



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

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

**Monday, October 9, 2023
Regular Meeting - 4:00 P.M.**

Karen W. Murphy
Attorney

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

- | | | |
|-------------|-----|--|
| | 1. | Call to Order. |
| | 2. | Salute to the Flag. |
| | 3. | Roll Call. |
| Motion | 4. | Approve Minutes of the Union Sanitary District Special Board Meeting of September 19, 2023. |
| Motion | 5. | Approve Minutes of the Union Sanitary District Board Meeting of September 25, 2023. |
| Motion | 6. | Approve Minutes of the Union Sanitary District Special Board Meeting of September 25, 2023. |
| Information | 7. | Fourth Quarter District-wide Balanced Scorecard <i>(to be reviewed by the Legal/Community Affairs Committee).</i> |
| | 8. | Written Communications. |
| | 9. | 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 | 10. | Consider Seventh Amended and Restated Employment Agreement between Union Sanitary District and Paul R. Eldredge. |
| Motion | 11. | Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Psomas for the Enhanced Treatment and Site Upgrade Phase 1B Project <i>(to be reviewed by the Engineering and Information Technology Committee).</i> |
| Motion | 12. | Review and Consider Approval of Classified Publicly Available Pay Schedule Effective September 25, 2023 <i>(to be reviewed by the Personnel Committee).</i> |

- Motion 13. Review and Consider Approval of Updated Policy No. 5310, Criminal Background Check Policy *(to be reviewed by the Personnel Committee)*.
-
- Motion 14. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Consor North America, Inc. for the Force Main Corrosion Repairs Project – Phase 4 *(to be reviewed by the Engineering and Information Technology Committee)*.
-
- Information 15. Annual Report to Union City Fiscal Year 2023 *(to be reviewed by the Legislative Committee)*.
-
- Information 16. Check Register.
-
- Information 17. Committee Meeting Reports. *(No Board action is taken at Committee meetings)*:
- a. Personnel Committee – Wednesday, October 4, 2023, at 11:30 a.m.
 - Director Fernandez and Director Lathi
 - b. Legislative Committee – Thursday, October 5, 2023, at 10:30 a.m.
 - Director Fernandez and Director Toy
 - c. Engineering and Information Technology Committee – Friday, October 6, 2023, at 10:00 a.m.
 - Director Fernandez and Director Toy
 - d. Legal/Community Affairs Committee – Friday, October 6, 2023, at 11:30 a.m.
 - Director Kite and Director Lathi
 - e. Budget & Finance Committee – will not meet.
-
- Information 18. General Manager’s Report *(Information on recent issues of interest to the Board)*.
-
19. 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.
-
20. Adjournment – The Board will then adjourn to the next Regular Board Meeting to be held in the Boardroom on Monday, October 23, 2023, at 4:00 p.m.
-

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



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

PERSONNEL COMMITTEE MEETING
Committee Members: Director Fernandez and Director Lathi

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

AGENDA
Wednesday, October 4, 2023
11:30 A.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

**THIS MEETING SHALL BE TELECONFERENCED FROM THE GUEST PARKING AREA
LOCATED ON OCASO CAMINO, WEST OF AND CLOSEST TO THE INTERSECTION OF
PASEO PADRE PARKWAY IN FREMONT, CALIFORNIA.**

1. Call to Order

2. Roll Call

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

4. Items to be reviewed for the Regular Board meeting of October 9, 2023:
 - Review and Consider Approval of Classified Publicly Available Pay Schedule Effective September 25, 2023
 - Review and Consider Approval of Updated Policy No. 5310, Criminal Background Check Policy

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.



USD
TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

LEGISLATIVE COMMITTEE MEETING
Committee Members: Director Fernandez and Director Toy

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

AGENDA
Thursday, October 5, 2023
10:30 A.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

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 Special Board meeting of October 9, 2023:

- Annual Report to Union City Fiscal Year 2023
-

5. Adjournment

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

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



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

**ENGINEERING AND INFORMATION TECHNOLOGY
COMMITTEE MEETING**
Committee Members: Director Fernandez and Director Toy

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

AGENDA
Friday, October 6, 2023
10:00 A.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

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 October 9, 2023:
 - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Psomas for the Enhanced Treatment and Site Upgrade Phase 1B Project
 - Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Consor North America, Inc. for the Force Main Corrosion Repairs Project – Phase 4

5. Adjournment

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

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



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

LEGAL/COMMUNITY AFFAIRS COMMITTEE MEETING

Committee Members: Director Kite and Director Lathi

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

AGENDA
Friday, October 6, 2023
11:30 A.M.

Karen W. Murphy
Attorney

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

**THIS MEETING WILL BE TELECONFERENCED FROM THE FOLLOWING LOCATIONS:
STIRLING COURT NEAREST LAKE BOULEVARD, NEWARK, CALIFORNIA; THE GUEST
PARKING AREA LOCATED ON OCASO CAMINO, WEST OF AND CLOSEST TO THE
INTERSECTION OF PASEO PADRE PARKWAY IN FREMONT, CALIFORNIA.**

THE TELECONFERENCE LOCATIONS SHALL BE ACCESSIBLE TO THE PUBLIC.

1. Call to Order

2. Roll Call

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

4. Items to be reviewed for the Regular Board meeting of October 9, 2023:
 - Fourth Quarter District-wide Balanced Scorecard

5. Adjournment

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

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

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
September 19, 2023**

CALL TO ORDER

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

ROLL CALL

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

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

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

The Union Sanitary District Board of Directors will adjourn to the following closed session:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957
Title: General Manager

CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: President Fernandez and Vice President Toy
Unrepresented employee: General Manager

There was no reportable action.

ADJOURNMENT:

The special meeting was adjourned at approximately 8:30 p.m. to the next Regular Board Meeting to be held in the Boardroom on Monday, September 25, 2023, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

TOM HANDLEY
SECRETARY

APPROVED:

MANNY FERNANDEZ
PRESIDENT

Adopted this 25th day of September, 2023

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING
AUTHORITY
September 25, 2023**

CALL TO ORDER

President Fernandez called the meeting to order at 4:01 p.m.

SALUTE TO THE FLAG

President Fernandez led the salute to the flag.

ROLL CALL

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

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Mark Carlson, Business Services Manager/CFO
Armando Lopez, Treatment and Disposal Services Manager
Jose Rodrigues, Collection Services Manager
Raymond Chau, Technical Services Manager
Alisa Gordon, Human Resources Manager
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Chris Pachmayer, Fabrication Maintenance and Construction Coach
Michael Dunning, Environmental Compliance Coach
Mitchell Costello, Treatment and Disposal Services Coach
Gus Carrillo, Enhanced Treatment and Site Upgrade Program Coordinator
Trieu Nguyen, IT Administrator
Alicia Dutrow, Environmental Outreach Representative
Michelle Powell, Communications and Intergovernmental Relations Coordinator
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

**APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF
SEPTEMBER 11, 2023**

It was moved by Director Kite, seconded by Secretary Handley, to Approve the Minutes of the Board Meeting of September 11, 2023. Motion carried unanimously.

APPROVE MINUTES OF THE UNION SANITARY DISTRICT SPECIAL BOARD MEETING OF SEPTEMBER 14, 2023

It was moved by Director Lathi, seconded by Vice President Toy, to Approve the Minutes of the Special Board Meeting of September 14, 2023. Motion carried unanimously.

AUGUST 2023 MONTHLY OPERATIONS REPORT

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

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

CONSIDER DENIAL OF CLAIM FILED BY CHUNG-HO CHEN IN THE AMOUNT OF \$100,000,000 FOR INJURIES FROM A FALL

This item was reviewed by the Legal/Community Affairs Committee. District Counsel Murphy stated Chung-Ho Chen submitted a claim against the District dated August 4, 2023, for personal injuries from a fall. District staff investigated the alleged incident and determined there are no District facilities at or near the location of the incident. Staff recommended the Board authorize the filing of a Notice of Rejection for the claim filed by Chung-Ho Chen.

It was moved by Director Lathi, seconded by Secretary Handley, to Authorize the Filing of a Notice of Rejection for the Claim Filed by Chung-Ho Chen. Motion carried unanimously.

REVIEW AND CONSIDER APPROVAL OF THE CONSTRUCTION INSPECTOR I AND II POSITION DESCRIPTIONS AND CONSTRUCTION INSPECTOR I, II, AND III SALARY RANGES

This item was reviewed by the Personnel Committee. Human Resources Manager Gordon stated that following the departure of both Construction Inspectors, the District reviewed the team structure and job descriptions for the Construction Inspector series and its role on the Customer Service Team. The Construction Inspectors perform all construction-related inspections and are the representative for the District in the field to ensure work is performed pursuant to the District's requirements. The Construction Inspector role provides minimal backup relief to the Engineering Technicians, who perform the primary permitting and plan review duties and provide some construction inspection work on an as needed basis. The proposed changes to the job descriptions will help provide the Construction Inspector I and II levels with a pathway for learning the plan review and permitting work under supervision. Staff recommended the Board

consider and approve the Construction Inspector I and II position descriptions and the Construction Inspector I, II, and III salary ranges.

It was moved by Director Lathi, seconded by Vice President Toy, to Approve the Construction Inspector I and II Position Descriptions and the Construction Inspector I, II, and III Salary Ranges. Motion carried unanimously.

AWARD THE CONSTRUCTION CONTRACT FOR THE FORCE MAIN CORROSION REPAIRS PROJECT – PHASE 4 TO CRATUS INC.

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Chau stated the Project is in the last phases of the Force Main Corrosion Repairs Project and will address the remaining repairs at manholes located on the eastern force main between Newark Pump Station and Irvington Pump Station. Staff opened three bids August 29, 2023, utilizing the “blind bid” process which allows the District to review bid values without knowledge of bidders’ names. After assessing the Project scope and bid prices and reviewing the CIP budget, staff decided to include Bid Alternates C through K with the Total Base Bid in determining the apparent lowest bidder. The Notice of Intent to Award to Cratus Inc. was posted on August 30, 2023; no bid protests were received. Staff recommended the Board waive one bid irregularity and award the construction contract, including Bid Alternates C through K, for the Force Main Corrosion Repairs Project – Phase 4 to Cratus Inc. in the amount of \$2,041,500.

It was moved by Secretary Handley, seconded by Director Lathi, to Waive One Bid Irregularity and Award the Construction Contract, Including Bid Alternates C Through K, for the Force Main Corrosion Repairs Project – Phase 4 to Cratus Inc. in the Amount of \$2,041,500. Motion carried unanimously.

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

Environmental Outreach Representative Dutrow presented the updated FOG Holiday Advertisement concepts and responded to Board questions. Staff requested the Board review options for an updated Fats, Oils, and Grease (FOG) Holiday advertisement and provide direction.

The Board directed staff to proceed with Option B as presented in the Board meeting packet.

INFORMATION ITEMS:

Status of Priority 1 Capital Improvement Program Projects

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Chau stated the Board approved the Capital Improvement Program (CIP) budget of \$68,830,000 million for design and construction of 37 CIP projects in June 2022. The Projects were ranked Priority 1, 2, or 3 based upon criteria

prepared by staff and approved by the Executive Team. There were 18 projects ranked as Priority 1 for Fiscal Year 2023. The status of Priority 1 CIP Projects is reviewed by the Executive Team at the end of each quarter and a copy of the status report was included in the Board meeting packet.

Fourth Quarterly Report on the Capital Improvement Program for Fiscal Year 2023

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Chau stated fourth quarter expenditures for Fiscal Year 2023 were presented in graphs included in the Board meeting packet. The graphs depicted actual expenditures versus approved budget for Capacity Fund 90, Renewal and Replacement Fund 80, and projected expenditures for each. Total CIP expenditures between July 1, 2022 and June 30, 2023, were above the total FY23 CIP budget by approximately \$1.3 million.

Fourth Quarterly Report on the Enhanced Treatment and Site Upgrade Program for Fiscal Year 2023

This item was reviewed by the Engineering and Information Technology Committee. Enhanced Treatment and Site Upgrade Program Manager Pipkin stated the Enhanced Treatment and Site Upgrade (ETSU) Quarterly Program Management Report for the fourth quarter of Fiscal Year 2023 was included in the Board meeting packet. Part 1 of the report provides an executive summary of the ETSU Program status and the Program Dashboard as shown on the District website.

Check Register

Staff responded to Board questions regarding the check register.

COMMITTEE MEETING REPORTS:

The Engineering and Information Technology Committee meeting was canceled. The Personnel, Budget & Finance, and Legal/Community Affairs Committees met.

GENERAL MANAGER'S REPORT:

- General Manager Eldredge stated a Board Workshop will be held at 4:00 p.m. in the Boardroom on Tuesday, October 3, 2023.
- General Manager Eldredge stated a Special Meeting Closed Session would begin at 4:45 p.m. following the Board meeting.
- General Manager provided a COVID update.
- Board Clerk McEvoy provided an update on teleconference language to be included as needed in the header of Board meeting agendas.

OTHER BUSINESS:

There was no other business.

ADJOURNMENT:

The meeting was adjourned at 4:30 p.m. to a Special Board Meeting to be held in the Alvarado Conference Room on Monday, September 25, 2023.

The Board will then adjourn to a Board Workshop to be held in the Boardroom on Tuesday, October 3, 2023, at 4:00 p.m.

SUBMITTED:

REGINA McEVOY
BOARD CLERK

APPROVED:

MANNY FERNANDEZ
PRESIDENT

ATTEST:

TOM HANDLEY
SECRETARY

Adopted this 9th day of October 2023

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
September 25, 2023**

CALL TO ORDER

President Fernandez called the special meeting to order at 4:45 p.m.

ROLL CALL

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

STAFF: Paul Eldredge, General Manager/District Engineer
Raymond Chau, Technical Services Manager
Curtis Bosick, Capital Improvement Projects Coach
Karen Murphy, District Counsel
Leah Castella, Special District Counsel

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

The Union Sanitary District Board of Directors will adjourn to the following closed session:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to § 54956.9(d)(2): (1 case)
Notice of Potential Claim Filed by Overaa Construction for Digester 7 Project

There was no reportable action.

ADJOURNMENT:

The special meeting was adjourned at approximately 5:30 p.m. to the next Special Board Meeting to be held in the Boardroom on Tuesday, October 3, 2023, at 4:00 p.m.

SUBMITTED:

REGINA McEVOY
BOARD CLERK

APPROVED:

MANNY FERNANDEZ
PRESIDENT

ATTEST:

TOM HANDLEY
SECRETARY

Adopted this 9th day of October, 2023



USD TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**OCTOBER 9, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM #7**

TITLE: Fourth Quarter FY 23 District-Wide Balanced Scorecard Measures (*This is an Information Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, CFO/ Business Services Work Group Manager
Alisa Gordon, Organizational Support Team Coach
Karoline Terrazas, Organizational Performance Manager

Recommendation

Information only.

Discussion

This report summarizes progress meeting the District's strategic objectives and safety measures for the fourth quarter of fiscal year 2023 to date (July 1, 2022 – June 30, 2023).

Safety

During the fourth quarter the District did not have any lost days or OSHA recordable incidents. The District did, however, experience three vehicle incidents of which two were minor. The third, which occurred in April, resulted in a claim.

After a hiatus due to COVID, the District reinstated site inspections which are completed by members of the Safety Committee or Site Inspection Team (SIT). The area of the plant inspected resulted in some minor corrections, that were all addressed within the target of 60 days.

Operational Excellence

The Districts' improved Operational Excellence scorecard measures are displayed in tables 2 through 5. Note that the track and report measures do not have a colored outcome.

- Customer measures- Ensuring a timely response to customers remains a top priority for the District. On average, during the fourth quarter the District has maintained a response time of approximately 23 minutes to service calls, which aligns with the goal of responding within one hour or less.
- Financial measures- In the final quarter, we expended 22.9% of our *annual operating budget*, falling below our annual target. FY23 *Special project expenditure* measures did include budget for administrative and regulatory projects which will be removed in FY24 as discussed during the FY24 budget preparation meetings. Future reports (in FY24) will reflect projects that have current allocations. The District continues to keep a close eye on chemical costs and usage. The remaining financial measures are reported in the District’s annual report.
- Internal process measures- Maintenance and collection system workers are responsible for maintaining the aging infrastructure of the plant and transport system. Their efforts are evident through the completion of proactive and corrective work orders. Future reporting of this measure (in FY24) will illustrate how the District’s efforts are compared to the industry average.

The *Districtwide critical projects on schedule* measure includes projects managed by the Capital Improvement Project (CIP), Enhanced Treatment and Site Upgrade (ETSU), and Information Technology (IT) programs. During the fiscal year, 26 project milestones were identified, of which 12 were met. It is important to note that some projects experienced slight deviations from their timelines, due to external factors. However, the overall trajectory remains on track for several of the projects. District staff has diligently prioritized project management, making informed decisions to ensure the overall success of these initiatives. Detailed progress reports have been shared with the board through various quarterly staff reports.

- Employee growth and development measure- District staff demonstrate balance by ensuring required and additional training is completed while maintaining performance objectives.

Measure Outcome Color Key

District will meet and/or exceed this metric
District is monitoring/taking action on this metric
District anticipates not meeting this metric by fiscal end
T&R- Track and report metric

Background

District-Wide Balanced Scorecard Measures are presented quarterly.

Previous Board Action

None

Attachment:

Table 1: Safety Objectives and Measures

Table 2-5: Operational Excellence Objectives and Measures

Table 1: Safety Objectives and Measures

USD Safety Balanced Scorecard										
	Target	Q1	Q2	Q3	Q4	FY23 to Date	Comments	FY22	FY21	FY20
Reduce the number of incidents										
Total incidents with lost days	0	2	1	0	0	3	2 incidents are a result of COVID exposure (Q1)	5	2	0
Other OSHA recordable incidents	≤4	2	2	1	0	5	2 incidents are a result of COVID exposure (Q1)	9	1	1
# Incidents of vehicle or equipment accidents/damage	≤2	1	0	0	3	4		3	1	6
Reduce the impact of incidents on employees and the District										
Cost associated with vehicle/equipment accidents	≤\$5000	\$5,881.32	\$1,565.38	\$0.00	\$8,645.97	\$16,092.67		\$1,338.75	\$11,194.02	\$0.00
Ave FTE lost time	<0.5	0	0.06	0.02	0	0.03		0.61	1.03	0.66
Total Costs: Lost time Wages only	≤\$46,883	\$0.00	\$1,713.70	\$70.64	\$0.00	\$1,784.34		\$83,731.16	\$99,187.81	\$70,759.00
Ave FTE limited duty time	≤0.5	0	0	0	0	0		0	0	0
Total costs: Limited duty/Other 1/2 wages	≤\$23,441	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
X- Mod	≤1.0					0.78		0.83	0.82	0.94
Identify and correct poor practices and potential hazards										
# Facility inspections completed (SIT)	0	N/A	N/A	N/A	1	1		N/A	N/A	1
% of areas of concern identified during internal facility inspections that are resolved within 60 days of report	0	N/A	N/A	N/A	100%	100%		N/A	N/A	100%
# work site inspections completed	278	83	79	85	74	321		313	346	335
Implement industry best practices										
# site visits (for potential BMPS) completed and discussed by ET	0	N/A	N/A	N/A	N/A	N/A	Activity scheduled for next FY.	N/A	N/A	0
Communicate our commitment to safety										
# GM communications on status of safety program and performance	≥4	21	14	13	5	53		47	34	19
# safety strategy reviews conducted by ET and EHSS	2	0	0	1	1	2		2	48	12
Educate employees in safe work practices										
# of major safety training events offered	12	2	4	4	3	13		17	13	9
Ave % of targeted employees trained vs. plan	≥90%	90.49%	96.80%	96.80%	93.50%	94.40%		92.76%	92.66%	89.77%
Create a positive safety culture										
% Positive responses on the employees safety survey (aver)	≥75%	N/A	93.60%	N/A	N/A	93.60%		POSTPONED	POSTPONED	POSTPONED

Table 2: Operational Excellence Objectives and Measures

CUSTOMER OBJECTIVES										
	Target	Q1	Q2	Q3	Q4	FY23 to Date	Comments	FY22	FY21	FY20
Stewardship: Demonstrate responsible stewardship of District assets and the environment										
# of Outreach Activities/Events Completed	98	24	48	69	26	167		138	90	107
Community Events / Online Outreach	53	20	25	19	19	83		84	9	13
Business	5	1	1	1	2	5		3	4	3
Schools	35	1	19	48	5	73		44	73	87
Civic	5	2	3	1	0	6		7	4	4
Service: Provide reliable, high quality service										
% of service calls responded to within 1 hour	≥95%	100%	100%	100%	100%	100%		100.00%	98.43%	98.78%
Average time to customer contact	T&R	24 min	22 min	15 min	23 min	21 min		19 min	N/A	N/A
Initial response time to contact USD website inquiries (% within 3 business days)	≥90%	100%	95%	100%	97%	98%		100.00%	99.50%	98.50%
Average Response time of contact USD website inquiries (in days)	T&R	0.72	0.93	0.48	0.91	0.76		0.54	N/A	N/A
# of adverse impacts on customers that were caused by USD (non-SSO)	≤10	0	0	0	0	0		4	2	3
Emergencies: Be prepared for emergencies										
# of Emergency Preparedness Activities/Events Completed	4	2	3	3	2	10		7	5	3
Drills	2	0	1	0	1	2		1	1	1
Training/Exercises (or Communication)	1	2	1	2	1	6		3	1	2
Documents, Plans, Policies Updated	1	0	1	1	0	2		3	3	0

Table 3: Operational Excellence Objectives and Measures (continued)

