPTIMUM TECHNOLOGIES LLC	AT HOME EMPLOYEE PORTAL		
						\$307.00	\$307.00
177858	6/24/2021	113	20210622	TIMOTHY GRILLO	EXP REIMB: TEAM SAFETY RECOGNITION		
						\$295.88	\$295.88
177862	6/24/2021	173	6051215	INTRADO LIFE & SAFETY INC	E911 CLOUD SERVICE		
						\$250.00	\$250.00

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
177940	6/30/2021	170	59951614	MCMaster Supply Inc	ASTD PARTS & MATERIALS		
	6/30/2021	122	60181350		ASTD PARTS & MATERIALS	\$76.48	\$226.21
	6/30/2021	170	59874943		ASTD PARTS & MATERIALS	\$49.77	
						\$99.96	
177853	6/24/2021	113	9013790	FISHER SCIENTIFIC	LAB SUPPLIES	\$215.17	\$215.17
177856	6/24/2021	122	1841094690	GOODYEAR COMM TIRE & SERV CTRS	1 TIRE	\$201.74	\$201.74
177913	6/30/2021	144	24586400	BECK'S SHOES	SAFETY SHOES: M GONZALEZ	\$200.56	\$200.56
177907	6/30/2021		1623	ALAMEDA COUNTY TREASURER	60 ASSESSOR MAPS	\$180.00	\$180.00
177922	6/30/2021	170	1036	CITY MICROSCOPE	LAB MICROSCOPE ANNUAL SERVICE	\$180.00	\$180.00
177933	6/30/2021		604356780	HILLYARD/SAN FRANCISCO	ASST JANITORIAL SUPPLIES	\$154.21	\$154.21
177957	6/30/2021		28202	STAR ROOTER & PLUMBING INC	REFUND # 38749	\$150.00	\$150.00
177879	6/24/2021	173	8051	OJO TECHNOLOGY INC	LENEL ANNUAL SOFTWARE SUPPORT	\$138.67	\$138.67
177872	6/24/2021	170	771009216	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - MAY 2021	\$134.92	\$134.92
177887	6/24/2021		113044	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE JULY 2021	\$112.00	\$112.00
177868	6/24/2021	170	83832	KUSTERS ZIMA CORPORATION	4 PRIMARY CLARIFIER DIP STICKS	\$103.21	\$103.21
177917	6/30/2021	132	514952	STATE OF CALIFORNIA	3 NEW HIRE FINGERPRINTS	\$96.00	\$96.00
177926	6/30/2021	170	170316	FREMONT RUBBER STAMP CO INC	1 SELF INKING STAMP	\$85.06	\$85.06
177936	6/30/2021	170	62600000225646	KELLY-MOORE PAINT COMPANY	ASTD PAINTING SUPPLIES	\$76.81	\$76.81
177855	6/24/2021	111	20210617	MICHAEL FULKERSON	EXP REIMB: TPO 4TH QTR SAFETY RECOGITION	\$50.60	\$50.60
177871	6/24/2021	111	20210616	ANTHONY LULLO	EXP REIMB: TEAM SAFETY RECOGNITION	\$41.54	\$41.54

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Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Amt
177920	6/30/2021	122	322244	CENTERVILLE LOCKSMITH	ASTD KEYS & TAGS		
						\$14.98	\$14.98
177900	6/24/2021	136	98XW53221	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 05/29/21		
						\$13.45	\$13.45

Invoices:

Credit Memos :	6	-947.00
\$0 - \$1,000 :	152	49,129.21
\$1,000 - \$10,000 :	79	300,837.20
\$10,000 - \$100,000 :	13	411,441.88
Over \$100,000 :	8	2,672,150.62
Total:	258	3,432,611.91

Checks:

\$0 - \$1,000 :	58	26,941.28
\$1,000 - \$10,000 :	50	179,873.02
\$10,000 - \$100,000 :	17	544,859.35
Over \$100,000 :	6	2,680,938.26
Total:	131	3,432,611.91

News Feature | June 23, 2021

Non-Flushable Wipes Fall Under Increased Mislabeling Scrutiny



By [Peter Chawaga](#)



Despite the fact that they are often mislabeled as “flushable,” disposable wipes that are used in households and then flushed into wastewater systems are a surprisingly large headache for buried infrastructure and the professionals who maintain it. In London, for instance, the wipes have congealed and mixed with other substances within the sewer to create a globule the size of a city bus.

But now, local regulation is emerging that will help consumers understand that this is not the appropriate way to dispose of these products.

“Oregon will become the second state in the U.S. to require that disposable wipes be labeled with ‘Do Not Flush,’ a triumph for water district officials and local governments in the state,” KDRV reported. “While many wipes are marketed as ‘flushable’ these days, the people that deal with the end result say that these products have been wreaking havoc on sewer and wastewater systems throughout the state of Oregon.”

This wastewater system damage has been an issue for as long as non-flushable wipes have been around, but the problems seemingly grew worse during the COVID-19 pandemic, as more consumers used them to disinfect their homes or turned to them as a replacement for toilet paper.

“Sewer systems across the country are warning customers not to flush those so-called ‘flushable’ wipes,” ABC 33/40 reported recently. “The products have been growing in popularity since the toilet paper shortage spurred by the pandemic. But unlike toilet paper which disintegrates in water, the wipes don’t break down.”

Washington was the first state to enact such labeling requirements last year, and similar legislation is pending in California, Illinois, Maine, Massachusetts, and Minnesota, per KDRV. It’s also possible that some federal legislation will soon be enacted. A 2020 National Association of Clean Water Agencies report found that the problem has caused an estimated \$440 million in operational expenses for wastewater utilities.

“The COVID-19 pandemic exacerbated an already growing problem caused by a glut of products marketed as flushable, when in fact they were clogging and damaging residential and community pipes,” said Susie Smith, the director of the Oregon Association of Clean Water Agencies, according to KDRV. “We are grateful to the cities, agencies and legislators who championed this common-sense requirement.”