FINANCIAL OBJECTIVES										
	Target	Q1	Q2	Q3	Q4	FY23 to Date	Comments	FY22	FY21	FY20
Fiscal responsibility: Ensure funding for critical programs and projects, while maintaining comparable rates										
Residential Sewer Service Charge (SSC) compared to other local agencies	T&R					14.7th		11.7th	5.8th	5.8th
\$: SSC Union Sanitary District	T&R					\$530.00		\$491.00	\$455	\$421
\$: SSC Regional Average	T&R					Annual	FY23 data not available	\$482.00	\$505	\$468
\$: SSC National Average	T&R					Annual	FY23 data not available	\$551.00	\$526	\$512
Total Service Population Change	T&R					343,680		344,855	356,823	356,823
Total Parcels Served	T&R					94,031		93,378	92,714	91,054
Fiscal responsibility: (Financial) Accurately project and control costs										
Debt Coverage Ratio	1.5					Annual	Post audit data	8.93	6.71	9.90
PERS Funding Level	90-100%					Annual	Post audit data	76.66%	65.79%	67.02%
OPEB Funding Level	90-100%					Annual	Post audit data	81.49%	60.85%	48.41%
% of Budgeted Operating Expenditures	95-103%	23.00%	19.61%	26.69%	22.90%	92.20%		94%	100%	96%
% of Budgeted Overtime Used	T&R	23.87%	21.08%	30.73%	13.89%	89.57%		93.62%	N/A	N/A
% of Budgeted Special Projects Expenditures	80-110%	14.25%	13.65%	10.76%	12.84%	51.50%		33.26%	N/A	N/A
Fiscal responsibility: (Chemical Usage) Accurately project and control costs										
Ferrous Chloride Usage	≤ 40	35.5 GPH	35.8 GPH	35.4 GPH	38.7 GPH	36.3 GPH		39.3 GPH	N/A	N/A
Hydrogen Peroxide Usage	≤ 14	14.3 GPH	13.6 GPH	11.8 GPH	13.7 GPH	13.3 GPH		14.3 GPH	N/A	N/A
Hypochlorite Usage	≤ 143	151.7 GPH	146 GPH	151.5 GPH	165.1 GPH	153.6 GPH		142.4 GPH	N/A	N/A
Polymer Usage - Gravity Belt Thickener (GBT)	≤ 5.5	4.6 lbs/dry ton	3.7 lbs/dry ton	3.0 lbs/dry ton	3.7 lbs/dry ton	3.8 lbs/dry ton		4.1 lbs/dry ton	N/A	N/A
Polymer Usage - Dewatering	≤ 37	39.1 lbs/dry ton	38.4 lbs/dry ton	37.6 lbs/dry ton	36 lbs/dry ton	37.8 lbs/dry ton		35.3 lbs/dry ton	N/A	N/A
Fiscal responsibility: (Process) Accurately project and control costs										
Energy Produced: Cogeneration	T&R	31,405 kwh/d	36,468 kwh/d	34,693 kwh/d	32,168 kwh/d	33,683 kwh/d		32,887 kwh/d	N/A	N/A
Energy Produced: Solar	T&R	465 kwh/d	213 kwh/d	211 kwh/d	497 kwh/d	347 kwh/d		348 kwh/d	N/A	N/A
Total Electrical Usage	T&R	50,515 kwh/d	52,602 kwh/d	52,600 kwh/d	54,087 kwh/d	52,451 kwh/d		52,039 kwh/d	N/A	N/A
Plant Daily Flow (Average)	T&R	21.7 mgd	22.4 mgd	27.6 mgd	24 mgd	23.9 mgd		22.6 mgd	N/A	N/A
Influent Total Suspended Solids	T&R	349 mg/L	336 mg/L	329 mg/L	334 mg/L	337 mg/L		361 mg/L	N/A	N/A
Effluent Total Suspended Solids	T&R	9.3 mg/L	10.3 mg/L	15 mg/L	12 mg/L	11.6 mg/L		10.3 mg/L	N/A	N/A
% Removal of Total Suspended Solids	≥85%	97%	97%	95%	97%	97%		97%	N/A	N/A

Table 4: Operational Excellence Objectives and Measures (continued)

INTERNAL PROCESS OBJECTIVES										
	Target	Q1	Q2	Q3	Q4	FY23 to Date	Comments	FY22	FY21	FY20
Asset Management: Manage and maintain assets and infrastructure										
Total # of Maintenance Activities to Prevent Failures	T&R	5,517	6,634	7192	6882	26,225		24,824	N/A	N/A
Corrective Maintenance	T&R	338	395	584	424	1,741		2,220	N/A	N/A
Preventative Maintenance	T&R	4,580	5,116	5678	5594	20,968		18,591	N/A	N/A
Proactive Corrective Maintenance (Predictive)	T&R	599	1,123	930	859	3,511		4,013	N/A	N/A
Total hours used for Maintenance Activities to Prevent Failures	T&R	10,836.89	9,329.43	10933	10038.9	41,138.37		39,283.26	N/A	N/A
Corrective Maintenance	T&R	2,463.55	2,983.25	4157	3893.3	13,497.10		12,550.26	N/A	N/A
Preventative Maintenance	T&R	6,354.60	3,429.85	3926	4330.75	18,040.70		15,639.39	N/A	N/A
Proactive Corrective Maintenance (Predictive)	T&R	2,018.74	2,916.33	2851	1815.85	9,601.57		11,093.61	N/A	N/A
Total # of Urgent Responses	T&R	51	94	69	92	306		277	N/A	N/A
Total hours used for Urgent Responses	T&R	291.5	399.2	458	763.5	1,912.10		2,230.45	N/A	N/A
% of Collection System Cleaned per Plan	100%	19.7%	28.1%	29.8%	23.3%	100.9%		104.1%	N/A	N/A
% asset renewal/year: Plant	T&R					Annual	Post audit data	7.79%	11.80%	5.03%
% asset renewal/year: Collection System	T&R					Annual	Post audit data	0.10%	0.06%	0.04%
Environmental Protection: Maintain our ability to meet current and future regulations										
# of Category 1 SSO's	0	0	0	0	0	0		0	0	0
# of Category 2/3 SSO's	≤10	0	0	0	1	1		1	3	1
Settleability Performance: Sludge Volume Index (SVI)	100 - 150 mL/gal	276 mL/gal	301 mL/gal	203 mL/gal	179 mL/gal	240 mL/gal		276 mL/gal	N/A	N/A
Number of Days SVI Outside of Range	T&R	64	57	56	40	217		232	N/A	N/A
Planning: Plan for long-term financial, project, and staffing needs										
Districtwide Critical Projects On schedule	≥85					46%		68.40%	N/A	N/A
How many hours project points expend on District projects	T&R					884.25		1,336.12	N/A	N/A
Efficiency: Optimize processes; Use technology and resources effectively										
# of projects that improve efficiency	T&R					7		6	N/A	N/A

Table 5: Operational Excellence Objectives and Measures (continued)

EMPLOYEE GROWTH & DEVELOPMENT OBJECTIVES										
	Target	Q1	Q2	Q3	Q4	FY23 to Date	Comments	FY22	FY21	FY20
Employees: Maintain a highly competent, flexible workforce										
Employee Turnover Rate- Total	T&R					8.82%		9.29%	3.57%	5.11%
Employee Turnover Rate Nonretirement	T&R					2.94%		5.00%	2.14%	2.19%
% of employees completing training beyond District scheduled	≥80%					68%		54%	60%	N/A
Average training hours per FTE	≥20	6.71	6.91	10.43	7.95	32.00		19.65	16.99	N/A
Business Services	≥20	6.36	6.69	6.67	10.70	30.42		16.01	19.15	N/A
Technical Services	≥20	5.00	3.35	6.56	9.40	24.31		17.02	18.25	N/A
Collections Systems	≥20	3.27	8.22	11.03	4.24	26.76		22.29	15.181	N/A
Fabrication, Maintenance, and Construction	≥20	12.03	10.35	17.77	7.86	48.01		25.26	18.85	N/A
Treatment and Disposal	≥20	6.88	5.96	10.13	7.54	30.51		16.36	14.66	N/A
Safety: Work safely; reduce accidents and injuries										
See Safety Scorecard										
Culture: Foster a collaborative employee-management relationship that encourages new ideas and continuous improvement										
% of employee participating in committee and/or taskforces (Excludes management)	≥45%					33%	41 non-mgt employees participated on committees	34%	36%	44%
# Districtwide Employee Engagement Activities Completed (Survey, training, events)	T&R	0	1	0	1	2		0	N/A	N/A



USD TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**OCTOBER 9, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM #10**

TITLE: Consider Seventh Amended and Restated Employment Agreement between Union Sanitary District and Paul R. Eldredge *(This is a Motion Item)*

SUBMITTED: Karen W. Murphy, General Counsel
Alisa Gordon, Human Resources Manager

Recommendation

It is recommended that the Board approve the Seventh Amended and Restated Employment Agreement.

Discussion

Section 4 of the current Amended and Restated Employment Agreement between the District and General Manager Paul R. Eldredge provides that the General Manager's base salary may be annually adjusted. Section 13(A) provides that the Board agrees to review the Manager's total compensation each year.

The Board of Directors conducted Mr. Eldredge's 2023 annual performance evaluation on September 19. On September 19, the Board also met with its designated ad hoc subcommittee on contract negotiations, President Fernandez and Vice President Toy.

The following amendments were negotiated:

1. An increase in General Manager's salary to 339,765.37, or approximately 5.9 percent
2. A one-time payment of \$5,000.00, which will not be subject to PERS

The salary changes would be effective as of September 1, 2023.

The attached Seventh Amended and Restated Employment Agreement incorporates these revisions in one comprehensive agreement for ease of reference, similar to the prior Amended and Restated Employment Agreements. Revisions from the Sixth Amended and Restated Employment Agreement are shown in the attached redline.

Background

The Union Sanitary District entered into an Employment Agreement with Paul Eldredge to serve as General Manager/District Engineer on June 25, 2014.

The Employment Agreement was amended on September 28, 2015, to remove the automobile allowance and incorporate such amount into Mr. Eldredge's base salary, and to increase Mr. Eldredge's salary by \$7,250.00, or approximately three percent.

The Employment Agreement was amended a second time on November 14, 2016, to: (1) remove the termination date; (2) provide for a salary increase to \$261,697.25, or approximately three percent; and (3) increase matching deferred compensation from \$4,200.00 to \$14,363.00 annually.

On October 23, 2017, District and Manager entered into an Amended and Restated Employment Agreement to incorporate all amendments into one complete and conforming Amended and Restated Employment Agreement and to increase Manager's salary to \$275,436.09, or approximately five and a quarter percent.

On January 14, 2019, District and Manager entered into a Second Amended and Restated Employment Agreement, which (1) increased Manager's salary to \$279,595.04, or approximately one and a half percent; (2) provided Manager with a one-time payment of \$9,641.21, which will not be subject to PERS; and (3) provided Manager with a one-time contribution of 50 vacation hours

On October 28, 2019, District and Manager entered into a Third Amended and Restated Employment Agreement which: (1) increased Manager's salary to \$290,778.85, or approximately four percent; and (2) provided Manager with a one-time payment of \$8,387.85, which will not be subject to PERS.

On October 12, 2020, District and Manager entered into a Fourth Amended and Restated Employment Agreement which: (1) increased Manager's salary to \$300,229.16, or approximately 3.25 percent; and (2) provided Manager with a one-time payment of \$5,000.00, which will not be subject to PERS.

On October 25, 2021, District and Manager entered into a Fifth Amended and Restated Employment Agreement which increased Manager's salary to \$309,986.61, or approximately 3.25 percent.

On November 14, 2022, District and Manager entered into that certain Sixth Amended and Restated Employment Agreement to: (1) increase Manager's salary to \$320,836.14, or approximately 3.5 percent; (2) increase Manager's deferred compensation contribution by 0.5 percent for a total contribution of \$15,912.93; (3) provide Manager with a one-time payment of \$8,500.00, which will not be subject to PERS; and (4) increase Manager's vacation time to 210 hours per year.

Previous Board Action

11/14/22 - The Board approved a Sixth Amended and Restated Employment Agreement with Paul R. Eldredge

Attachments:

- Seventh Amended and Restated Employment Agreement
- Redline between Seventh and Sixth Amended and Restated Employment Agreements

SEVENTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS SEVENTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the “**Agreement**”) is made and entered into on October 9, 2023, by and between the UNION SANITARY DISTRICT, a public sanitary district (“**USD**” or “**District**”) and PAUL R. ELDREDGE (the “**Manager**”).

Recitals

A. USD desires to employ the services of Manager as General Manager and District Engineer of USD.

B. It is the desire of the Board of Directors of Union Sanitary District (the “**Board**”), to provide certain benefits, establish certain conditions of employment and to set working conditions of said Manager.

C. It is the desire of USD to (1) retain the services of Manager and to provide inducement for him to remain in such employment; (2) make possible full work productivity by assuring Manager’s morale and peace of mind with respect to future security; and, (3) provide a means of USD terminating Manager’s employment if so desired.

D. Manager desires to accept employment as General Manager and District Engineer of Union Sanitary District.

E. District and Manager entered into that certain Employment Agreement dated June 25, 2014, wherein District hired Manager and Manager accepted employment as General Manager and District Engineer of Union Sanitary District (the “**Employment Agreement**”).

F. The Employment Agreement was amended by that certain First Amendment to Employment Agreement between USD and Manager dated as of September 28, 2015 (the “**First Amendment**”). The First Amendment removed Manager’s automobile allowance and incorporated such amount into Manager’s base salary, and increased Manager’s salary by \$7,250.00, or approximately three percent.

G. The Employment Agreement as amended by the First Amendment was thereafter amended by that certain Second Amendment to Employment Agreement between USD and Manager dated as of November 14, 2016 (the “**Second Amendment**”). The Second Amendment (1) removed the termination date; (2) increased Manager’s salary to \$261,697.25, or approximately three percent; and (3) increased Manager’s deferred compensation from \$4,200.00 to \$14,363.00 annually.

H. On October 23, 2017, District and Manager entered into an Amended and Restated Employment Agreement to incorporate all amendments in one complete and conforming Amended and Restated Employment Agreement and to increase Manager’s salary to \$275,436.09, or approximately five and a quarter percent (“**Amended and Restated**

Agreement”).

I. On January 14, 2019, District and Manager entered into a Second Amended and Restated Employment Agreement, which (1) increased Manager’s salary to \$279,595.04, or approximately one and a half percent; (2) provided Manager with a one-time payment of \$9,641.21, which will not be subject to PERS; and (3) provided Manager with a one-time contribution of 50 vacation hours (“**Second Amended and Restated Agreement**”).

J. On October 28, 2019, District and Manager entered into that certain Third Amended and Restated Employment Agreement which: (1) increased Manager’s salary to \$290,778.85, or approximately four percent; and (2) provided Manager with a one-time payment of \$8,387.85, which will not be subject to PERS (“**Third Amended and Restated Agreement**”).

K. On October 12, 2020, District and Manager entered into that certain Fourth Amended and Restated Employment Agreement which: (1) increased Manager’s salary to \$300,229.16, or approximately 3.25 percent; and (2) provided Manager with a one-time payment of \$5,000.00, which will not be subject to PERS.

L. On October 25, 2021, District and Manager entered into that certain Fifth Amended and Restated Employment Agreement which increased Manager’s salary to \$309,986.61, or approximately 3.25 percent.

M. On November 14, 2022, District and Manager entered into that certain Sixth Amended and Restated Employment Agreement to: (1) increase Manager’s salary to \$320,836.14, or approximately 3.5 percent; (2) increase Manager’s deferred compensation contribution by 0.5 percent for a total contribution of \$15,912.93; (3) provide Manager with a one-time payment of \$8,500.00, which will not be subject to PERS; and (4) increase Manager’s vacation time to 210 hours per year.

N. District and Manager now desire to enter into a Seventh Amended and Restated Employment Agreement to: (1) increase Manager’s salary to \$339,765.37, or approximately 5.9 percent; and (2) provide Manager with a one-time payment of \$5,000.00, which will not be subject to PERS.

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

Section 1. Duties.

USD hereby agrees to employ Manager as General Manager and District Engineer of Union Sanitary District to perform the functions and duties of the chief executive officer at the District as specified in the regulations of USD, the Health and Safety Code and the Government Code of the State of California, and to perform other legally permissible and proper duties and functions as the Board shall from time and time assign.

Section 2. Term.

This Agreement is for a term commencing on August 11, 2014, and shall continue and remain in full force and effect until terminated by either party in the manner provided herein. Nothing in this Agreement shall prevent, limit or otherwise interfere with (a) Manager's at-will status; (b) the right of the Board to terminate the services of Manager as provided herein; and (c) the right of Manager to resign from his position as provided herein.

Section 3. Termination and Severance Pay.

A. In the event that Manager is terminated by a majority vote of the Board while Manager continues to be willing and able to perform his duties under the Agreement, USD agrees to pay Manager equal payments over an agreed upon period of time equal to Manager's monthly salary multiplied by nine (9). Manager shall also be compensated for all accrued vacation time. The District agrees to continue medical, dental and vision benefits for six (6) months. Such severance pay and benefits shall not be due or payable if the Manager is terminated for willful misconduct, dishonesty, or fraud in office; willful destruction, theft, misappropriation or misuse of District property; or after being convicted of a felony; or any action involving moral turpitude. However, if Manager is terminated by a majority vote of the Board because of his commission of a felony, an act or action which constitutes moral turpitude for personal gain to him, is not in good standing due to acts which bring potential civil liability to the District or is unwilling or unable to adequately perform the duties of a General Manager, then in any of these events, USD shall have no obligation to pay the aggregate severance sum designated in this paragraph. It is specifically agreed that Manager serves at the pleasure of the Board as an at-will employee, subject to the termination and severance provisions contained herein.

B. Except for a termination involving the commission of any illegal act, or falling to remain in good standing as set forth in Section 3 A, above, the Manager may not be terminated by the USD within the three' (3) months preceding or following a General Election where one or more Board seats are contested on the ballot of such election (the "**election cool-off period**").

C. In the event the District terminates Manager for cause, the District and the Manager agree that neither Party shall make any written or oral statements to members of the public or press concerning the Manager's termination which are not factual, or which are of a slanderous nature.

D. If Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period in excess of 6 months, the District shall have the option to terminate this agreement without further payment

of compensation and benefits (except as required by State or Federal Law). Disability will preclude severance benefits.

Section 4. Salary.

USD agrees to pay Manager for his services rendered pursuant hereto an annual base salary, payable in installments at the same time as other employees of USD are paid, as set forth below.

- Effective as of June 25, 2014, Manager's base salary is \$241,425.00.
- Effective as of September 1, 2015, Manager's base salary is \$254,075.00.
- Effective as of September 1, 2016, Manager's base salary is \$261,697.25.
- Effective as of September 1, 2017, Manager's base salary is \$275,436.09.
- Effective as of September 1, 2018, Manager's base salary is \$279,595.04.
- Effective as of September 1, 2019, Manager's base salary is \$290,778.85.
- Effective as of September 1, 2020, Manager's base salary is \$300,229.16.
- Effective as of September 1, 2021, Manager's base salary is \$309,986.61.
- Effective as of September 1, 2022, Manager's base salary is \$320,836.14.
- Effective as of September 1, 2023, Manager's base salary is \$339,765.37.

Base salary is subject to adjustment annually and Manager may receive pay for performance bonuses following the Manager's annual performance evaluation.

- Manager received a one-time payment of \$9,641.21 in 2018 pursuant to the Second Amended and Restated Agreement.
- Manager received a one-time payment of \$8,387.85 pursuant to the Third Amended and Restated Agreement.
- Manager received a one-time payment of \$5,000.00 pursuant to the Fourth Amended and Restated Agreement.
- Manager received a one-time payment of \$8,500.00 pursuant to the Sixth Amended and Restated Agreement.
- Manager shall receive a one-time payment of \$5,000.00 at the next pay period after execution of this Agreement.

Manager may distribute his Base Salary between salary and his contributions to approved deferred compensation plan as he chooses, so long as such distribution conforms to all applicable State and Federal laws and regulations.

Section 5. Automobile.

As of September 1, 2015, Manager does not receive an automobile allowance. Prior to that date, USD paid the Manager a Four Hundred Fifty Dollars (\$450.00) per month automobile allowance.

Section 6. Holiday Benefits.

Manager shall be entitled to the same holidays as Work Group Managers of USD.

Section 7. Medical, Vision and Dental Benefits.

The Manager shall be entitled to all medical, dental, vision, life and disability insurance benefits provided non-represented employees of USD. Qualifying dependents will be eligible for medical, dental, vision and life insurance benefits.

Section 8. Deferred Compensation.

USD will match Manager's contributions to Deferred Compensation Plans up to a maximum of \$4,200 per year on a dollar-for-dollar basis. Effective as of September 1, 2016, USD will match Manager's contributions to Deferred Compensation Plans up to a maximum of \$14,363.00 per year on a dollar-for-dollar basis. Effective as of September 1, 2022, USD will match Manager's contributions to Deferred Compensation Plans up to a maximum of \$15,912.93 per year on a dollar-for-dollar basis. This amount may be increased following the Manager's annual performance evaluation.

Section 9. Comprehensive Leave.

Manager's sick leave and administrative leave shall be the same as Work Group Managers of USD. The Manager shall earn four (4) weeks of vacation leave annually. Effective as of September 1, 2022, Manager shall earn 210 hours of vacation leave annually. Manager shall receive a one-time contribution of 50 hours of vacation as of September 1, 2018, or the payroll immediately following the execution of this Agreement.

Section 10. Retirement.

Manager shall be eligible to participate, in the Public Employees' Retirement System (PERS) under the 2.5% at age 55 formula and the Fourth Level 1959 survivor benefit. The terms of the contract between the District and CalPERS shall govern the eligibility for and level of benefits to which Manager is entitled.

Section 11. Dues and Subscriptions.

USD agrees to pay for the professional dues, licenses and subscriptions of Manager necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the District.

Section 12. Professional Development/Employee Recognition.

A. USD hereby agrees to pay the travel and subsistence expenses of Manager for professional and official travel, meetings and occasions adequate to continue the

professional development of Manager and adequate to pursue necessary official and other functions for USD, including but not limited to, California Association of Sanitation Agencies, National Association of Clean Water Agencies and other professional associations. Travel related advances and reimbursement shall be on the same basis as other District employees.

B. USD also agrees to pay for the travel and subsistence expenses of Manager for short courses, institutes and seminars that are necessary for his professional development in the best interest of USD.

Section 13. Performance Evaluation.

A. The Board shall review and evaluate the performance of Manager once annually, in September. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board and Manager. Said criteria may be modified as the Board may from time to time determine after consultation with Manager. The Board agrees to review the Manager's total compensation in September of each year.

B. During the annual evaluation, the Board and Manager shall define such goals and performance objectives which they jointly determine necessary for the proper operation of the District and attainment of the Board's policy objectives; they shall also establish a relative priority among those various goals and objectives, and reduce said goals and objectives to writing. These goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 14. Indemnification.

A. Pursuant to the requirements of the California Government Code, including but not limited to sections 825, 995, 995.2, 995.8 and 996.4, as amended from time to time, and any other relevant Government Code sections pertaining to such matters, the District shall defend save harmless and indemnify Manager against any tort, professional liability claim and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of duties as General Manager. Said defense shall be provided by the District until such time as all legal action on the matter is concluded.

B. Should Manager be named as a defendant for any tort, professional liability claim and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of duties as General Manager, District shall solicit and consider Manager's preference for legal representation, but District shall retain full discretion in the selection of counsel to the extent permitted by law.

Section 15. Other Terms and Conditions of Employment.

A. The Board, in consultation with the Manager, shall fix any such other

terms and conditions of employment, as it may determine from time to time, relating to the performance of Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or State or Federal law. Any terms or conditions changed shall be jointly agreed upon and in writing as provided by Section 16C, infra.

B. All provisions of the ordinances, regulations, policies and rules of the District relating to vacation and sick leave, retirement and pension system contributions, life insurance, holidays and other fringe benefits and working conditions as they now exist or thereafter may be amended, which apply to work group manager level District employees, except as otherwise set forth herein, also shall apply to Manager.

C. District agrees to pay Manager's reasonable consulting fees and travel expenses after employment concludes to serve as a material or expert witness, advisor or consultant to District for litigation or other disputes arising from Manager's service to the District.

Section 16. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. The Agreement is dated as of the date set forth in the first paragraph above and its terms and provisions effective as of August 11, 2014.

C. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by USD and the Manager. No waiver of either party at any time of the breach of, or lack of compliance with, any condition or provision of this Agreement shall be deemed a waiver of any other provision or condition hereof.

D. This Agreement shall be binding upon, or shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties provided, however, that Manager may not assign Manager's obligations hereunder.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 17. Criminal Background Check.

A. This Agreement is conditioned upon the District's receipt, within four (4) weeks of the date upon which this Agreement is effective, a criminal background check

regarding Manager showing no criminal convictions. If the District does not receive within four (4) weeks a criminal background check regarding Manager showing no criminal convictions, and/or if the criminal background check of Manager contains criminal convictions, this Agreement shall be, null and void.

Section 18. Amendment and Restatement.

This Agreement amends and restates the Sixth Amended and Restated Agreement in its entirety.

IN WITNESS WHEREOF, the District and Manager have signed and executed this Agreement as of the day and year first above written.

UNION SANITARY DISTRICT

MANAGER

By _____
Manny Fernandez, President

By _____
Paul R. Eldredge

Attest:

By _____
Tom Handley, Secretary

Approved:

By _____
Karen Murphy, District General
Counsel

~~SIXTH~~ SEVENTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS ~~SIXTH~~ SEVENTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the “**Agreement**”) is made and entered into on ~~November 14~~ October 9, 2022 2023, by and between the UNION SANITARY DISTRICT, a public sanitary district (“**USD**” or “**District**”) and PAUL R. ELDREDGE (the “**Manager**”).

Recitals

A. USD desires to employ the services of Manager as General Manager and District Engineer of USD.

B. It is the desire of the Board of Directors of Union Sanitary District (the “**Board**”), to provide certain benefits, establish certain conditions of employment and to set working conditions of said Manager.

C. It is the desire of USD to (1) retain the services of Manager and to provide inducement for him to remain in such employment; (2) make possible full work productivity by assuring Manager’s morale and peace of mind with respect to future security; and, (3) provide a means of USD terminating Manager’s employment if so desired.

D. Manager desires to accept employment as General Manager and District Engineer of Union Sanitary District.

E. District and Manager entered into that certain Employment Agreement dated June 25, 2014, wherein District hired Manager and Manager accepted employment as General Manager and District Engineer of Union Sanitary District (the “**Employment Agreement**”).

F. The Employment Agreement was amended by that certain First Amendment to Employment Agreement between USD and Manager dated as of September 28, 2015 (the “**First Amendment**”). The First Amendment removed Manager’s automobile allowance and incorporated such amount into Manager’s base salary, and increased Manager’s salary by \$7,250.00, or approximately three percent.

G. The Employment Agreement as amended by the First Amendment was thereafter amended by that certain Second Amendment to Employment Agreement between USD and Manager dated as of November 14, 2016 (the “**Second Amendment**”). The Second Amendment (1) removed the termination date; (2) increased Manager’s salary to \$261,697.25, or approximately three percent; and (3) increased Manager’s deferred compensation from \$4,200.00 to \$14,363.00 annually.

H. On October 23, 2017, District and Manager entered into an Amended and Restated Employment Agreement to incorporate all amendments in one complete and conforming Amended and Restated Employment Agreement and to increase Manager’s salary to \$275,436.09, or approximately five and a quarter percent (“**Amended and Restated**”).

Agreement”).

I. On January 14, 2019, District and Manager entered into a Second Amended and Restated Employment Agreement, which (1) increased Manager’s salary to \$279,595.04, or approximately one and a half percent; (2) provided Manager with a one-time payment of \$9,641.21, which will not be subject to PERS; and (3) provided Manager with a one-time contribution of 50 vacation hours (“**Second Amended and Restated Agreement**”).

J. On October 28, 2019, District and Manager entered into that certain Third Amended and Restated Employment Agreement which: (1) increased Manager’s salary to \$290,778.85, or approximately four percent; and (2) provided Manager with a one-time payment of \$8,387.85, which will not be subject to PERS (“**Third Amended and Restated Agreement**”).

K. On October 12, 2020, District and Manager entered into that certain Fourth Amended and Restated Employment Agreement which: (1) increased Manager’s salary to \$300,229.16, or approximately 3.25 percent; and (2) provided Manager with a one-time payment of \$5,000.00, which will not be subject to PERS.

L. On October 25, 2021, District and Manager entered into that certain Fifth Amended and Restated Employment Agreement which increased Manager’s salary to \$309,986.61, or approximately 3.25 percent.

M. On November 14, 2022, District and Manager ~~now desire to enter~~ entered into a that certain Sixth Amended and Restated Employment Agreement to: (1) increase Manager’s salary to \$320,836.14, or approximately 3.5 percent; (2) increase Manager’s deferred compensation contribution by 0.5 percent for a total contribution of \$15,912.93; (3) provide Manager with a one-time payment of \$8,500.00, which will not be subject to PERS; and (4) increase Manager’s vacation time to 210 hours per year.

N. District and Manager now desire to enter into a Seventh Amended and Restated Employment Agreement to: (1) increase Manager’s salary to \$339,765.37, or approximately 5.9 percent; and (2) provide Manager with a one-time payment of \$5,000.00, which will not be subject to PERS.

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

Section 1. Duties.

USD hereby agrees to employ Manager as General Manager and District Engineer of Union Sanitary District to perform the functions and duties of the chief executive officer at the District as specified in the regulations of USD, the Health and Safety Code and the Government Code of the State of California, and to perform other legally permissible and proper duties and functions as the Board shall from time and time assign.

Section 2. Term.

This Agreement is for a term commencing on August 11, 2014, and shall continue and remain in full force and effect until terminated by either party in the manner provided herein. Nothing in this Agreement shall prevent, limit or otherwise interfere with (a) Manager's at-will status; (b) the right of the Board to terminate the services of Manager as provided herein; and (c) the right of Manager to resign from his position as provided herein.

Section 3. Termination and Severance Pay.

A. In the event that Manager is terminated by a majority vote of the Board while Manager continues to be willing and able to perform his duties under the Agreement, USD agrees to pay Manager equal payments over an agreed upon period of time equal to Manager's monthly salary multiplied by nine (9). Manager shall also be compensated for all accrued vacation time. The District agrees to continue medical, dental and vision benefits for six (6) months. Such severance pay and benefits shall not be due or payable if the Manager is terminated for willful misconduct, dishonesty, or fraud in office; willful destruction, theft, misappropriation or misuse of District property; or after being convicted of a felony; or any action involving moral turpitude. However, if Manager is terminated by a majority vote of the Board because of his commission of a felony, an act or action which constitutes moral turpitude for personal gain to him, is not in good standing due to acts which bring potential civil liability to the District or is unwilling or unable to adequately perform the duties of a General Manager, then in any of these events, USD shall have no obligation to pay the aggregate severance sum designated in this paragraph. It is specifically agreed that Manager serves at the pleasure of the Board as an at-will employee, subject to the termination and severance provisions contained herein.

B. Except for a termination involving the commission of any illegal act, or falling to remain in good standing as set forth in Section 3 A, above, the Manager may not be terminated by the USD within the three' (3) months preceding or following a General Election where one or more Board seats are contested on the ballot of such election (the "**election cool-off period**").

C. In the event the District terminates Manager for cause, the District and the Manager agree that neither Party shall make any written or oral statements to members of the public or press concerning the Manager's termination which are not factual, or which are of a slanderous nature.

D. If Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period in excess of 6 months, the District shall have the option to terminate this agreement without further payment

of compensation and benefits (except as required by State or Federal Law). Disability will preclude severance benefits.

Section 4. Salary.

USD agrees to pay Manager for his services rendered pursuant hereto an annual base salary, payable in installments at the same time as other employees of USD are paid, as set forth below.

- Effective as of June 25, 2014, Manager's base salary is \$241,425.00.
- Effective as of September 1, 2015, Manager's base salary is \$254,075.00.
- Effective as of September 1, 2016, Manager's base salary is \$261,697.25.
- Effective as of September 1, 2017, Manager's base salary is \$275,436.09.
- Effective as of September 1, 2018, Manager's base salary is \$279,595.04.
- Effective as of September 1, 2019, Manager's base salary is \$290,778.85.
- Effective as of September 1, 2020, Manager's base salary is \$300,229.16.
- Effective as of September 1, 2021, Manager's base salary is \$309,986.61.
- Effective as of September 1, 2022, Manager's base salary is \$320,836.14.
- [Effective as of September 1, 2023, Manager's base salary is \\$339,765.37.](#)

Base salary is subject to adjustment annually and Manager may receive pay for performance bonuses following the Manager's annual performance evaluation.

- Manager received a one-time payment of \$9,641.21 in 2018 pursuant to the Second Amended and Restated Agreement.
- Manager received a one-time payment of \$8,387.85 pursuant to the Third Amended and Restated Agreement.
- Manager received a one-time payment of \$5,000.00 pursuant to the Fourth Amended and Restated Agreement.
- [Manager received a one-time payment of \\$8,500.00 pursuant to the Sixth Amended and Restated Agreement.](#)
- Manager shall receive a one-time payment of ~~\$8,500.00~~ [5,000.00](#) at the next pay period after execution of this Agreement.

Manager may distribute his Base Salary between salary and his contributions to approved deferred compensation plan as he chooses, so long as such distribution conforms to all applicable State and Federal laws and regulations.

Section 5. Automobile.

As of September 1, 2015, Manager does not receive an automobile allowance. Prior to that date, USD paid the Manager a Four Hundred Fifty Dollars (\$450.00) per month automobile allowance.

Section 6. Holiday Benefits.

Manager shall be entitled to the same holidays as Work Group Managers of USD.

Section 7. Medical, Vision and Dental Benefits.

The Manager shall be entitled to all medical, dental, vision, life and disability insurance benefits provided non-represented employees of USD. Qualifying dependents will be eligible for medical, dental, vision and life insurance benefits.

Section 8. Deferred Compensation.

USD will match Manager's contributions to Deferred Compensation Plans up to a maximum of \$4,200 per year on a dollar-for-dollar basis. Effective as of September 1, 2016, USD will match Manager's contributions to Deferred Compensation Plans up to a maximum of \$14,363.00 per year on a dollar-for-dollar basis. Effective as of September 1, 2022, USD will match Manager's contributions to Deferred Compensation Plans up to a maximum of \$15,912.93 per year on a dollar-for-dollar basis. This amount may be increased following the Manager's annual performance evaluation.

Section 9. Comprehensive Leave.

Manager's sick leave and administrative leave shall be the same as Work Group Managers of USD. The Manager shall earn four (4) weeks of vacation leave annually. Effective as of September 1, 2022, Manager shall earn 210 hours of vacation leave annually. Manager shall receive a one-time contribution of 50 hours of vacation as of September 1, 2018, or the payroll immediately following the execution of this Agreement.

Section 10. Retirement.

Manager shall be eligible to participate, in the Public Employees' Retirement System (PERS) under the 2.5% at age 55 formula and the Fourth Level 1959 survivor benefit. The terms of the contract between the District and CalPERS shall govern the eligibility for and level of benefits to which Manager is entitled.

Section 11. Dues and Subscriptions.

USD agrees to pay for the professional dues, licenses and subscriptions of Manager necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the District.

Section 12. Professional Development/Employee Recognition.

A. USD hereby agrees to pay the travel and subsistence expenses of Manager for professional and official travel, meetings and occasions adequate to continue the

professional development of Manager and adequate to pursue necessary official and other functions for USD, including but not limited to, California Association of Sanitation Agencies, National Association of Clean Water Agencies and other professional associations. Travel related advances and reimbursement shall be on the same basis as other District employees.

B. USD also agrees to pay for the travel and subsistence expenses of Manager for short courses, institutes and seminars that are necessary for his professional development in the best interest of USD.

Section 13. Performance Evaluation.

A. The Board shall review and evaluate the performance of Manager once annually, in September. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board and Manager. Said criteria may be modified as the Board may from time to time determine after consultation with Manager. The Board agrees to review the Manager's total compensation in September of each year.

B. During the annual evaluation, the Board and Manager shall define such goals and performance objectives which they jointly determine necessary for the proper operation of the District and attainment of the Board's policy objectives; they shall also establish a relative priority among those various goals and objectives, and reduce said goals and objectives to writing. These goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 14. Indemnification.

A. Pursuant to the requirements of the California Government Code, including but not limited to sections 825, 995, 995.2, 995.8 and 996.4, as amended from time to time, and any other relevant Government Code sections pertaining to such matters, the District shall defend save harmless and indemnify Manager against any tort, professional liability claim and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of duties as General Manager. Said defense shall be provided by the District until such time as all legal action on the matter is concluded.

B. Should Manager be named as a defendant for any tort, professional liability claim and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of duties as General Manager, District shall solicit and consider Manager's preference for legal representation, but District shall retain full discretion in the selection of counsel to the extent permitted by law.

Section 15. Other Terms and Conditions of Employment.

A. The Board, in consultation with the Manager, shall fix any such other

terms and conditions of employment, as it may determine from time to time, relating to the performance of Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or State or Federal law. Any terms or conditions changed shall be jointly agreed upon and in writing as provided by Section 16C, *infra*.

B. All provisions of the ordinances, regulations, policies and rules of the District relating to vacation and sick leave, retirement and pension system contributions, life insurance, holidays and other fringe benefits and working conditions as they now exist or thereafter may be amended, which apply to work group manager level District employees, except as otherwise set forth herein, also shall apply to Manager.

C. District agrees to pay Manager's reasonable consulting fees and travel expenses after employment concludes to serve as a material or expert witness, advisor or consultant to District for litigation or other disputes arising from Manager's service to the District.

Section 16. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. The Agreement is dated as of the date set forth in the first paragraph above and its terms and provisions effective as of August 11, 2014.

C. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by USD and the Manager. No waiver of either party at any time of the breach of, or lack of compliance with, any condition or provision of this Agreement shall be deemed a waiver of any other provision or condition hereof.

D. This Agreement shall be binding upon, or shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties provided, however, that Manager may not assign Manager's obligations hereunder.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 17. Criminal Background Check.

A. This Agreement is conditioned upon the District's receipt, within four (4) weeks of the date upon which this Agreement is effective, a criminal background check

regarding Manager showing no criminal convictions. If the District does not receive within four (4) weeks a criminal background check regarding Manager showing no criminal convictions, and/or if the criminal background check of Manager contains criminal convictions, this Agreement shall be, null and void.

Section 18. Amendment and Restatement.

This Agreement amends and restates the ~~Fifth~~Sixth Amended and Restated Agreement in its entirety.

[signatures follow on next page]

IN WITNESS WHEREOF, the District and Manager have signed and executed this Agreement as of the day and year first above written.

UNION SANITARY DISTRICT

MANAGER

By _____
~~Anjali Lathi~~Manny Fernandez,
President

By _____
Paul R. Eldredge

Attest:

By _____
~~Jennifer Toy~~Tom Handley, Secretary

Approved:

By _____
Karen Murphy, District General
Counsel



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**OCTOBER 9, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: **Authorize the General Manager to Execute an Agreement and Task order No. 1 with Psomas for the Enhanced Treatment and Site Upgrade Phase 1B Project (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Gus Carillo, Enhanced Treatment and Site Upgrade Assistant PM
ETSU Steering Committee (Armando Lopez, Raymond Chau, Robert Simonich)

Recommendation

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Psomas for construction management services for the Enhanced Treatment and Site Upgrade (ETSU) Phase 1B Project in the amount of \$12,263,927.

Discussion

Staff developed an ETSU Phase 1B Project (Project) scope which includes the construction of new secondary clarifiers and effluent facilities as part of constructing the ETSU Program. A detailed description of the scope of the Project is included in the Background section of this report. Figure 1 (attached) indicates the area within the Alvarado Treatment Plant where the Project is located.

The scope of the construction management services proposed for the Project includes all of the day-to-day construction management and inspection services for the project as well as pre-bid constructability review and ETSU Program support services. A more detailed description of this scope is included in the Background section of this report.

Consultant Selection Process

On June 20, 2023, staff issued a Request for Proposals (RFP) seeking a construction management and engineering consulting firm to serve as its construction manager for the Project. Staff invited

a total of ten qualified consultants to participate in the consultant selection process. Two consultants submitted proposals for this project on July 31, 2023. Staff invited both firms to present their project team, related experience, and project approach during interviews held on August 30, 2023.

Both proposals included qualified staff with experience on projects of similar type and size. From the information received, it is the opinion of staff that Psomas is the best overall team for the Project. On September 22, 2023, a notice of staff's intention to recommend Psomas for the role of Construction Manager was posted at District offices and provided to each consultant interviewed. The protest period has elapsed without any protests received.

Task Order No. 1

The following table summarizes the cost proposals received from both proposing firms.

Proposer	Proposed Fee
Conсор	\$13,152,753
Psomas	\$12,543,667

Staff negotiated Task Order No. 1 for Psomas to provide all construction management services for the Project, specialty inspections and a thorough constructability review, and program management support. The total not to exceed fee negotiated with Psomas for Task Order No. 1 is \$12,263,927, a breakdown of the fee is included in the Background section.

The typical range for construction management services for a project of this size is between 8% to 12% of construction costs depending upon the complexity and duration of the project. The total not-to-exceed amount is 8.0% of the construction contract amount of \$154,000,000. Industry standard is to budget 30% for all project soft costs (e.g., design, construction management, inspection, engineering services during construction). If design and engineering services during construction were added to this construction management amount, the total soft costs percentage would be 20.1% however this is based on an estimate for the engineering services during construction.

Staff anticipates completion of the design of the Project by spring 2024 and award of the construction contract in the summer of 2024. Construction of the Project is expected to take approximately 48 months.

Background

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

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

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

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

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

ETSU Phase 1B Project

Staff developed a Phase 1B Project (Project) scope which includes the Secondary Clarifiers and Effluent Facilities project. These two projects are together for the second phase of construction because the projects are in close proximity within the plant, and they rely on the completion of portions of Phase 1A.

The major scope items for the Secondary Clarifiers Sub-Project are as follows:

- Demolition of the existing Administration, RAS Pump Station, Control Box 4, Calcium Thiosulfate Tank, and Control Buildings including all associated appurtenances.
- Construct four new 160-foot secondary clarifiers in the footprint of the existing administration and control buildings. Each Secondary clarifier includes a dedicated scum pump station.
- Construction of a new Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) Pump Station to provide sludge pumping for the proposed secondary clarifiers. Pump Station includes six RAS pumps with room for two future pumps, four WAS pumps and all associated piping and appurtenances.
- Relocation of the existing East Bay Discharger’s Authority (EBDA) Force Main including new magnetic flow meter and tie-in to the existing force main. Work will include temporary facilities.

The major scope items for the Effluent Facilities Sub-Project are as follows:

- Replacement of Sodium Hypochlorite and Polymer Distribution Piping including temporary piping to maintain service through the project.
- Installation of new electrical switchboards and associated distribution equipment in a proposed Electrical Distribution Facility, including ductbanks connecting to existing facilities.
- Construction of chlorination/dechlorination contact basins, effluent pump station, and Old Alameda Creek pump station.
- Modifications to the existing plant control system for control of the new facilities described.

Task Order No. 1

The purpose of Task Order No. 1 is for Psomas to provide all construction management services for the Project, which include preconstruction value engineering and constructability review services, and program management support. The following table summarizes the scope and fee that staff has negotiated with Psomas for Task Order No. 1:

Task ID	Task Order No. 1 Descriptions	Fee
A	Preconstruction Services –Review/Biddability/Constructability Review	\$394,048
B	Construction Management Services	\$11,691,243
C	Program Management Support Services	\$178,636

Total Not-to-Exceed Fee for Task Order No. 1	\$12,263,927
---	---------------------

The scope of the construction management services being proposed for this project includes:

- Performing an independent review of the plans and specifications for determining the biddability and constructability of the Project bid documents before they are finalized.
- Providing on-site day-to-day construction management and inspection services of the contractor’s work for both the new Secondary Clarifiers and Effluent Facilities. This includes acting as the primary point of contact for coordination of all issues between the Contractors, Designer, USD staff, and outside agencies, and negotiation of all potential changes to the construction contract.
- Providing program management support services to develop and maintain a detailed schedule and cost tracking mechanism for the program and to augment program management staff.

Previous Board Action

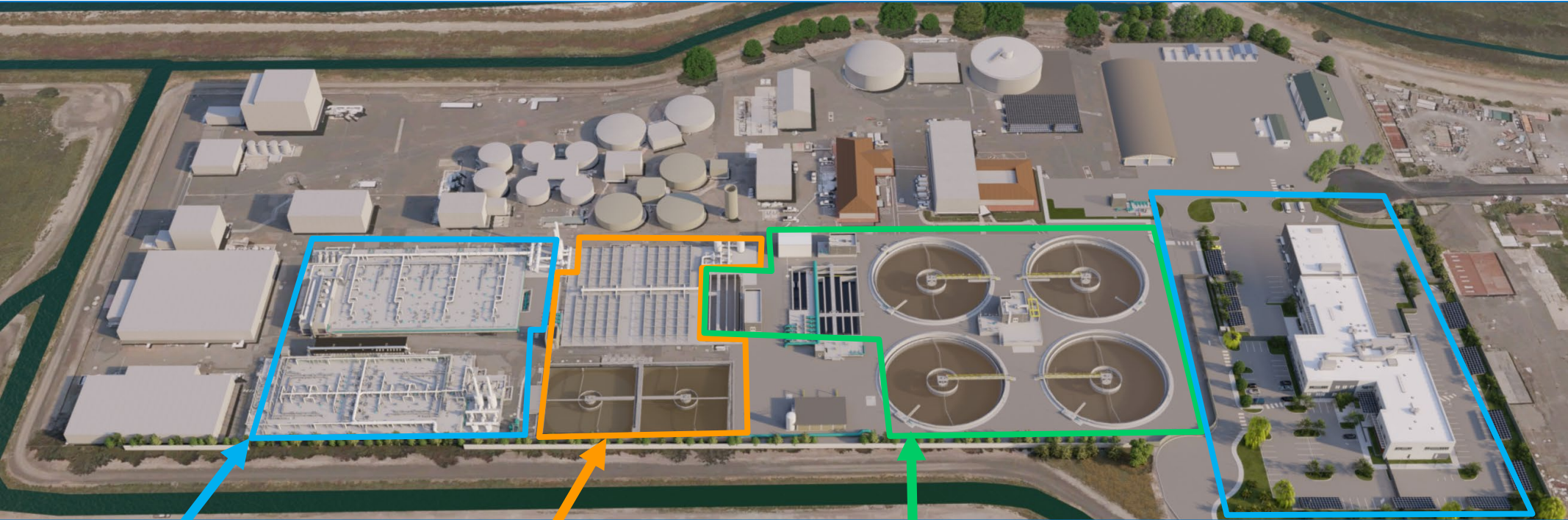
August 26, 2019, the Board Adopted Resolution 2864 Approving the District’s Final Report for the Enhanced Treatment & Site Upgrade Program.

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

PRE/RP/GC

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

Figure 1: ETSU Program – Phase 1 Project Locations



Phase 1A
Aeration Basins
Modifications

Phase 1C
Plant Equalization Storage

Phase 1B
Secondary Clarifiers
& Effluent Facilities

Phase 1A
Campus Building

UNION SANITARY DISTRICT
Professional Services Agreement
with
PSOMAS
for
CONSTRUCTION MANAGEMENT AND PROFESSIONAL SERVICES
For the District's
ENHANCED TREATMENT & SITE UPGRADE (ETSU) PROGRAM – PHASE 1B PROJECT
Union City, California
October ____, 2023

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
UNION SANITARY DISTRICT AND
PSOMAS**

This Professional Services Agreement (the **Agreement**) is dated October ____, 2023 and is by and between the Union Sanitary District, a sanitary district formed under the laws of the State of California (**District**) and Psomas, a privately held C Corporation, licensed to do business in California, (**Consultant**) relating to construction management and professional services (**Services**).

Recitals

WHEREAS, District wishes to retain Consultant to provide construction management and professional services;

WHEREAS, Consultant was selected by means of District's consultant selection process, and represents that it possesses all necessary training, licenses and permits to perform the services required by District as set forth in this Agreement, and that its performance of such services will conform to the standard of practice consistent with a professional engineering and professional services firm having experience and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, the California Government Code permits the District's Board of Directors to enter into agreements for professional design services; and

WHEREAS, the services proposed in this Agreement are professional and temporary in nature.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

AGREEMENT

1. Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

Agreement	This Agreement consists of this Agreement, together with documents incorporated herein by reference, and all Task Orders issued pursuant to Paragraph 3.1 below.
Consultant	Psomas, a privately held C Corporation, licensed to do business in California, 1660 Olympic Boulevard, Suite 300, Walnut Creek, CA 94596, tel. (925) 766-1130, email chris.davenport@psomas.com.
District	Union Sanitary District
Project or Phase 1B Project	The District's Enhanced Treatment & Site Upgrade (ETSU) Program – Phase 1B Project.
Services	All work, labor, materials and services required under the terms and conditions of this Agreement and all Task Orders issued pursuant to the terms of this Agreement, including without limitation construction management, value engineering, and administrative services, for the Phase 1B Project.
Subconsultants	Consultant's subconsultants, contractors and subcontractors, of any tier.

2. Term of Agreement

- 2.1 This Agreement is for a period of approximately five years, beginning with the execution of the Agreement and concluding upon completion of the Services unless it is extended in accordance with paragraph 2.2 below.
- 2.2 This Agreement may be extended by mutual written agreement of the parties. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation.

3. Services Consultant Agrees to Perform

- 3.1 Specific Services and the associated scope of services, payment, schedule, and personnel will be defined in specific Task Orders as issued by District in consultation with Consultant. All Task Orders will by reference incorporate the terms and conditions of this Agreement, and become formal amendments hereto.
- 3.2 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, defined in Paragraph 3.3 below, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement.

- 3.3 For purposes of this Agreement, **Excusable Delays** shall mean and include only (i) delays caused by neglect by District or District's agents, contractors or consultants when acting at District's direction, breaches of this Agreement by District, Acts of God such as fire, flood, earthquake, or epidemic, delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant's reasonable control, and (ii) for which Consultant gives District written notice and requests a time extension within ten (10) days of the applicable circumstance. If the period of Excusable Delay occurs with a Consultant-caused or other nonexcusable delay, District may (but shall not be required to) grant a time extension without compensation.
- 3.4 Consultant may recover extra costs resulting from Excusable Delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to District satisfaction. (For example, and not by way of limitation, contract punchlist and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant's Services, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)
- 3.5 Time is of the essence in the performance of this Agreement.

4. Compensation

- 4.1 Compensation for services performed under this Agreement shall include:
- (a) Direct labor costs, multiplied by an agreed upon fixed factor (the **Multiplier**), which shall include compensation for all benefits, indirect costs, and profit.
- (i) Direct labor is defined as salaries and wages paid to personnel for time directly chargeable to the Project. Direct labor does not include the cost of Consultant'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. Direct labor also does not include indirect costs, which are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Consultant'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 shall the same labor costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.
- (ii) The Multiplier is a multiplicative factor which is applied to direct labor costs, and compensates Consultant for benefits and indirect costs (overhead) and profit.

(iii) 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."

- (b) Non-labor direct Project charge not included in the fixed factor and acceptable, without any markup.
 - (c) Subconsultant costs, with a maximum markup of 5%.
- 4.2 As an alternate to Paragraph 4.1 above, the District and the Consultant may mutually agree to utilize the fully-encumbered hourly rates and fees for Services performed by the Consultant. These hourly rates and fees shall be based on the Consultant's rate schedule published at the time this Agreement or Task Order is executed and shall be attached to each applicable Task Order.
- 4.3 Reimbursement for mileage shall not exceed the prevailing Internal Revenue Service's standard mileage rate.
- 4.4 District shall pay Consultant in accordance with each Task Order.
- 4.5 Consultant shall invoice District monthly in a form acceptable to District for the actual costs incurred for work performed during the previous month. All amounts paid by District to Consultant shall be subject to audit by District. Payment shall be made by District to Consultant at the address stated in this Agreement.
- 4.6 District will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). District will make payment for questioned amounts(s) upon District's receipt of any requested documentation verifying the claimed amount(s) and District's determination that the amount is due under the terms of this Agreement. District shall advise Consultant, in writing, within 15 calendar days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of District as set forth in each Task Order.
- 4.7 Any Professional Fee noted in a Task Order will not be changed except in the case of a written amendment to the Agreement which alters the Scope of Services, as set forth in each Task Order. District and Consultant 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. Consultant will not commence work on the altered Scope of Services until authorized by District.
- 4.8 Direct labor rates are subject to revision to coincide with Consultant's normal salary review schedule. Adjustments in direct labor rates shall not affect the firm ceiling without prior written authorization of the District.

4.9 District may set off against payments due Consultant under this Agreement any sums that District determines that Consultant owes to District because of its errors, omissions, breaches of this Agreement, delays or other acts that caused District monetary damages. Prior to exercising such right, District must demand and attend mediation pursuant to Paragraph 21.3 below of this Agreement, to be attended by District, Consultant, and any applicable insurance carriers; such mediation to occur within 30 calendar days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the District's demand, then the Alameda District Superior Court may upon application by any party make such selection for the parties. If a party other than District refuses to mediate under this paragraph, then District shall have satisfied its obligations hereunder.

5. **Maximum Costs**

- 5.1 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.
- 5.2 If the Maximum Fee Ceiling is reached, the Consultant 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.
- 5.3 The Consultant shall provide the District with a review of the budget amounts when 75 percent of the Cost Ceiling for any task has been expended. Consultant 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.
- 5.4 District's obligation hereunder shall not at any time exceed the amount approved by District's Board of Directors (**Board**) and approved by District for payment to the Consultant pursuant to the terms of this Agreement or Task Order.
- 5.5 Except as may be provided by applicable law governing emergency conditions, District has not authorized its directors, employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the District amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.
- 5.6 District shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, and office equipment and supplies agreed upon in the Agreement and unless approved by a written

amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

6.1 For purposes of this Agreement, except for notices specified under Paragraph 17 below, District and Consultant shall direct all communications to each other as follows:

District

Ric Pipkin, ETSU Program Manager

Consultant

Chris Davenport, Principal-in-Charge

6.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by Consultant.

6.3 Consultant agrees that key professional personnel assigned to the Project will be those listed in each Task Order, and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of each Task Order (**Key Personnel**). It is recognized that the Key Personnel may in the future cease to be employed by Consultant and because of the termination of such employment no longer able to provide Services. However, Consultant agrees that replacement of any of the Key Personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and pursuant to the process set forth in this Article 6. Consultant shall not remove, reassign or make changes to any of the Key Personnel or their assignment durations without District's prior written approval. Any costs associated with replacement of Key Personnel shall be borne exclusively by Consultant.

6.4 Added personnel (**Added Personnel**) shall be added to Consultant's staff as necessary, but subject to approval by District. Prior to adding personnel, Consultant will develop a Staffing Plan, subject to District approval. The Staffing Plan will identify staff by position, name, responsibility, rate, and planned level of effort, projected hours, and his or her planned periods of involvement with the Project.

6.5 Unless directed to reduce staff by District, in the event that any Key Personnel or Added Personnel, for any reason thereafter ceases to fill that position, within ten days thereof, Consultant shall propose a replacement person for District's approval pursuant to the following process:

- (a) Consultant shall prepare and submit to District for its review, comment and approval, a proposal listing all personnel that Consultant proposes to assign to the Project as replacement, and the proposed duration of each such assignment.

- (b) Within 15 days following Consultant's submittal of the proposal and resumes, District shall either give its written approval of such submission or provide comments. In the event District approval is withheld, Consultant, in response to such comments, shall promptly, but no later than five business days after receipt of District's comment, make all necessary and appropriate changes to the proposal (including changes in proposed staff) and resubmit it to District for its approval, and such process shall continue until District approves Consultant's proposed staffing. Such approvals shall not be unreasonably withheld.

- 6.6 For replacement of Key Personnel, Consultant shall be subject to liquidated damages as described below, and also may not receive reimbursement for substitute personnel in amounts greater than would have been paid for the initial Key Personnel. Consultant and District agree that the personal services of the Key Personnel is a material term of the Agreement, and substitution or removal or change in role or level of effort, of such Key Personnel would result in damages to the District, the measure of which would be impractical or extremely difficult to fix, and in lieu of which District and Consultant have agreed to liquidated damages as described below.
 - (a) District may assess and Consultant shall accept liquidated damages in the amount of three times the gross monthly salary for unauthorized substitutions of any Key Personnel.
 - (b) No liquidated damages shall be due under this paragraph if the substitution is required due to death, incapacity, or resignation of Key Personnel.
 - (c) District in its sole discretion, may elect to waive, reduce or delay implementation of liquidated damages.

- 6.7 District may, in its sole discretion, direct Consultant to add to or reduce Consultant's staff to meet changing Project requirements. Consultant's compensation shall be equitably adjusted based upon addition or reduction of Consultant staff.

- 6.8 Consultant shall remove any person employed by Consultant or any Subconsultant whom District may deem incompetent, improper or a hindrance to the progress of any Services on the Project, and in the event of any such removal, Consultant shall immediately replace (or cause to be replaced) such person with a properly qualified and experienced replacement and, in the case of removal of any person holding any position described in the Staffing Plan, Consultant shall propose properly experienced and qualified replacement personnel for District approval, pursuant to the same process as is described herein.

- 6.9 Consultant agrees that should any personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge District for the cost of training or "bringing up to speed" replacement personnel. District may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

7. Representations

- 7.1 Consultant represents that it is qualified to perform the Services and it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.
- 7.2 Consultant represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
- 7.3 The granting of any progress payment by District, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of District or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of Consultant for unsatisfactory Services, including without limitation cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Indemnification and General Liability

- 8.1 To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless District, its officers, directors, officials, agents employees, and volunteers (collectively **Indemnitees**) from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively **Liabilities**). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.
- 8.2 Consultant shall defend, indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or

persons in consequence of the use by District, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

9. Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement and any Task Order.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.
- 9.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and shall exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District or Consultant may have under this Agreement or any applicable law. All rights and remedies of District or Consultant, whether under this Agreement or other applicable law, shall be cumulative.

10. Independent Contractor; Payment of Taxes and Other Expenses

- 10.1 Consultant is customarily engaged in construction management services and District typically hires consultants to perform such services, as work of this nature is outside of District's usual course of business. Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant perform the Services required by the terms of this Agreement. Consultant shall be fully liable for the acts and omissions of it its Subconsultants, employees and agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between District and Consultant. Consultant acknowledge that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be District employees, and shall not be entitled to receive any benefits conferred on District employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax

withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.

- 10.4 Consultant shall make its designated representative available as much as reasonably possible to District staff during the District's normal working hours or as otherwise requested by District. Terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.

11. Insurance

- 11.1 Consultant, in order to protect District and its directors, officials, agents, officers, and employees against any and all claims and liability for death, injury, loss and damage which may arise from or in connection with the performance of the obligations hereunder by Consultant, its agents, representatives and employees, shall secure and maintain insurance as described below.
- 11.2 Prior to execution of this Agreement, Consultant shall furnish to District original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting required coverage) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements, and shall demonstrate satisfactory proof that it maintains the insurance required by this Agreement. Failure to obtain the required documents prior to execution of this Agreement shall not waive Consultant's obligation to provide them. District reserves the right to require complete, certified copies of all required insurance policies, including endorsement, at any time. Consultant shall maintain all required insurance throughout the term of this Agreement and as otherwise provided herein. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company(s) to the coverage, limits and termination provisions shown thereon. Consultant shall promptly deliver to District a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to District prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or District as an additional insured.
- 11.3 Consultant shall provide coverage at least as broad as set forth below. If the Consultant maintains broader coverage and/or higher limits than set forth below, District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

- (a) Commercial General Liability Insurance. Commercial General Liability Insurance Form CG 00 01 covering CGL on an “occurrence” basis, including, without limitation, contractual liability insurance (specifically concerning the indemnity provisions of this Agreement with the District), products and completed operations, personal and advertising injury (including bodily injury and death), and property damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
- (b) Automobile Liability Insurance. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence for bodily injury and property damage.
- (c) Workers' Compensation Insurance. Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) per accident for bodily injury or disease.
- (d) Professional Liability Insurance. Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than \$5,000,000 per occurrence and \$5,000,000 aggregate.

11.4 Consultant shall comply with the following insurance requirements:

- (a) Notice of Cancellation. The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten days written

notice by Consultant in the case of non-payment of premiums, or 30 days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- (b) Claims Made Policies. If any of the insurance coverages required under this Agreement is written on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services. Consultant must maintain the insurance and evidence of insurance must be provided for at least five years following the completion of the Services under the Agreement. If coverage is cancelled or non-renewed and not replaced with another claims-make policy form with a retroactive date prior to the effective date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five years after completion of Services under the Agreement.
- (c) Self-Insured Retentions. Any self-insured retentions must be declared on the Certificate of insurance or other documentation provided to District and must be approved by the District. District may require Consultant to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insurer or District.
- (d) Additional Insured Status. On Consultant's Commercial General Liability and Automobile policies, the Union Sanitary District, its officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 04 13 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.
- (e) Acceptability of Insurers. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A:VII. Any exception to these requirements must be approved by the District Risk Manager.
- (f) Primary Coverage. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the District at least as broad as ISO CG 20 01 04 13 with respect to District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and not contribute with it.

- (g) Waiver of Subrogation. Consultant grants to District a waiver of any right of subrogation which any insurer of Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, however, this paragraph applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
- (h) Maintenance of Insurance. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, District shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by District for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse District for the premiums and any associated costs, Consultant agrees to reimburse District for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by District to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.
- (i) Subconsultants. Consultant shall require and verify that all Subconsultants maintain insurance meeting the requirements of this Agreement and Consultant shall ensure that District is an additional insured on insurance required from subcontractors.

11.5 District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11.6 District may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program (**OCIP**), in which case Consultant and its Subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its Subconsultants under Subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its Subconsultants by virtue of the District's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and Subconsultants policies. Consultant and its Subconsultants shall afford District access to their books and records and cooperate with District in verifying the amount of savings realized.

12. Suspension of Services

12.1 District may, without cause, order Consultant to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as District may determine in its sole discretion. District shall deliver to Consultant written notice of the extent of the suspension at least seven calendar days before the commencement thereof.

Suspension shall be treated as an Excusable Delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.

- 12.2 Notwithstanding anything to the contrary contained in this Paragraph 12, no compensation shall be paid to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

13. Termination of Agreement for Cause

- 13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or that District has provided written notice of observed deficiencies in Consultant's performance, District may request from Consultant prompt written assurances of performance and a written plan, acceptable to District, to correct the observed deficiencies in Consultant's performance (**Cure Plan**). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. Consultant shall provide such written assurances and Cure Plan within ten calendar days of the date of notice of written request. Consultant acknowledges and agrees that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

- 13.2 Consultant shall be in default of this Agreement and District may, in addition to any other legal or equitable remedies available to District, terminate Consultant's right to proceed under the Agreement, in whole or in part, for cause:

(a) Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or

(b) Should Consultant commit a material breach of this Agreement and not cure such breach within ten calendar days of the date of notice from District to Consultant demanding such cure; or, if such failure is curable but not curable within such ten day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of ten calendar days, Consultant must provide District within the ten calendar day period a written Cure Plan acceptable to District to cure the breach, and then

Consultant must diligently commence and continue such cure according to the written Cure Plan); or

- (c) Should Consultant violate or knowingly allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten calendar days of the date of the notice from District to Consultant demanding such cure; or, if such failure is curable but not curable within such ten calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of ten calendar days, Consultant must provide District within the ten calendar day period a written Cure Plan acceptable to District to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan.)

13.3 In the event of termination by District as provided herein for cause:

- (a) District shall compensate Consultant for the value of the Services delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and backcharges, but District shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties.
- (b) Consultant shall deliver to District possession of all tangible aspects of the Services in their then condition including, without limitation, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
- (c) Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that District may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with the Agreement, including without limitation District's costs incurred in connection with finding a replacement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Paragraph 14 below, and Consultant shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance.

No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

14. Termination of Agreement for Convenience

14.1 District may terminate performance of the Services under the Agreement in accordance with this Paragraph 14 in whole, or from time to time in part, whenever District shall determine that termination is in the District's best interests. Termination shall be effected by District delivering to Consultant, at least seven calendar days prior to the effective date of the termination, a Notice of Termination (**Notice of Termination**) specifying the extent to which performance of the Services under the Agreement is terminated.

14.2 After receipt of a Notice of Termination, and except as otherwise directed by District, Consultant shall:

- (a) Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
- (d) Assign to District in the manner, at times, and to the extent directed by District, all right, title, and interest of Consultant under orders and subcontracts so terminated. District shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to the extent District may require. District's approval or ratification shall be final for purposes of this clause;
- (f) Transfer title and possession of Consultant's and its Subconsultants' work product to District, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by District, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination; District acknowledges that said documents were prepared for the purpose of the Project.
- (g) Complete performance of any part of the Services that were not terminated by the Notice of Termination; and

- (h) Take such action as may be necessary, or as District may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which District has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Consultant shall submit to District a termination claim, in the form and with the certification District prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by District upon Consultant's written request made within such three month period or authorized extension. However, if District determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three month period or extension. If Consultant fail to submit the termination claim within the time allowed, District may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. District shall then pay to Consultant the amount so determined.
- 14.4 Subject to provisions of Paragraph 14.3 above, Consultant and District may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.
- 14.5 If Consultant and District fail, under Paragraph 14.4 above, to agree on the whole amount to be paid to Consultant because of termination of Services under this Paragraph 14.5, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:
- (a) Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under the applicable Task Order. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10% of Consultant's total costs of performing the Services.
 - (b) When, in District's opinion, the cost of any Services item is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Consultant's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of this Agreement, and any excessive actual cost shall be disallowed.

- (c) Reasonable cost to Consultant of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.
 - (d) Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Paragraph 14.5 above.
- 14.6 This Paragraph shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Paragraph 14.2 above or costs authorized by District to settle claims from Subconsultants.
- 14.7 In arriving at amounts due Consultant under this Paragraph 14, there shall be deducted:
- (a) All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
 - (b) Any substantiated claim that District may have against Consultant in connection with this Agreement, and
 - (c) The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Paragraph 14, and not otherwise recovered by or credited to District.
- 14.8 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with District a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. District may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of District and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit District's rights and remedies pursuant to this Agreement or at law.
- 15. Conflicts of Interest/Other Agreements**
- 15.1 Consultant represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.
- 15.2 Consultant represents that it has completely disclosed to District all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of District, or other officer, agent or employee of District or any department presently has,

or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by District for cause. Consultant shall comply with the District's conflict of interest codes and their reporting requirements.

- 15.3 Consultant covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing District Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity that has any interest adverse or potentially adverse to the District, as determined in District's reasonable judgment.

16. Proprietary or Confidential Information of District; Ownership of Results; Publicity

- 16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all private, confidential, or proprietary information disclosed by District to or discovered by Consultant in the performance of the Services shall be held in strict confidence and used only in performance of this Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent professional would use to protect its own proprietary data, and shall not accept employment adverse to District's interests where such confidential information could be used adversely to District's interests. Consultant shall notify District immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with the Services pursuant to this Agreement.
- 16.2 Any interest (including copyright interests) of Consultant or its Subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. As respects Consultants' standard details and proprietary design instruments of service (not specific to this Agreement), however, Consultant shall have only a non-exclusive but otherwise unrestricted license to use the materials prepared in connection with this Agreement.
- 16.3 Any publicity or press releases with respect to the Project or Services shall be under District's sole discretion and control. Consultant shall not discuss the Services, the

Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without District's prior written consent. Consultant shall have the right, however, without District's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

16.4 The provisions of this Paragraph 16 shall remain fully effective indefinitely after termination of Services to the District hereunder.

17. Notices to the Parties

17.1 All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.

17.2 Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- (c) When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
- (d) Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Paragraph 17.

17.3 Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service,

17.4 Addresses for the purpose of giving notice are set forth in Paragraph 6.1 above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Paragraph 17.

18. Record Keeping and Audit Requirements

18.1 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period of

at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Consultant's personnel costs, other costs, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising District and allowing District to accept and store the records.

- 18.2 Consultant shall maintain adequate books, records, documents, and other evidence pertinent to Services under this Agreement or in connection with the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. Consultant shall make all such items to District, its designee or their designated representatives, during the course of performance of Services under this Agreement for a period of three years after the later of completion of all Services and final completion of the Project, and provide suitable facilities for access, monitoring, inspection, and copying thereof, and staff to answer questions and respond to inquiries. Further, Consultant agrees to include similar Subconsultant obligations and District (and its designees) rights in all Subconsultant agreements relating to the Services or Project.

19. Subcontracting/Assignment/District Employees

- 19.1 Consultant and District agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by District in a written instrument executed and approved by the District in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph 19.1 shall confer no rights on any party and shall be null and void.
- 19.2 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by District or any department thereof at any time that this Agreement is in effect, and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of District.

20. Other Obligations

- 20.1 Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, District ordinances, rules and regulations) regarding non-discrimination, equal

employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

- 20.2 Consultant acknowledges that, pursuant to the Americans with Disabilities Act (**ADA**), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agree not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement. Consultant shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- 20.3 If required by District, the Consultant shall obtain written approval from the District representative prior to accessing District internal systems through real-time computer connections. Upon approval, the Consultant 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 Consultant shall: (a) run 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 computers; and (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 Consultant's connected systems without prior notice. The District also reserves the right to terminate network connections immediately with all Consultant's systems not meeting the above requirements.
- 20.4 Consultant, 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: (a) for California residents: Criminal Records (County and State Criminal Felony and Misdemeanor; and (b) for 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 Consultant 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 Consultant to comply with the terms of this paragraph may result in the termination of the Agreement with the District.

21. Disputes

- 21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's ETSU Program Manager and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party, and a meeting between the ETSU Program Manager and Consultant principal shall then take place within five calendar days of the date of the request.
- 21.2 Provided that District continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute. Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, without limitation, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, District may terminate this Agreement for cause as provided herein.
- 21.3 In the event of claims exceeding \$50,000, as a precondition to commencing litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS, in Oakland, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda District Superior Court from an approved list of JAMS qualified construction mediators. The parties may initially agree to engage in discovery prior to mediation. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

22. Agreement Made in California; Venue

- 22.1 This Agreement shall be deemed to have been executed in the City of Union City, County of Alameda. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, including its statutes of limitation, excluding its conflict of laws rules. The exclusive venue for all disputes or litigation arising out of this Agreement shall be in the Superior Court of the District of Alameda unless the parties agree otherwise in a written amendment to this Agreement.
- 22.2 The parties shall execute two copies of this Agreement, each of which shall be deemed originals.

23. Compliance with Laws; Standard of Care

- 23.1 Consultant shall comply with all applicable, laws, rules, orders and regulations (collectively, **Laws**) in the performance of the Services, including without limitation all executive and county orders and District policies and regulations regarding COVID-19, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.
- 23.2 Consultant shall perform all Services with the care and skill, ordinarily exercised in like cases by reputable members of their professions practicing under similar circumstances (**Standard of Care**).
- 23.3 Consultant represent that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable Laws and be consistent with the Standard of Care.

24. Miscellaneous

- 24.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.
- 24.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by District of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Paragraph 24.2 shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.
- 24.3 Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.

- 24.4 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- 24.5 Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.
- 24.6 Consultant acknowledges that Consultant and all Subconsultants are aware of and understand the Immigration Reform and Control Act (**IRCA**). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the District, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any Subconsultant hired by Consultant, are not authorized to work in the United States for Consultant or its Subconsultant and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's Subconsultant(s).

25. Entire Agreement; Modifications

- 25.1 This Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 25.2 To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control.
- 25.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of District, Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.

- 25.4 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 25.5 Consultant and its Subconsultants shall, upon request by District, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 25.6 Changes in the Services made pursuant to this Paragraph 25 and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 25.7 Whenever the words "**as directed**", "**as required**", "**as permitted**", or words of like effect are used, it shall be understood as the direction, requirement, or permission of District. The words "**approval**", "**acceptable**", "**satisfactory**", or words of like import, shall mean approved by, or acceptable to, or satisfactory to District, unless otherwise indicated by the context.

[SIGNATURE LINES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

District

UNION SANITARY DISTRICT

By: _____

Name Paul R. Eldredge, P.E.

Its: General Manager/District Engineer

Consultant

PSOMAS, a privately held C Corporation

By: _____

Name Chris Davenport, P.E.

Its: Principal/Vice President

By: _____

Name Mike Redig, P.E.

Its: Principal/Vice President

ENHANCED TREATMENT & SITE UPGRADE – PHASE 1B PROJECT

TASK ORDER NO. 1

TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

PSOMAS

FOR

PROFESSIONAL SERVICES

Dated October ____, 2023

1. PURPOSE

The District completed the Enhanced Treatment & Site Upgrade (ETSU) Program Report for the Alvarado WWTP in August 2019. The objective of this Program Report was to assess the District’s near- and long-term projects and recommend the sequence of design and construction implementation based on capacity constraints as well as future regulatory changes. The ETSU Program report also included determining priorities and schedules of improvements, evaluating existing and future space and capacity needs, assessing potential effluent management options, and summarizing what is intended to be a road map for the Alvarado WWTP for the next 20 to 40 years.

The District expects the Sub-Projects identified in the ETSU Program to address both immediate drivers (poor sludge settleability, capacity, effluent disposal, and aging infrastructure), while preparing for potential future nutrient regulations such as Bay Area Clean Water Association (BACWA) Level 2 standards. The Sub-Projects which the District expects to include in Phase 1 are summarized in the table below.

Phase 1A	Aeration Basin Modifications	Retrofit existing Aeration Basins 1 through 7 to initially operate with an anaerobic selector to improve settling and then transition to a biological nutrient removal (BNR) process to remove nutrients at the conclusion of Phase 1. Sub-Project includes constructing deoxygenation, anoxic and flexible aeration zones; internal recycle pumps; and modifications to facilitate step feed operation and surface wasting. Sub-project also includes the construction of a new Aeration Basin 8 and the rehabilitation of existing Lift Station No. 2.
Phase 1A	Campus Building (Admin, FMC, Ops.)	Construct new Campus Building, including associated site, landscaping and utility improvements, parking areas and driveways.
Phase 1B	Secondary Clarifiers	Construct four new 160-foot diameter secondary clarifiers. Sub-Project includes the construction of mixed liquor control box, centralized RAS pump station, relocation of the existing effluent force main, and the demolition of existing administration and control buildings.
Phase 1B	Effluent Facilities	Construct new Effluent Facilities. Sub-Project includes the construction of chlorination/ dechlorination contact basins, effluent pump station, Old Alameda Creek pump station, reclaimed water pump station, elutriation water pump station, and electrical distribution building.
Phase 1C	Plant Equalization Storage	Retrofit existing Secondary Clarifiers 1 through 4 to operate as primary effluent equalization basins.

The District is currently contracted with Hazen and Sawyer (design engineer) to provide the final design services for Phase 1 (Phases 1A, 1B, and 1C) of the ETSU Program. The District has completed the 30% Design for all of Phase 1, Phase 1A is in construction, and the detailed designs for Phase 1B projects are currently underway. The 95% design submittal for the Phase 1B project is anticipated to be completed in October 2023 with the final design submittal to be completed in March 2024.

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the ETSU Program Manager, Ric Pipkin.

3. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the cost and schedule data presented in Exhibits A and B, respectively.

TASK 1 – PRECONSTRUCTION SERVICES

1. Constructability Reviews: The Psomas Team will provide Constructability Reviews (CR) on the Design Submittals. CRs will be performed on Plans and Specifications for the 95% and 100% Design Submittals.

a. Meetings:

1. Design submittal meeting: Psomas team will attend the kickoff meeting that is led by the Designer. The Designer will present the Project and summarize the design intent and critical areas that should be focused on during the review.
2. Other: Consultant's preconstruction team will organize and facilitate additional review meetings with the District and Designer and compile all findings and final comments into technical memoranda.

b. The 95% Constructability Review (Review) will focus on conflicts, omissions, and ambiguities within the plans and specifications; completeness of the bidding documents, coordination between the design disciplines; constructability of the project's facilities; sequence, constraints, and schedule; and potential claim areas based on our experience with this type of work. Written review comments will be provided on an electronic form to the District and Designer. Written response to comments should be provided by Designers.

The 95% Review will not include a comprehensive review of all technical specifications or plans but will concentrate on the areas where our experience has shown the greatest potential for value is generally found. The Review will not include a review for building code compliance, design peer review, or plan check. We do not guarantee that all deficiencies in the bidding documents will be identified. The main purpose of the Review is to mitigate potential costly

problems and changes during construction. Elimination of changes, design errors or omissions, and conflicts in the design are never completely achieved. Review will include detailed review of the District's Front-End Specifications (Sections 00000-01999).

- c. The 100% Review will focus on verification and backcheck of the 95% comments and additional review of updated drawings and specifications.
2. Prebid Meeting; District/Designer will lead the meeting. Psomas will assist as requested during the meeting and take lead in preparing the Record of Discussions to be issued as a Bid Addendum. Additionally, pre-bid site visits will be facilitated as needed.
3. Addenda: Designers are responsible for reviewing Bidders' questions and preparing addenda. Psomas will assist with review of addenda, prior to issuance, as requested by the District.
4. Bid Review; Psomas will assist the District with evaluating the contractors' bid proposals to confirm submission is responsive and responsible. If requested by the District, Psomas will make a formal recommendation regarding award of the Contract. Psomas will assist District with examination, organization, and inventory the escrow bid documents of the two lowest bidders, if applicable.

TASKS 2 – CONSTRUCTION MANAGEMENT SERVICES

1. Preconstruction Conference (Meeting)
 - a. Psomas will prepare the agenda, lead the meeting, draft, and distribute the Records of Discussion. The District, Designer and Contractor team will attend the meeting.
 - b. As an extension of the meeting Psomas will facilitate a Team Building discussion to include 'rocks in the road' (project challenges) and development of a Dispute Resolution Matrix.
2. Preconstruction Walk/Photos/Video
 - a. Psomas will conduct preconstruction inspections documenting conditions using digital photographs and video.
3. Administration and Office Set-Up
 - a. Psomas will setup the files for the project prior to commencement of construction and coordinate with the District and Contractor for office trailer set-up.

- b. Contractor will provide office trailer, furniture, copier, internet service, etc. Psomas will coordinate the requirements in the construction contract documents.
4. Construction Administration
- a. Project Coordination: Psomas will act as the project coordinator and be the Contractor's main point of contact.
 - b. Document Tracking System: Psomas will use and maintain the Districts online system for tracking all correspondence and documents on the Project.
 - c. Construction Administration Services: Psomas will receive all correspondence from the Contractor and address all construction related correspondence and inquiries from the contractor. Designer will be responsible for providing any design input.
5. Meetings
- a. Psomas will prepare the agenda for progress meetings and other construction meetings required during the Project. Progress meetings will generally be held weekly. Other construction meetings will be scheduled as needed which may include submittal reviews, critical activity coordination, schedule reviews, SCADA planning/coordination, change orders and startup and testing.
 - b. Psomas will facilitate and prepare records of discussions for the progress meetings and other construction related meetings.
6. Outside Agency Coordination: District/Contractor will obtain necessary permits. Psomas will coordinate with outside agencies and review Contractor's compliance with permit requirements.
7. Submittals
- a. Psomas will process all submittals.
 - b. Psomas will receive contractor submittals and check for general conformity with the Contract requirements. Submittals that don't conform shall be returned to the Contractor for correction, those that do conform shall be forwarded to Designer/District for review and comment.
 - c. Psomas will return the reviewed submittal back to the Contractor.
 - d. Psomas will review Designer comments to determine if additional follow-up with the District and/or contractor is warranted to identify any scope changes.
8. Clarification Process

- a. Psomas will receive all requests for information (RFIs) from the Contractor and determine if the request is a valid RFI; if not, Psomas will return the RFI to the Contractor.
 - b. Psomas will provide a response to any administrative and/or general RFIs. Psomas will route all design related RFIs to Designer (and cc the District) for review and response.
 - c. Psomas will review Designer's response to confirm it answers the question and doesn't constitute a material change before transmitting back to the Contractor.
 - d. Psomas may generate its own questions that will be transmitted to the Designer via a CM-RFI.
 - e. If a detail, specification, or plan sheet needs amending, Designer will be responsible for preparing the Design Clarification. Non-substantive items shall be transmitted back to the Contractor. Items that Psomas believes constitute a change shall be transmitted to the Contractor along with a Request for Quote (RFQ).
9. Change Order Preparation, Negotiation & Processing
- a. Designer will prepare design details for change requests and submit any material changes to the Authority Having Jurisdiction for approval. Psomas will prepare and issue the change request to the Contractor with the appropriate supporting design documents.
 - b. Psomas will prepare an independent cost estimate and/or review the acceptability of the Contractor's cost proposal for each change request.
 - c. In the event the Contractor encounters a time sensitive problem, Psomas will issue a field order. All work done under a field order will be completed on a time and material basis. Psomas will advise the District of the issuance of the field order, and the District will review and authorize Psomas to execute the Field Order.
 - d. District/Psomas will negotiate change orders with the Contractor. Upon agreement, Psomas will prepare change orders for execution by the District and Contractor.
 - e. Psomas will implement and maintain a system for logging and tracking changes.
10. Progress Payment
- a. Psomas will review and approve the initial cost breakdown (Schedule of Values) prepared by the Contractor.
 - b. Psomas will review and process the Contractor's monthly progress payment requests.

- c. Psomas will prepare a summary cover sheet for the progress payments which will be executed by Psomas, the Contractor and the District.

11. Scheduling

- a. Psomas will review the Contractor's initial Baseline schedule submittal to determine it conforms with the Contract Documents including incorporation of interim milestones, specified sequence and constraints, shows completion by contract Substantial Completion date, and contains no major conflicts. Psomas will provide review comments.
- b. Psomas will review the schedule updates and provide written comments as necessary.
- c. Psomas will review, evaluate, and make written recommendations to the District of any Contractor requested Contract Time extensions.

12. Reporting to Staff/District Board: Psomas will prepare weekly and monthly reports as required by the District. All Project documentation, including submittals, daily reports, weekly statements of working days, RFIs field orders, budget, schedule, change order status, representative construction photos and other pertinent information requested by District will be included. Psomas when requested by the District, will attend Board meetings to assist District staff.

13. Field Quality Control

- a. Psomas will provide full-time field inspection/observation services to monitor compliance with the contract documents and will prepare daily reports documenting observed field activities, field crews, contractor equipment, and field problems. District to have access to daily reports.
- b. No allowance is included in the budget for extended overtime inspection
- c. Psomas will upload photographs of the work that will be attached to Daily Reports and separately upload to a Project Photo library.
- d. Psomas will monitor the Contractor's record documents monthly to confirm they are being maintained as required by the contract.
- e. Special Inspections: It is expected that the Contractor will be required to contract with specialty firms to furnish the materials testing and special inspections. Psomas has included an allowance for materials testing and special inspections that will be provided when requested by District.
- f. Psomas will not schedule and coordinate material testing and specialty inspection services contracted by the Contractor.
- g. Psomas will retain a subconsultant for technical support, assistance and periodic observation of the installation and testing of the critical components of the electrical and instrumentation portions of the Work.

- h. No provision has been included in the scope of work or budget for observation, testing and handling of hazardous material.
14. System Outages and Shutdowns
- a. Psomas will facilitate/coordinate system outages, shutdowns and tie-ins that are requested by the Contractor and executed/supported by the District.
 - b. Psomas will review the Contractor’s SOSR before forwarding to the District for approval. Psomas will assist with the coordination/communication between the Contractor and District’s field forces to successfully implement a system outage.
15. Means and Methods of Construction: Psomas will not have responsibility for directing the means and methods of construction. The contractor shall be solely responsible for the means and methods of construction.
16. Safety
- a. Psomas will comply with appropriate regulatory, project and District regulations regarding necessary safety equipment and procedures used during performance of Psomas’s work and shall take necessary precautions for safe operation of Psomas’s work, and the protection of Psomas’s personnel from injury and damage from such work.
 - b. Neither the professional activities of Psomas, nor the presence of Psomas’s employees or sub-consultants at the construction/project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, District regulations, and any health or safety precautions required by any regulatory agencies. Psomas and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions.
 - c. Psomas staff will adhere to current Alameda County Health Department and District mandated COVID-19 Safety Protocols.
17. Spare Parts: Psomas will prepare a list of required spare parts and attic stock materials from the specifications. Psomas will work with the Contractor to inventory and transfer spare parts and materials to the District.
18. Operation and Maintenance (O&M) Manuals: Psomas will prepare a list of anticipated O&M Manuals and track the submittal and review process like “Submittals” above and transfer final copies to the District.

19. Asset Management: Provide asset management services for the Phase 1B Project. At a minimum, this shall include the following:
 - a. Prior to construction, develop a detailed equipment list of all equipment/instruments that are anticipated to be added, removed, or replaced during the project. This list shall include a description, specified make/model/size, and general location.
 - b. During construction, the equipment list shall be maintained and updated to include any deviations resulting from the contractor's submittals and asset identification numbers provided by the District. This list shall also indicate whether the added or replaced equipment/instrument requires training of District staff, that appropriate O&M documentation has been received/approved, and approximate dates for startup/commissioning. Monthly equipment list updates shall be provided to the District's program management staff.
 - c. Post construction, the equipment list shall be updated to include an approximate value for each piece of equipment and an as-built list shall be provided to the District's program management staff.

20. Develop Lock-Out-Tag-Out (LOTO) Standard Operating Procedures (SOPs) for the new and modified equipment included in Phase 1B project.
 - a. The District will provide the template and the software and/or computer necessary to develop the SOPs in the special format requested by the District.
 - b. Psomas' development and work product shall be considered DRAFT and it is the responsibility of the District to review, determine the accuracy of, and incorporate into their operations.

21. Provide Clean Water State Revolving Fund (CWSRF) and Water Infrastructure Finance and Innovation Act (WIFIA) Support Services.
 - a. Retain a labor compliance consultant to manage and process weekly certified payrolls records to ensure compliance with all Davis Bacon and Related Acts (DBRA) prevailing wage requirements.
 - b. Manage and document project compliance with the Environmental Protection Agency's (EPA's) American Iron and Steel (AIS) requirements. Determine which products are covered under the AIS requirements and confirm the submittal and receipt of any required certifications.
 - c. Provide semi-annual Disadvantaged Business Enterprise (DBE) reports. These reports shall contain a list of all DBE contractors being employed on the project and any payments made to these DBE contractors over the reporting period.
 - d. Provide quarterly and annual status reports. At a minimum, these reports shall contain the following information:

1. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoice, and percent schedule elapsed.
2. A description of compliance with environmental requirements.
3. A listing of change orders including amount, description of work, and change in contract amount and schedule.
4. Any problems encountered, proposed resolutions, schedule for resolution, and status of previous problem resolutions.

22. Testing and Training

- a. The Scope and Budget do not include Psomas's participation in factory witness testing.
- b. Psomas will facilitate the development of the Startup Plan with the Contractor, Designer, and the District.
- c. Psomas will provide oversight, coordination, and administration of training and testing. Designer will provide design assistance during testing operations.
- d. Psomas will observe start-up and testing as the District's representative and maintain copies of start-up documentation in an organized binder that will be turned over at the end of the project.
- e. Psomas will attend training sessions and collect attendance sheets and copies of training material.

23. Corrective Work Item List

- a. Psomas will maintain a Corrective Work Item list throughout the project for all noted non-conforming items that will be transmitted to the Contractor regularly. Items will be removed from the list after Psomas has confirmed they have been completed.
- b. Upon declaration of Substantial Completion, all uncompleted Corrective Work Items shall be moved to the punch list.

24. Substantial Completion

- a. When the contractor has met the contract requirements for Substantial Completion, Psomas shall prepare a Certificate for execution by the District and the Contractor. The Substantial Completion Certificate will include the Punchlist as an attachment.
- b. Punchlist: Psomas, with input from Designer and District, will prepare the list of outstanding deficiencies and issue them as a punchlist(s).
- c. Final Inspection and Payment
 1. Psomas will have primary responsibility for conducting the final inspection and review the punchlist work for completeness.

2. The District shall make the final determination of the acceptability of the Work.

25. Project Closeout

- a. Psomas will prepare necessary District documentation recommending acceptance of the completed work by the Board/Council or duly designated representative.
- b. Psomas will turnover project documentation to the District after completion of the project.
- c. Psomas shall have full and complete access available to all files created by Psomas during the Project for up to ten (10) years after the completion of the Project. Such access shall include the right to copy any and/or all such files at Psomas's expense.

26. Warranty Coordination

- a. Coordination of warranty work after the Contract Period is not included in this Scope of Work or budget.

27. Dispute Resolution

- a. Dispute resolution requiring extraordinary efforts or services beyond those listed above are not included in this Scope of Work.

TASK 3 – PROGRAM SUPPORT SERVICES

1. Update the overall Program Master Schedule for ETSU through Phase 1B construction and Phase 1C planning and design. Develop a logical sequence of construction bid packages. Identify key milestones and durations to meet operational, regulatory, and outside agency requirements.
2. Review and advise District on all schedules submitted by designers and contractors. Reflect these schedules in the Master Schedule and provide monthly updates for the entire Program based on actual progress.
3. Update and maintain the Phase 1A overall Program Budget and cash flow projection of financial needs for ETSU through Phase 1B construction and Phase 1C planning and design. The Program Budget will track all encumbered, spent and forecast costs.
4. Provide cost estimating and budget preparation guidelines, cost tracking, and reporting guidelines.

5. Implement a standard procedure and format for cost estimating so design and construction contingencies, escalation factors, mark-ups, fees, and allowances are applied consistently and appropriately.
6. Assist the District with preparing presentation materials and reports for Board updates.
7. Update the Phase 1A Administration Plan that includes the process the team will utilize to manage the construction of the Phased 1B Project which will include a staffing/resource plan, review/development of standardized construction forms, and strategy for accomplishing the work.

Assumptions

- District will provide Consultant all necessary documents and information to support development of Schedules and Budgets. This includes prior schedules, budgets, PDRs, permits and permit applications, funding applications and agreements, other agency agreements and requirements, etc.
- On-site office facilities and furnishings will be provided by Phase 1B contractor through Close Out.
- Consultant includes all electronic devices (computers, tablets, and mobile phones) and software in billing rates.
- Prevailing Wage Inspector rates are based on 3% annual adjustment; these rates may require further adjustment to conform with Department of Industrial Relations actual Prevailing Wages. All other billing rates are based on an annual average of 3%, effective January 1.
- Extraordinary expenses, such as travel outside of the Bay Area, outside reproduction, delivery services, etc. are invoiced at cost.
- Use of 4-D modeling is not included in the scope of work.

4. PAYMENT TO THE CONSULTANT

Payment to the Consultant shall be as called for in Article 4 and 5 of the Professional Services Agreement. The not-to-exceed amount for Task Order No. 1 shall be \$12,263,927. A summary of the anticipated distribution of costs and manpower between tasks is shown in Exhibit A.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 – Construction Management Services	\$12,263,927	Yes	Paul Eldredge
Total	\$12,263,927		

5. TIME OF COMPLETION

All work defined in this task order shall be subject to the conditions of Article 2 of the Professional Services Agreement. A summary of the anticipated schedule of work is shown in Exhibit A. The major milestone dates assumed for Phase 1B Project are as follows:

Description	Phase 1B
95% Design Documents	October 31, 2023
100% Design Documents	March 31, 2024
Construction NTP	July 2024
Construction Duration	48 months
Close Out Duration	6 months

6. KEY PERSONNEL

Key Personnel assigned to this Task Order No. 1 are as follows:

<u>Role</u>	<u>Key Person to be Assigned</u>
Principal-in-Charge	Chris Davenport
Project Manager	Mike Redig
Construction Manager	Lance Chamberlin

Key Personnel shall not be changed except in accordance with Article 6 of the Professional Services Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of October _____, 2023 and therewith incorporate it as part of the Agreement.

DISTRICT

CONSULTANT

UNION SANITARY DISTRICT

PSOMAS

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

By: _____
Christopher Davenport, P.E.
Principal/Vice President

Date: _____

Date: _____

By: _____
Mike Redig, P.E.
Principal/Vice President

Date: _____

Exhibit A - Cost Breakdown

P S O M A S	2023 Rate	95% Phase 1B Review			2024 Rate	100% Phase 1B Review & Design Phase Support					PHASE 1B CONSTRUCTION PERIOD						2025 Rate				
		Nov-23	Dec-23	Jan-24		Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24		Jan-25	Feb-25	Mar-25	Apr-25
		Task 1 - Preconstruction Services		328		328	32		264	264	224	184	80								
PIC - Chris Davenport	\$ 249	60	60	8	\$ 256	48	48	48	48	16											
PM - Mike Redig	\$ 228	24	24	8	\$ 235	16	16	8	8	16											
Reviewer - Gary Skrel	\$ 260	60	60	8	\$ 268	48	48	48	48	48											
CM - Lance Chamberlin	\$ 195	40	40	0	\$ 205	24	24	0	0	0											
General/Discipline Reviewers	\$ 200	40	40	0	\$ 200	40	40	40	40	0											
Process Specialist - Levi Fuller	\$ 200	40	40	8	\$ 200	40	40	40	40	0											
Subconsultants																					
Beecher Engineering - Electrical Review	\$ 210	40	40	0	\$ 220	40	40	40	0	0											
DCM - Geotechnical Review	\$ 220	24	24	0	\$ 240	8	8	0	0	0											
Vanir - Schedule Review/Input (included in PM effort)	\$ 210	0	0	0	\$ 215	0	0	0	0	0											
Task 2 - Construction Phase Services											384	704	704	704	704	704		624	704	704	704
PIC - Chris Davenport	\$ 249				\$ 256						24	24	24	24	24	24	\$ 264	24	24	24	24
PM - Mike Redig	\$ 228				\$ 235						40	40	40	40	40	40	\$ 242	40	40	40	40
CM Lance Chamberlin	\$ 195				\$ 205						80	160	160	160	160	160	\$ 215	160	160	160	160
PE William Schouten	\$ 150				\$ 160						80	160	160	160	160	160	\$ 165	160	160	160	160
OE 1 - TBD	\$ 135				\$ 145						80	160	160	160	160	160	\$ 150	160	160	160	160
OE 2 - TBD	\$ 135				\$ 145						0	0	0	0	0	0	\$ 150	0	0	0	0
Inspector 1 Sally Watkins	\$ 180				\$ 186						80	160	160	160	160	160	\$ 191	80	160	160	160
Inspector 2	\$ 180				\$ 186						0	0	0	0	0	0	\$ 191	0	0	0	0
Site Monitor	\$ 180				\$ 186						0	0	0	0	0	0	\$ 191	0	0	0	0
Startup Specialist and Coordinator	\$ 200				\$ 205						0	0	0	0	0	0	\$ 210	0	0	0	0
Process Specialist - Levi Fuller	\$ 200				\$ 205						0	0	0	0	0	0	\$ 210	0	0	0	0
Subconsultants																					
Bay Area Coating Consultants - Coating Inspection																					
Beecher Engineering - EI&C																					
CTS Material Testing / Special Inspection																					
DCM - Geotechnical Support																					
RGM (Labor Compliance and SRF Reporting)																					
Vanir - Schedule Review																					
Other Direct Costs											\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Task 3 - Project Management Support Services		40	72	120		32	112	32	32	32											
PIC Chris Davenport	\$ 249	16	16	16	\$ 256	16	16	16	16	16											
PM Mike Redig	\$ 228	12	12	12	\$ 235	8	8	8	8	8											
OE TBD	\$ 140	12	12	12	\$ 145	8	8	8	8	8											
Vanir (Master Schedule Development)	\$ 210	0	32	80	\$ 215	0	80	0	0	0											
Subsurface Utility Engineering Services																					
Totals																					

Exhibit A - Cost Breakdown

P S O M A S	PHASE 1B CONSTRUCTION PERIOD								2026 Rate	PHASE 1B CONSTRUCTION PERIOD													
	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25		Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26		
Task 1 - Preconstruction Services																							
PIC - Chris Davenport																							
PM - Mike Redig																							
Reviewer - Gary Skrel																							
CM - Lance Chamberlin																							
General/Discipline Reviewers																							
Process Specialist - Levi Fuller																							
Subconsultants																							
Beecher Engineering - Electrical Review																							
DCM - Geotechnical Review																							
Vanir - Schedule Review/Input (included in PM effort)																							
Task 2 - Construction Phase Services	704	704	704	864	1184	1184	1184	1184		1184	1184	1184	1184	1184	1184	1184	1264	1264	1264	1264	1264	1264	
PIC - Chris Davenport	24	24	24	24	24	24	24	24	\$ 277	24	24	24	24	24	24	24	24	24	24	24	24	24	
PM - Mike Redig	40	40	40	40	40	40	40	40	\$ 254	40	40	40	40	40	40	40	40	40	40	40	40	40	
CM Lance Chamberlin	160	160	160	160	160	160	160	160	\$ 226	160	160	160	160	160	160	160	160	160	160	160	160	160	
PE William Schouten	160	160	160	160	160	160	160	160	\$ 173	160	160	160	160	160	160	160	160	160	160	160	160	160	
OE 1 - TBD	160	160	160	160	160	160	160	160	\$ 158	160	160	160	160	160	160	160	160	160	160	160	160	160	
OE 2 - TBD	0	0	0	160	160	160	160	160	\$ 158	160	160	160	160	160	160	160	160	160	160	160	160	160	
Inspector 1 Sally Watkins	160	160	160	160	160	160	160	160	\$ 201	160	160	160	160	160	160	160	160	160	160	160	160	160	
Inspector 2	0	0	0	0	160	160	160	160	\$ 201	160	160	160	160	160	160	160	160	160	160	160	160	160	
Site Monitor	0	0	0	0	160	160	160	160	\$ 201	160	160	160	160	160	160	160	160	160	160	160	160	160	
Startup Specialist and Coordinator	0	0	0	0	0	0	0	0	\$ 221	0	0	0	0	0	0	0	80	80	80	80	80	80	
Process Specialist - Levi Fuller	0	0	0	0	0	0	0	0	\$ 221	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subconsultants																							
Bay Area Coating Consultants - Coating Inspection																							
Beecher Engineering - EI&C																							
CTS Material Testing / Special Inspection																							
DCM - Geotechnical Support																							
RGM (Labor Compliance and SRF Reporting)																							
Vanir - Schedule Review																							
Other Direct Costs	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	
Task 3 - Project Management Support Services																							
PIC Chris Davenport																							
PM Mike Redig																							
OE TBD																							
Vanir (Master Schedule Development)																							
Subsurface Utility Engineering Services																							
Totals																							

Exhibit A - Cost Breakdown

PSOMAS	2027 Rate	PHASE 1B CONSTRUCTION PERIOD												2028 Rate							
		Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27		Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Jul-28
Task 1 - Preconstruction Services																					
PIC - Chris Davenport																					
PM - Mike Redig																					
Reviewer - Gary Skrel																					
CM - Lance Chamberlin																					
General/Discipline Reviewers																					
Process Specialist - Levi Fuller																					
Subconsultants																					
Beecher Engineering - Electrical Review																					
DCM - Geotechnical Review																					
Vanir - Schedule Review/Input (included in PM effort)																					
Task 2 - Construction Phase Services																					
		1264	1264	1344	1344	1344	1344	1344	1184	1184	1184	1184	1184		1184	1344	1344	1344	1184	1184	664
PIC - Chris Davenport	\$ 291	24	24	24	24	24	24	24	24	24	24	24	24	\$ 306	24	24	24	24	24	24	24
PM - Mike Redig	\$ 267	40	40	40	40	40	40	40	40	40	40	40	40	\$ 280	40	40	40	40	40	40	40
CM Lance Chamberlin	\$ 237	160	160	160	160	160	160	160	160	160	160	160	160	\$ 249	160	160	160	160	160	160	80
PE William Schouten	\$ 182	160	160	160	160	160	160	160	160	160	160	160	160	\$ 191	160	160	160	160	160	160	120
OE 1 - TBD	\$ 165	160	160	160	160	160	160	160	160	160	160	160	160	\$ 174	160	160	160	160	160	160	120
OE 2 - TBD	\$ 165	160	160	160	160	160	160	160	160	160	160	160	160	\$ 174	160	160	160	160	0	0	0
Inspector 1 Sally Watkins	\$ 211	160	160	160	160	160	160	160	160	160	160	160	160	\$ 221	160	160	160	160	160	160	120
Inspector 2	\$ 211	160	160	160	160	160	160	160	160	160	160	160	160	\$ 221	160	160	160	160	160	160	0
Site Monitor	\$ 211	160	160	160	160	160	160	160	160	160	160	160	160	\$ 221	160	160	160	160	160	160	0
Startup Specialist and Coordinator	\$ 232	80	80	160	160	160	160	160	0	0	0	0	0	\$ 243	0	160	160	160	120	80	80
Process Specialist - Levi Fuller	\$ 232	0	0	0	0	0	0	0	0	0	0	0	0	\$ 243	0	0	0	0	40	80	80
Subconsultants																					
Bay Area Coating Consultants - Coating Inspection																					
Beecher Engineering - EI&C																					
CTS Material Testing / Special Inspection																					
DCM - Geotechnical Support																					
RGM (Labor Compliance and SRF Reporting)																					
Vanir - Schedule Review																					
Other Direct Costs		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	
Task 3 - Project Management Support Services																					
PIC Chris Davenport																					
PM Mike Redig																					
OE TBD																					
Vanir (Master Schedule Development)																					
Subsurface Utility Engineering Services																					
Totals																					

Exhibit A - Cost Breakdown

PSOMAS	Closeout					Subtotal Hours	Subtotal Fee	Subconsultant Markups (5%)	Total Fee
	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28				
Task 1 - Preconstruction Services						1,704	\$ 391,168	\$ 2,880	\$ 394,048
PIC - Chris Davenport						336	\$ 85,120	\$ -	\$ 85,120
PM - Mike Redig						120	\$ 27,808	\$ -	\$ 27,808
Reviewer - Gary Skrel						368	\$ 97,600	\$ -	\$ 97,600
CM - Lance Chamberlin						128	\$ 25,440	\$ -	\$ 25,440
General/Discipline Reviewers						240	\$ 48,000	\$ -	\$ 48,000
Process Specialist - Levi Fuller						248	\$ 49,600	\$ -	\$ 49,600
Subconsultants									
Beecher Engineering - Electrical Review						200	\$ 43,200	\$ 2,160	\$ 45,360
DCM - Geotechnical Review						64	\$ 14,400	\$ 720	\$ 15,120
Vanir - Schedule Review/Input (included in PM effort)						0	\$ -	\$ -	\$ -
Task 2 - Construction Phase Services	464	408	300	180	120	53,848	\$ 11,644,243	\$ 47,000	\$ 11,691,243
PIC - Chris Davenport	24	8	0	0	0	1,208	\$ 337,677	\$ -	\$ 337,677
PM - Mike Redig	40	40	20	20	0	2,080	\$ 534,653	\$ -	\$ 534,653
CM Lance Chamberlin	80	80	80	40	40	8,000	\$ 1,820,242	\$ -	\$ 1,820,242
PE William Schouten	80	80	40	40	40	8,000	\$ 1,399,283	\$ -	\$ 1,399,283
OE 1 - TBD	80	40	80	40	40	8,000	\$ 1,271,676	\$ -	\$ 1,271,676
OE 2 - TBD	0	0	0	0	0	5,280	\$ 851,052	\$ -	\$ 851,052
Inspector 1 Sally Watkins	80	80	80	40	0	7,920	\$ 1,605,189	\$ -	\$ 1,605,189
Inspector 2	0	0	0	0	0	5,440	\$ 1,123,867	\$ -	\$ 1,123,867
Site Monitor	0	0	0	0	0	5,440	\$ 1,123,867	\$ -	\$ 1,123,867
Startup Specialist and Coordinator	80	80	0	0	0	2,280	\$ 534,117	\$ -	\$ 534,117
Process Specialist - Levi Fuller	0	0	0	0	0	200	\$ 48,620	\$ -	\$ 48,620
Subconsultants									
Bay Area Coating Consultants - Coating Inspection						Allowance	\$ 150,000	\$ 7,500	\$ 157,500
Beecher Engineering - EI&C						Allowance	\$ 150,000	\$ 7,500	\$ 157,500
CTS Material Testing / Special Inspection						Allowance	\$ 150,000	\$ 7,500	\$ 157,500
DCM - Geotechnical Support						Allowance	\$ 40,000	\$ 2,000	\$ 42,000
RGM (Labor Compliance and SRF Reporting)						Allowance	\$ 250,000	\$ 12,500	\$ 262,500
Vanir - Schedule Review						Allowance	\$ 200,000	\$ 10,000	\$ 210,000
Other Direct Costs	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		\$ 54,000	\$ -	\$ 54,000
Task 3 - Project Management Support Services						472	\$ 176,600	\$ 2,036	\$ 178,636
PIC Chris Davenport						128	\$ 32,432	\$ -	\$ 32,432
PM Mike Redig						76	\$ 17,608	\$ -	\$ 17,608
OE TBD						76	\$ 10,840	\$ -	\$ 10,840
Vanir (Master Schedule Development)						192	\$ 40,720	\$ 2,036	\$ 42,756
Subsurface Utility Engineering Services						Allowance	\$ 75,000	\$ -	\$ 75,000
Totals						56,024	\$ 12,212,011	\$ 51,916	\$ 12,263,927



USD TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
General Manager/
District Engineer

Karen W. Murphy
Attorney

OCTOBER 09, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 12

TITLE: Review and Consider Approval of Classified Publicly Available Pay Schedule Effective September 25, 2023 (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Alisa Gordon, Human Resources Manager

Recommendation

Consider and approve the September 25, 2023, Classified Employee Pay Schedule which will be posted and retained in accordance with CalPERS requirements.

Discussion

The Publicly Available Pay Schedule, which was mandated by CalPERS in August 2011, is designed to:

1. Ensure consistency between CalPERS employers.
2. Enhance the disclosure and transparency of public employee compensation.

The "Publicly Available Pay Schedule" (CCR 570.5) must:

- Be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws; and
- Identify the position title for every employee position; and
- Show the pay rate for each identified position in a single amount or as multiple amounts within a range; and
- Indicate the time base (i.e., bi-weekly, monthly, etc.); and

- Be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website; and
- Indicate an effective date and date of any revisions; and
- Be retained by the employer and available for public inspection for not less than five (5) years.

Background

The salary changes contained in the attached document include:

1. The addition of the salary range for the Quality Assurance Chemist, as approved by the board on March 27, 2023.
2. The removal of the Laboratory Director salary range, as approved by the Board on May 22, 2023.
3. The increases to the Construction Inspector I, II, and III as approved by the Board on September 25, 2023.

Previous Board Action:

03/13/2023 Board Meeting – Approval of Classified Publicly Available Pay Schedule Effective March 1, 2023.

Attachment:

Classified Publicly Available Pay Schedule effective September 25, 2023.

Union Sanitary District
Classified Employees Salary Schedule
Effective September 25, 2023

Position Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Accounting Technical Specialist		51.1282	53.6846	56.3689	59.1873	62.1467
Accounting Technician I	1	41.3160	43.3818	45.5509	47.8284	50.2198
Accounting Technician II	2	45.4473	47.7196	50.1056	52.6109	55.2414
Administrative Specialist I	1	40.3842	42.4035	44.5236	46.7498	49.0873
Administrative Specialist II	2	42.5096	44.6351	46.8669	49.2102	51.6707
Assistant Storekeeper		39.2690	41.2324	43.2941	45.4588	47.7317
Chemist I	1	55.5661	58.3444	61.2616	64.3247	67.5409
Chemist II	2	58.3445	61.2617	64.3248	67.5410	70.9181
Collection System Trainer		55.3257	58.0920	60.9966	64.0464	67.2487
Collection System Worker I	1	43.5462	45.7235	48.0097	50.4102	52.9306
Collection System Worker II	2	47.9010	50.2961	52.8109	55.4514	58.2240
Communications & Intergovernmental Relations Coordinator		59.9494	62.9467	66.0942	69.3988	72.8687
Construction Inspector I	1	50.0036	52.5038	55.1290	57.8855	60.7797
Construction Inspector II	2	55.0039	57.7541	60.6418	63.6738	66.8575
Construction Inspector III	3	57.2041	60.0643	63.0676	66.2209	69.5320
Control Systems Specialist		59.8322	62.8238	65.9650	69.2632	72.7278
Customer Service Fee Analyst		46.1475	48.4549	50.8776	53.4215	56.0926
Engineering Assistant/Plan Checker		59.5418	62.5189	65.6449	68.9271	72.3735
Engineering Technician I	1	46.8420	49.1841	51.6433	54.2255	56.9367
Engineering Technician II	2	51.5262	54.1025	56.8076	59.6480	62.6304
Engineering Technician III	3	56.6789	59.5128	62.4885	65.6129	68.8936
Environmental Compliance Inspector I	1	45.8620	48.1551	50.5629	53.0910	55.7456
Environmental Compliance Inspector II	2	51.5959	54.1757	56.8845	59.7287	62.7151
Environmental Compliance Inspector III	3	57.2714	60.1350	63.1418	66.2988	69.6138
Environmental Compliance Inspector IV	4	61.2804	64.3444	67.5617	70.9397	74.4867
Environmental Compliance Specialist/Outreach		61.2804	64.3444	67.5617	70.9397	74.4867
Environmental Outreach Representative		57.2714	60.1350	63.1418	66.2988	69.6138
Fleet Mechanic I	1	46.2603	48.5733	51.0019	53.5520	56.2296
Fleet Mechanic II	2	51.8115	54.4021	57.1222	59.9783	62.9773
Instrument Tech/Electrician		56.9830	59.8322	62.8238	65.9650	69.2632
Janitor		31.4104	32.9810	34.6300	36.3615	38.1796

**Union Sanitary District
Classified Employees Salary Schedule
Effective September 25, 2023**

Position Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5
Lead Collection System Worker		52.6911	55.3257	58.0920	60.9966	64.0464
Maintenance Assistant		19.8794	20.8734	21.9171	23.0129	24.1636
Mechanic I	1	47.5113	49.8868	52.3812	55.0002	57.7503
Mechanic II	2	53.2128	55.8735	58.6671	61.6005	64.6805
Painter		48.8294	51.2709	53.8344	56.5262	59.3525
Planner/Scheduler I	1	54.5483	57.2757	60.1395	63.1465	66.3038
Planner/Scheduler II	2	58.6579	61.5908	64.6704	67.9039	71.2992
Plant Operations Trainer		65.8093	69.0998	72.5548	76.1825	79.9916
Plant Operator I	1	44.6484	46.8808	49.2249	51.6861	54.2704
Plant Operator II	2	50.3331	52.8497	55.4922	58.2668	61.1801
Plant Operator III	3	58.7583	61.6962	64.7810	68.0201	71.4211
Quality Assurance Chemist		67.4300	70.8000	74.3400	78.0500	81.9600
Receptionist		35.3119	37.0775	38.9314	40.8779	42.9218
Storekeeper I	1	49.6541	52.1369	54.7437	57.4809	60.3549
Storekeeper II	2	52.1367	54.7436	57.4808	60.3549	63.3725
Utility Worker		38.6969	40.6318	42.6634	44.7965	47.0363

Approved By:

Manny Fernandez, President
Board of Directors



USD
TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**OCTOBER 09, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 13**

TITLE: Review and Consider Approval of Updated Policy No. 5310, Criminal Background Check Policy (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, CFO/Business Services Work Group Manager
Alisa Gordon, Human Resources Manager

Recommendation

Review and approve proposed changes to Policy No. 5310, Criminal Background Check Policy.

Discussion

Policy No. 5310 was most recently due for review in January 2017 following its three (3) year review cycle. Staff have reviewed the policy and updated procedures to reflect current practices. Proposed changes include:

- Revision of procedures to ensure consistency with California Department of Justice requirements and compliance with state and federal law;
- Addition of language to reflect current practice of requiring fingerprinting for temporary employees, consultants, and independent contractors depending on District site access or computer system access;
- Revisions to reflect current criminal conviction history review and noticing practices for candidates and employees; and
- Minor language cleanup and reordering of information for clarity.

Proposed amendments have been reviewed by the District's Executive Team for comment and were generally well received.

Background

Policy No. 5310 outlines the District's process in assessing the criminal history of employees considered for employment. The policy outlines the duties and responsibilities of staff in the collection, review, and storage of sensitive criminal conviction information. The policy also

outlines the protections afforded to candidates and employees in reviewing and providing the information as a condition of employment. This policy is scheduled for review every three (3) years.

Staff recommends the Board adopt the changes shown in strike and bold on the attached and set the date for the next review for October of 2026.

Previous Board Action

01/23/2014 Board Meeting – Approval of Policy No. 5310, Criminal Background Check

Attachment: Policy No. 5310: Criminal Background Check- Revised
Policy No. 5310: Criminal Background Check- Redlined

Union Sanitary District
Policy and Procedure Manual

Effective Date: 10/02/2009	CRIMINAL BACKGROUND CHECK POLICY	Policy Number 5310 Page 1 of 6
-------------------------------	---	-----------------------------------

Policy

To support our responsibility to provide a safe and secure environment for all employees and customers, it is the policy of Union Sanitary District that all individuals to whom a contingent offer of employment is made will be subject to a criminal background check as a condition of employment. Human Resources is responsible for initiating the criminal background check. If the background check reveals a conviction with a direct and adverse relationship to the position, the individual may be disqualified from assuming the position. Once in this program, the District will be notified of subsequent convictions of these employees and/or arrests being actively prosecuted.

In addition, criminal background checks will be required for all temporary employees working onsite hired through a temporary agency, consultants and independent contractors based on their access to District computers and other systems, their physical work location at the District office and the length of their assignment on USD premises. This does not include individuals employed in such positions as delivery persons and consultants or contractors that spend minimal time onsite. If there are questions regarding the need for a criminal background check, Human Resources will consult with the affected Work group.

Purpose

To protect employees, assets and customers, the District must ensure that employees have no history of criminal behavior with a direct and adverse relationship to their employment. Although this is no guarantee against criminal acts, it reduces the likelihood of crime and may reduce the District's liability in the event a crime occurs.

The District recognizes that its need to investigate employees' criminal history must be balanced with the need to protect those employees' privacy. District policy and state and federal laws recognize the individual's right to privacy, and prohibit employees and others from seeking, using or disclosing personal information except within the scope of their assigned duties.

Definitions

<i>Criminal Background Check</i>	Automated check of criminal history background, furnishing an Employer with State and federal level criminal history information to assist in fulfilling employment duties. Only arrest entries resulting in conviction, and arrest entries that indicate active prosecution may be considered in evaluation. Criminal background checks are <i>not</i> required for employees hired prior to August 2007.
----------------------------------	---

<i>Criminal Offender Record Information (CORI)</i>	Information identified through California Department of Justice fingerprint submission. This is confidential information disseminated to applicant agencies authorized by California statute for the purposes of employment clearances.
<i>Custodian of Records</i>	Responsible for the security, storage, dissemination and destruction of the criminal records furnished to the District; serves as the primary contact for the DOJ. Individuals serving as COR and backup must be confirmed by the California Department of Justice (DOJ).
<i>Live Scan</i>	A system provided by the California Department of Justice (DOJ) for the electronic submission of applicant fingerprints and subsequent automated background check and response.
<i>Notification of Subsequent Convictions</i>	Notification to the District by the Department of Justice of any convictions and/or arrests indicating active prosecution for employees hired after implementation of this policy.

Procedure

Hiring: The following steps will apply to all employment vacancies:

1. Announcing a Vacancy: All vacancy announcements (including ads) will contain the following statement: “**Before appointment to the position, the candidate must pass a criminal background check which includes a California DOJ fingerprint scan and criminal history background check.**”
2. Offering a Position: Human Resources will complete the criminal background check once a contingent offer of employment is made.
3. Conditional Offer Letters: The conditional offer letter must state the requirement for a criminal background check and that the appointment will be withdrawn or terminated if the individual’s criminal background check results are unacceptable. The following statement will be used in the conditional offer letter: “**This offer is conditional pending the results of the background check. The offer will be withdrawn if the results are unacceptable.**”
4. Final offer letters will state: “**Please be advised that the District will be informed of any future convictions and/or arrests being actively prosecuted while you remain an employee of Union Sanitary District.**”
5. Notification of Subsequent Convictions: Once employees are in the Live Scan system, the DOJ notifies the District of subsequent convictions and/or arrests being actively prosecuted. Any employment action taken based on the results of these notifications will be on a case-by-case basis, based on the severity of the offense and relevancy to the employee’s position.

Custodian of Records (COR):

1. Custodian of Records (COR): The Business Services Work Group Manager will identify at least one Human Resources employee as the COR. Another member of HR will be assigned as backup to ensure coverage if a criminal background check is necessary during the COR's absence.
2. The COR is responsible for the security, storage, dissemination, and destruction of the criminal records furnished to the District and serves as the primary contact for the DOJ. A key component of this role involves keeping information confidential except on a need-to-know basis.
3. COR applicants must: 1) be at least 18 years old, and 2) complete and submit the Custodian of Records Application Form (BCIA 8374) in accordance with DOJ procedures.
4. Confirmation will be denied or revoked on applicants convicted of a felony offense or any other offense that involves moral turpitude, dishonesty, fraud, or that impacts the applicant's ability to perform the duties or responsibilities of a COR.
The COR must sign and return to the DOJ the DOJ's *Authorized Recipient User Agreement Conditions for Release of Criminal Offender Record Information (Form BCIA 9005)*.

Conducting Criminal Background Checks: Criminal background checks will be initiated and managed by Human Resources. The following process and roles apply:

1. Steps for Completing Check:

- a. In State Candidates:

- Securing Consent: Employment finalist(s) completes consent form and Applicant Submission form and is directed to a Live Scan facility.
- Live Scan facility electronically transmits fingerprints to DOJ.
- The COR accesses results via the DOJ Applicant Agency Justice Connection (AAJC), which uses Multi-Factor Authentication (MFA).

- b. Out of State Candidates:

- Individuals residing outside of California applying for employment in California who cannot be fingerprinted in California must have their fingerprints rolled at a law enforcement agency in their state or country of residence. Candidates will be provided with an FD-258 hard copy card.
- HR works with the candidate to accomplish background check with candidate's local law enforcement.
- Results are forwarded by the DOJ to the COR.

2. Reviewing Conviction Information

For Applicants:

- a. If the background check reveals a conviction with a direct and adverse relationship to the position, the individual may be disqualified from holding the position.
- b. Factors considered when reviewing a prospective employee's particular situation include nature and gravity of the criminal offense, time since the conviction and/or completion

of the sentence, nature of the duties and responsibilities of the job, and subsequent record of performance and behavior on recent jobs.

- c. As needed, the COR will consult with appropriate management representatives on any issues arising from criminal background checks.
- d. The COR will consult with Work Group management as to whether the checked individual may be hired/continue in the current appointment. In all cases, the COR will keep the background check results confidential except on a need-to-know basis. The hiring Work Group Manager will make the final decision.
- e. An applicant will be provided with written notice with the results of the criminal background check if an adverse action (will not be hired) will be taken. This notice will include the conviction that was the basis for the decision and a copy of the DOJ results. The notice will explain the applicant's right to respond to the District with favorable evidence within five (5) business days.

The District will consider any information provided by the applicant prior to making a final decision. If the decision is to deny employment, the District will provide the applicant with a final written notice. The final notice will also inform the applicant of the procedure for challenging the decision and the applicant's right to file a complaint with the California Department of Civil Rights (CRD).

For Employees:

- a. Factors considered when subsequent notification of conviction/active prosecution of conviction is received for a current employee include whether the conviction was revealed by the employee, the nature and gravity of the criminal offense, record of performance and behavior during USD employment, and nature of the duties and responsibilities of his/her job.
3. Record-keeping:
- a. Criminal Offender Record Information (CORI) shall be accessible only to the COR, back-up, and Executive Team.
 - b. Criminal record history information, including responses that no criminal record history exists, shall be used solely for the purpose for which it was requested and may not be reproduced for secondary dissemination.
 - c. CORI may not be stored electronically or in any manner and will be destroyed after the hiring or personnel action determination. Only the State Identification Number (SID) will be recorded on the Request for Live Scan Service Applicant Submission form (BCII 8016) maintained in employee personnel files.
 - d. The information provided by the Department of Justice will be maintained in a secured area/locked cabinet separate from the employee personnel file and be used only for the purpose for which it was acquired.
 - e. Staff members with access to CORI must receive training and counseling on the handling of criminal offender record information and sign an employment statement form acknowledging an understanding of the criminal penalties for the misuse of criminal offender record information.

- f. The COR/designee will submit a “No Longer Interested (NLI)” request through the AAJC system when employment is terminated, or the applicant is not hired.

General Manager’s Responsibility

The General Manager shall:

- Understand and enforce this policy.
- Be fingerprinted and have a criminal history clearance.
- Have on file a signed copy of the *Authorized Recipient User Agreement Conditions for Release of Criminal Offender Record Information (Form BCIA 9005)* which describes the overall responsibility for the administration of CORI and acknowledges an understanding of penalties associated with the misuse of CORI.

Human Resources’ Responsibility

Human Resources will initiate criminal background checks immediately upon presentation of the contingent offer of employment to the applicant. Human Resources will ensure that all CORI remains confidential and is destroyed immediately upon making the appropriate employment decision.

Custodian of Records (COR) Responsibility

The COR will ensure that:

1. The information provided by the DOJ is not disseminated to any other person or agency not authorized by law.
2. All personnel/individuals with access to CORI have a fingerprint background clearance record check completed through the DOJ.
3. All personnel/individuals with access to CORI will have a signed *Authorized Recipient User Agreement Conditions for Release of Criminal Offender Record Information (Form BCIA 9005)* on file acknowledging an understanding of laws prohibiting its misuse.
4. All personnel/individuals with access to CORI are trained in the secure handling, storage, dissemination, and destruction of CORI.
5. A written policy for securing access, storage, dissemination, and destruction of criminal record information.
6. Maintain the information provided by the DOJ in a secured area/locked cabinet separate from employee personnel files.
7. CORI is used only for the purpose for which it was acquired.
8. The DOJ is notified upon any change of agency name, address, telephone number, fax number, Custodian of Records, and contact person.
9. The “*No Longer Interested (NLI)*” request is submitted to DOJ, when applicable.
10. A new updated “*Live Scan Subscriber Agreement*” form is sent to the DOJ Upon changed of the District’s General Manager (“agency official”).

Management Responsibility

Management will ensure that:

1. A statement regarding the requirement for a criminal background check as a condition of employment is contained in all job vacancy announcements and conditional offer letters.
2. All employees receive a copy of this policy, and information and training on the Criminal Background Check Policy, during New Employee Orientation.
3. Every Work Group Manager of covered employees receives training on the Criminal Background Check Policy and procedures.
4. All records relating to this program are kept confidential, and CORI are destroyed immediately upon making an employment decision.
5. All requirements of this program are followed.

Employee Responsibility

After implementation of this policy, each covered employee is required to comply with the program. Any covered employee who is convicted of a crime, or being actively prosecuted for a criminal charge, should immediately notify his/her Coach. There will be no penalty to the employee for providing this notice; however, resulting employment action for a conviction will be handled on a case-by-case basis.

References and Notes

California Penal Code, Section 11105

Labor Code Section 432.7

The Department of Justice Bureau of Criminal Identification and Information Live Scan Request Packet

Supersedes policy dated: 8/07; 10/10, 1/23/14

Approved by: USD Board of Directors

Author/owner: Business Services Manager

Reviewers: Executive Team, Human Resources Administrator-Manager

Notify Person: Business Services Manager

Revision frequency: Every 3 years

Next Review: 10/02/2026

Union Sanitary District
Policy and Procedure Manual

Effective Date: 1/23/2014 <u>Date 10/02/2023</u>	CRIMINAL BACKGROUND CHECK POLICY	Policy Number 5310 Page 1 of 7
--	---	--------------------------------------

Policy

To support our responsibility to provide a safe and secure environment for all employees and customers, it is the policy of Union Sanitary District that all individuals to whom a ~~final~~ contingent offer of employment is made will be subject to a criminal background check as a condition of employment. Human Resources is responsible for initiating the criminal background check. If the background check reveals a conviction with a direct and adverse relationship relevant to the position, the individual may be disqualified from assuming the position. Once in this program, the District will be notified of subsequent convictions of these employees and/or arrests being actively prosecuted.

In addition, criminal background checks will be required for all temporary employees working onsite hired through a temporary agency, consultants and independent contractors based on their access to District computers and other systems; systems, their physical work location at the District office and the length of their assignment on USD premises. This does not include individuals employed in such positions as delivery persons and consultants or contractors that spend minimal time onsite. If there are questions regarding the need for a criminal background check, Human Resources will consult with the affected Work group.

Purpose

To protect employees, assets and customers, the District must ensure that employees have no history of criminal behavior with a direct and adverse relationship relevant to their employment. Although this is no guarantee against criminal acts, it reduces the likelihood of crime and may reduce the District’s liability in the event a crime occurs.

The District recognizes that its need to investigate employees’ criminal history must be balanced with the need to protect those employees’ privacy. District policy and state and federal laws recognize the individual’s right to privacy, and prohibit employees and others from seeking, using or disclosing personal information except within the scope of their assigned duties.

Definitions

<i>Criminal Background Check</i>	<p>Automated check of criminal history background, furnishing an Employer with State and federal level criminal history information to assist in fulfilling employment duties. Only arrest entries resulting in conviction, and arrest entries that indicate active prosecution may be provided for <u>considered in</u> evaluation.</p> <p>Criminal background checks are <i>not</i> required for employees hired prior to August 2007.</p>
----------------------------------	---

<i>Criminal Offender Record Information (CORI)</i>	Information identified through <u>California Department of Justice</u> fingerprint submission. This is confidential information disseminated to applicant agencies authorized by California statute for the purposes of employment clearances.
<i>Custodian of Records</i>	Responsible for the security, storage, dissemination and destruction of the criminal records furnished to the District; serves as the primary contact for the DOJ. Individuals serving as COR and backup must be confirmed by the <u>California</u> Department of Justice (DOJ).
<i>Live Scan</i>	A system provided by the California Department of Justice (DOJ) for the electronic submission of applicant fingerprints and subsequent automated background check and response.
<i>Notification of Subsequent Convictions</i>	Notification to the District by the Department of Justice of any convictions and/or arrests indicating active prosecution for employees hired after implementation of this policy.

Procedure

Hiring: The following steps will apply to all employment vacancies:

1. Announcing a Vacancy: All vacancy announcements (including ads) will contain the following statement: ~~“: “A criminal background check is a condition of employment Before appointment to the position, the candidate must pass a criminal background check which includes a California DOJ finger print fingerprint scan and criminal history background check.”~~

2. Offering a Position: Human Resources ~~must~~will complete the criminal background check ~~once a contingent prior to making a final offer of employment is made. In most cases, only the finalist(s) being offered the position will be checked.~~

3. Conditional Offer Letters: The conditional offer letter must state the requirement for a criminal background check and that the appointment will be withdrawn or terminated if the individual's criminal background check results are unacceptable. The following statement will be used in the conditional offer letter: ~~“: “This offer is conditional pending the results of the criminal background check. The offer will be withdrawn if the results are unacceptable.”~~

4. Final offer letters will state: ~~“: “Please be advised that the District will be informed of any future convictions and/or arrests being actively prosecuted while you remain an employee of Union Sanitary District.”~~

5. Notification of Subsequent Convictions: Once employees are in the Live Scan system, the DOJ notifies the District of subsequent convictions and/or arrests being actively prosecuted. Any employment action taken based on the results of these notifications will be on a ~~case-by~~

~~case~~case-by-case basis, based on the severity of the offense and relevancy to the employee's position.

Custodian of Records (COR):

1. Custodian of Records (COR): The Business Services Work Group Manager will identify at least one Human Resources employee as the COR. Another member of HR will be assigned as backup to ensure coverage if a criminal background check is necessary during the COR's absence.
2. The COR is responsible for the security, storage, ~~dissemination~~dissemination, and destruction of the criminal records furnished to the District and serves as the primary contact for the DOJ. A key component of this role involves keeping information confidential except on a need-to-know basis.
3. COR applicants must: 1) be at least 18 years old, and 2) complete and submit the Custodian of Records Application Form (BCIA 8374) in accordance with DOJ procedures.
4. Confirmation will be denied or revoked on applicants convicted of a felony offense or any other offense that involves moral turpitude, dishonesty, fraud, or that impacts the applicant's ability to perform the duties or responsibilities of a COR. The ~~COR must~~COR must sign and return to the DOJ the DOJ's Authorized Recipient User Agreement Conditions for Release of Criminal Offender Record Information (Form BCIA 9005).

Conducting Criminal Background Checks: Criminal background checks will be initiated and managed by Human Resources. The following process and roles apply:

- ~~1. Custodian of Records (COR): The Business Services Work Group Manager will identify at least one Human Resources employee as the COR. Another member of HR will be assigned as backup to ensure coverage if a criminal background check is necessary during the COR's absence.~~
- ~~2.—~~
- ~~3. The COR is responsible for the security, storage, dissemination and destruction of the criminal records furnished to the District and serves as the primary contact for the DOJ. A key component of this role involves keeping information confidential except on a need-to-know basis.~~
- ~~4.—~~
- ~~5. COR applicants must: 1) be at least 18 years old, and 2) complete and submit the Custodian of Records Application Form (BCIA 8374) in accordance with DOJ procedures.~~
- ~~6. Confirmation will be denied or revoked on applicants convicted of a felony offense or any other offense that involves moral turpitude, dishonesty, fraud or that impacts the applicant's ability to perform the duties or responsibilities of a COR.~~
- ~~7.—~~

~~8. The COR and backup must sign and return to the DOJ the DOJ's Use of Applicant Criminal Offender Record Information form that lists the COR duties, and the DOJ's Employee Statement/Use of Applicant Criminal Offender Record Information form.~~

~~9.~~

~~10. The status of the individual serving as the agency COR must be renewed annually, by March 1st. All authorized agencies must reaffirm the status of the COR by submitting the BCIA 8375 Annual Custodian of Records Notification to the Department of Justice (DOJ).~~

~~11.~~

~~12.1. Steps for Completing Check:~~

~~a. In State Candidates:~~

- ~~• Securing Consent: Employment finalist(s) completes consent form and Applicant Submission ~~form, and form and~~ is directed to a Live Scan facility.~~
- ~~• Live Scan facility electronically transmits fingerprints to DOJ.~~
- ~~• The COR accesses results via the DOJ Applicant Agency Justice Connection (AAJC), which uses Multi-Factor Authentication (MFA), Secure Mail Server System (SMSS).~~

~~b. Out of State Candidates:~~

- ~~• Candidates must be provided with a FDan FD-258 hard copy card. Individuals residing outside of California applying for employment in California who cannot be fingerprinted in California must have their fingerprints rolled at a law enforcement agency in their state or country of residence. Candidates will be provided with an FD-258 hard copy card.~~
- ~~• HR works with the candidate to accomplish background check with candidate's local law enforcement.~~
- ~~• Results are forwarded by the DOJ to the COR.~~

~~2. Making/Reviewing Conviction Information Decisions:~~

~~For Applicants:~~

- ~~a. If the background check reveals a conviction with a direct and adverse relationship relevant to the position, the individual may be disqualified from holding the position.~~
- ~~b. Factors considered when reviewing a prospective employee's particular situation include nature and gravity of the criminal offense, ~~whether the conviction was revealed by the applicant,~~ time since the convictions and/or completion of the sentence, nature of the duties and responsibilities of the job, and subsequent record of performance and behavior on recent jobs.~~
- ~~c. Factors considered when subsequent notification of conviction/active prosecution of conviction is received for a current employee include whether the conviction was revealed by the employee, the nature and gravity of the criminal offense, record of performance and behavior during USD employment, and nature of the duties and responsibilities of his/her job.~~
- ~~d. As needed, the COR will consult with appropriate management representatives on any issues arising from criminal background checks.~~

c.

~~e.~~ The COR will consult with Work Group management as to whether the checked individual may be hired/continue in the current appointment. In all cases, the COR will keep the background check results confidential except on a need-to-know basis. The hiring Work Group Manager will make the final decision.

d.

~~e.~~ An applicant will be provided with written notice with the results of the criminal background check if an adverse action (will not be hired) will be taken. ~~based on the check results.~~ This notice will include the conviction that was the basis for the decision and a copy of the DOJ results. The notice will explain the applicant's right to respond to the District with favorable evidence within five (5) business days.

~~f.~~ The District will consider any information provided by the applicant prior to making a final decision. If the decision is to deny employment, the District will provide the applicant with a final written notice. This final notice will also inform the applicant of the procedure for challenging the decision and the applicant's right to file a complaint with the California Department of Fair Employment and Housing (DFEH) Civil Rights (CRD). If an applicant disagrees with the findings of the check, they will be given a "reasonable" opportunity to dispute what was found.

For Employees:

a. Factors considered when subsequent notification of conviction/active prosecution of conviction is received for a current employee include whether the conviction was revealed by the employee, the nature and gravity of the criminal offense, record of performance and behavior during USD employment, and nature of the duties and responsibilities of his/her job.

~~13.3.~~ Record-keeping:

- a. Criminal Offender Record Information (CORI) shall be accessible only to the COR, back-up, and Executive Team.
- b. Criminal record history information, including responses that no criminal record history exists, shall be used solely for the purpose for which it was requested and may not be reproduced for secondary dissemination.
- c. CORI may not be stored electronically or in any manner, and will be destroyed after the hiring or personnel action determination. Only the State Identification Number (SID) will be recorded on the Request for Live Scan Service Applicant Submission form (BCII 8016) maintained in employee personnel files.
- d. The information provided by the Department of Justice will be maintained in a secured area/locked cabinet separate from the employee personnel file and be used only for the purpose for which it was acquired.
- e. Staff members with access to CORI must receive training and counseling on the handling of criminal offender record information and sign an employment statement form

acknowledging an understanding of the criminal penalties for the misuse of criminal offender record information.

- f. The COR/designee will ~~submit immediately send~~ a “No Longer Interested (NLI) Notification” ~~request through the AAJC system form (BCII 8302) to the Department of Justice~~ when employment is ~~terminated~~ terminated, or the applicant is not hired.

General Manager’s Responsibility

The General Manager shall:

- Understand and enforce this policy.
- Be fingerprinted and have a criminal history clearance.
- Have on file a signed copy of the Authorized Recipient User Agreement Conditions for Release of Criminal Offender Record Information (Form BCIA 9005) Criminal Offender Record Information Policy/Use of Applicant Criminal Offender Record Information form which describes the overall responsibility for the administration of CORI and acknowledges an understanding of penalties associated with the misuse of CORI.

~~Business Services~~ Human Resources’ Responsibility

~~Business Services~~ Human Resources will initiate criminal background checks immediately upon ~~identification presentation of the contingent offer of employment to the applicant. of the finalist(s) for an employment vacancy.~~ Business Services Human Resources will ensure that all CORI remains confidential and is destroyed immediately upon making the appropriate employment decision.

Custodian of Records (COR) Responsibility

The COR will ensure that:

1. The information provided by the DOJ is not disseminated to any other person or agency not authorized by law.
2. All personnel/individuals with access to CORI have a fingerprint background clearance record check completed through the DOJ.
3. All personnel/individuals with access to CORI will have a signed Authorized Recipient User Agreement Conditions for Release of Criminal Offender Record Information (Form BCIA 9005) “Employee Statement/Use of Applicant Criminal Offender Record Information” form on file acknowledging an understanding of laws prohibiting its misuse.
4. All personnel/individuals with access to CORI are trained in the secure handling, storage, dissemination, and destruction of CORI.
5. A written policy for securing access, storage, dissemination, and destruction of criminal record information.
6. Maintain the information provided by the DOJ in a secured area/locked cabinet separate from employee personnel files.
7. CORI is used only for the purpose for which it was acquired.
8. The DOJ is notified upon any change of agency name, address, telephone number, fax number, Custodian of Records, and contact person.

9. The “No Longer Interested ~~(NLI)-Notification~~” ~~request form~~ is ~~submitted sent~~ to DOJ, when applicable.
10. A new updated “Live Scan Subscriber Agreement” form is sent to the DOJ Upon changed of the District’s General Manager (“agency official”).

Management Responsibility

Management will ensure that:

1. A statement regarding the requirement for a criminal background check as a condition of employment is contained in all job vacancy announcements and conditional offer letters.
2. All employees receive a copy of this policy, and information and training on the Criminal Background Check Policy, during New Employee Orientation.
3. Every Work Group Manager of covered employees receives training on the Criminal Background Check Policy and procedures.
4. All records relating to this program are kept confidential, and CORI are destroyed immediately upon making an employment decision.
5. All requirements of this program are followed.

Employee Responsibility

After implementation of this policy, each covered employee is required to comply with the program. Any covered employee who is convicted of a crime, or being actively prosecuted for a criminal charge, should immediately notify his/her Coach. There will be no penalty to the employee for providing this notice; however, resulting employment action for a conviction will be handled on a case-by-case basis.

References and Notes

California Penal Code, Section 11105

Labor Code Section 432.7

The Department of Justice Bureau of Criminal Identification and Information Live Scan Request Packet

Supersedes policy dated: 8/07; 10/10, 1/23/14

Approved by: USD Board of Directors

Author/owner: Business Services Manager

Reviewers: Executive Team, Human Resources ~~Administrator~~ Manager

Notify Person: Business Services Manager

Revision frequency: Every 3 years

Next Review: ~~1/23/2017~~ 10/02/2026



USD TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**OCTOBER 9, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 14**

TITLE: **Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Consor North America, Inc. for the Force Main Corrosion Repairs Project – Phase 4 (*This is a Motion Item*)**

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

Recommendation

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with Consor North America, Inc. (Consor) in the amount of \$290,434 to provide construction management and inspection services for the Force Main Corrosion Repairs Project – Phase 4 (Project).

Discussion

The purpose of Task Order No. 1 is to authorize construction management and inspection services for the Project. The scope of services for Task Order No. 1 will include the facilitation of a preconstruction conference, construction administration, facilitation of progress meetings with the contractor, processing of construction documents between the contractor and the design consultant, field quality assurance, coordination of field testing, and project closeout inspection and documentation.

The scope and fee for Task Order No. 1 with Consor are summarized below:

Task Description	Amount
Construction Management and Inspection Services	\$280,434
Subconsultant for Welding Inspection	\$10,000
Task Order No. 1 Not-to-Exceed Amount	\$290,434

The total not-to-exceed amount is 14.2% of the construction contract amount of \$2,041,500. Industry standard is to budget 30% for all project soft costs (e.g., design, construction management, inspection, engineering services during construction). If design and engineering services during construction were added, the total soft costs percentage would be 20.5%.

For projects of this size and scope, staff expects the fee for construction management to be in the range of 12% to 15%. As a comparison, the table below summarizes the final fees and percentages of construction management and inspection services of past projects.

Project	Construction Management and Inspection Cost (A)	Construction Cost (B)	Percentage of A to B
Aeration Blower No. 11 Project	\$213,353	\$1,660,470	12.8
Headworks Screens Replacement Project	\$254,561	\$1,853,888	13.7
Force Main Corrosion Repairs Project – Phase 3	\$239,429	\$1,119,862	21.4

Staff has reviewed this price proposal and found it to be reasonable.

The Board awarded the construction contract for the Project to Cratus Inc. on September 25, 2023. Staff expects to issue the Notice to Proceed in October 2023 and anticipates construction to be completed by October 2024.

Background

The District operates and maintains the transport system that consists of three pump stations and three lift stations and approximately 12½ miles of twin force main pipelines. The transport system conveys wastewater from the Irvington and Newark drainage basins to the Alvarado Wastewater Treatment Plant (Plant).

Force main facilities include 78 manholes along the pipeline alignment. Of the 78 manholes, 46 of them provide access into the force main pipelines via a manway inside the manholes, and each manway is sealed with a blind flange. At the other 32 manholes, appurtenances such as air release valves or blow off valves are connected to the blind flanges.

The air release valves are located at the higher elevations of the force main pipelines to allow air from the pipelines to vent in order to maintain the full hydraulic capacity of the pipelines. The blow off valves are located at the lower elevations of the force main pipelines to allow staff to drain the wastewater from the pipelines when there is a need to remove as much wastewater as possible, typically for a long-term outage for maintenance or construction activities. This doesn't

happen very often but if there is a need to do so, staff will need to set up pumps and hoses to connect the blow off valves to the closest sanitary sewer manhole.

These facilities were installed over 40 years ago, as part of the original force main construction. Over time, the presence of groundwater, moisture, and the buildup of hydrogen sulfide gas in these force main manholes have caused many of the manways, blind flanges, and appurtenances to become corroded. This corrosion is of primary concern, as failure of any single element could precipitate a leak from the force main pipeline.

Condition Assessment

In 2004, the District's Force Main Study included a condition assessment of the interior and exterior of the buried force main piping that was constructed of reinforced concrete pipe. The study found the piping to be in good condition and recommended an internal inspection every 10 years and an external inspection every 20 years. In 2016, the District hired Woodard & Curran (formerly RMC Water and Environment) to conduct the internal inspection of the force main piping as it is taken out of service for the District's Force Main Corrosion Repairs Project.

In 2011, the District conducted a condition assessment of the force main equipment located in the Irvington Valve Box, Newark Influent and Effluent Valve Boxes, and Alvarado Influent Valve Box. These valve boxes are part of the transport system that delivers wastewater to the Plant and primarily house large diameter cement mortar coated steel piping, knife gate valves, and flanged coupling adaptors (FCAs). The assessment found the existing FCAs were experiencing corrosion and recommended them for replacement. The assessment also recommended refurbishment or replacement of the valves. In 2012, the District completed two phases of the Force Main Improvements Project to replace corroded FCAs, and to rehabilitate and replace knife gate valves on the force main pipelines located within the valve boxes.

Force Main Corrosion Repairs Projects

During the summer of 2015, staff performed visual inspection inside all 78 force main manholes, and conducted non-destructive testing on elements with the worst corrosion conditions. In the fall of 2015 through the spring of 2016, staff hired Carollo Engineers to review and evaluate the data collected during the inspections and testing; as a result, they recommended that all corroded elements within the 78 manholes be rehabilitated or replaced.

In 2016, staff hired West Yost Associates to complete preliminary design services that outlined a plan to accomplish the repairs in several phases.

Phase 1 of the Force Main Corrosion Repairs Project addressed repairs in the manholes on the eastern force main between the Newark Pump Station and the Plant, and construction was completed in October 2017.

Phase 2 of the Force Main Corrosion Repairs Project addressed repairs in the manholes on the western force main between the Newark Pump Station and the Plant, and construction was completed in August 2018.

Phase 3 of the Force Main Corrosion Repairs Project addressed repairs in the manholes on the western force main between the Irvington Pump Station and the Newark Pump Station, and construction was completed in November 2022.

Phase 4 of the Force Main Corrosion Repairs Project will address repairs in the manholes on the eastern force main between the Irvington Pump Station and the Newark Pump Station. The Project will also include grouting of manholes to eliminate groundwater infiltration and various access improvements at locations throughout the force mains that were deferred to this last phase of repairs.

Scope of Work

West Yost Associates completed the design in July 2023. The Project includes the following improvements:

- Repair of air release valve, blow off, and access manholes on the eastern force main between the Irvington Pump Station (IPS) and the Newark Pump Station (NPS).
- Dewatering of the eastern force main between IPS and NPS and within the manholes to facilitate the manhole repairs.
- Grouting of manholes to eliminate groundwater infiltration at up to twenty-three manholes located along the force main alignment.
- Replacement or recoating of a number of safety and force main marker bollards at various locations between IPS and NPS.
- Various access improvements along the force main alignment.

On February 3, 2023, staff issued a Request for Proposals seeking construction management and inspection services for the Project. Staff invited a total of five prequalified consultants to participate in the consultant selection process. Two consultants submitted proposals for this project on February 24, 2023. Staff selected Consor due to the relevant experience of their staff with regards to similar types of construction projects.

Previous Board Action

January 23, 2017, the Board authorized the General Manager to execute Task Order No. 2 with West Yost Associates in the amount of \$113,464 to provide design services for the Force Main Corrosion Repairs Project – Phase 1.

June 12, 2017, the Board awarded the construction contract for the Force Main Corrosion Repairs Project – Phase 1 to Cratus Inc. in the amount of \$821,000.

July 10, 2017, the Board authorized the General Manager to execute Task Order No. 3 with West Yost Associates in the amount of \$33,085 to provide design support services during the construction of the Force Main Corrosion Repairs Project – Phase 1.

October 9, 2017, the Board authorized the General Manager to execute Task Order No. 4 with West Yost Associates in the amount of \$62,248 to provide design services for the Force Main Corrosion Repairs Project – Phase 2.

December 4, 2017, the Board accepted the construction of the Force Main Corrosion Repairs Project – Phase 1 from Cratus Inc.

March 26, 2018, the Board awarded the contract for the Force Main Corrosion Repairs Project – Phase 2 to Cratus Inc. in the amount of \$931,800.

October 8, 2018, the Board accepted the construction of the Force Main Corrosion Repairs Project – Phase 2 from Cratus Inc.

October 22, 2018, the Board authorized the General Manager to execute Task Order No. 6 with West Yost Associates in the amount of \$59,533 to provide engineering services during construction of the Force Main Corrosion Repairs Project – Phase 3.

April 11, 2022, the Board awarded the construction contract for the Force Main Corrosion Repairs Project – Phase 3 to Power Engineering Construction Co. in the amount of \$1,063,672.

April 25, 2022, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Quincy Engineers, Inc. in the amount of \$494,790 to provide construction management and inspection services for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project and Force Main Corrosion Repairs Project – Phase 3.

October 24, 2022, the Board authorized the General Manager to execute Task Order No. 8 with West Yost Associates in the amount of \$68,178 to provide design services for the Force Main Corrosion Repairs Project – Phase 4.

December 12, 2022, the Board authorized the General Manager to execute an Amendment No. 1 to Task Order No. 1 with Quincy Engineers, Inc. in the amount of \$117,187 to provide additional construction management and inspection services for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project and the Force Main Corrosion Repairs Project – Phase 3.

June 26, 2023, the Board accepted the construction of the Force Main Corrosion Repairs Project – Phase 3 from Power Engineering Construction Co.

September 25, 2023, the Board awarded the construction contract for the Force Main Corrosion Repairs Project – Phase 4 to Cratus Inc. in the amount of \$2,041,500.

Attachments: Agreement
Task Order No. 1

FORCE MAIN CORROSION REPAIR PROJECT – PHASE 4

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

CONSOR NORTH AMERICA, INC.

FOR

PROFESSIONAL SERVICES

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

WITNESSETH:

WHEREAS, District intends to construct the Force Main Corrosion Repair Project – Phase 4 (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.

UNION SANITARY DISTRICT

CONSOR NORTH AMERICA, INC.

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

By: _____
Mike Hagerty, P.E.
District Manager

Date: _____

Date: _____

FORCE MAIN CORROSION REPAIRS PROJECT – PHASE 4

TASK ORDER NO. 01

TO

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

CONSOR NORTH AMERICA, INC.

FOR

PROFESSIONAL SERVICES

Dated _____

1. PURPOSE

The purpose of Task Order No. 1 is for Consor North America, Inc., hereinafter referred to as “Construction Manager”, to provide construction management and inspection services for the Force Main Corrosion Repairs Project – Phase 4 (Project).

2. PROJECT COORDINATION

All work related to this Task Order shall be coordinated through the District’s Project Manager, Derek Chiu.

3. CONSTRUCTION MANAGER’S SCOPE OF SERVICES

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

Task 1: Pre-Construction Services

Construction Manager staff shall perform the following, as required:

- Thoroughly review the plans, specifications, appendices, permits, environmental documents, and other applicable documents.
- Prepare and conduct a coordination meeting with the District and the design engineer to review project information.
- Prepare and conduct a pre-construction conference with the contractor, subcontractors, District officials, and other involved parties. Topics of discussion shall include labor compliance, record keeping, State and Federal safety laws, environmental requirements including Storm Water Pollution Prevention, utility issues, traffic control issues, safety problems, etc. A major goal at this meeting, besides dissemination of data, is to establish a cooperative attitude between the Construction Management (CM) field staff, District staff, and the contractor.
- Prepare an internal construction management Quality Control Plan (QCP) plan. The plan shall include general project authority, communications, and project documentation guidelines.
- Create project records files utilizing the District’s Projectmates system. Maintain the project records on a regular basis such that the records are organized and complete.
- Establish a photo and video record for the project site in Projectmates to document pre-construction conditions.
- Establish list of anticipated contractor submittals.

Deliverables

- Monthly progress reports
- Pre-Construction Meeting notice, agenda, handouts/exhibits, and minutes
- List of anticipated contractor submittals

Task 2: Construction Field Inspection and Management

Construction Manager staff shall perform the following, as required:

- Establish and maintain project controls including:
 - On-site organization;
 - Internal and external lines of communication and authority; and
 - Procedures for coordinating with the District, design engineer, contractor, subconsultants, and other stakeholders.

- Verify contractor enforcement of safety and health standards for construction activities. Regularly attend contractor tailgate safety meetings. Perform periodic construction site safety reviews. Report accidents to appropriate authorities promptly. It is understood that District's contractor is responsible for the project's safety at all times throughout the contract.
- Prepare and conduct weekly progress meetings with the contractor and District staff to discuss ongoing construction activities, job progress, scheduling, and other important issues. Prepare minutes and distribute to attendees promptly.
- Review for authorization of contractor-developed submittals such as: staging, Traffic Handling Plan, hazardous materials handling and disposal, project shop drawings, demolition plans, and material submittals. Contractor-developed submittals requiring review and approval by others, i.e. the design engineer, shall be forwarded as appropriate.
- Process contractor-developed Requests for Information (RFI) internally, to the District, or to the design engineer, as appropriate. Copies of RFI correspondence that may result in a Change Order, including initial requests and subsequent responses, shall be flagged.
- Develop and maintain logs for transmittals, submittals, RFI's, change orders, survey requests, and disputes for tracking timely and efficient processing and responses.
- Review, monitor, and document changes to the contractor's schedule. Review and coordinate with the contractor monthly schedule updates for critical path activities.
- Prepare and send Weekly Statement of Working Days to the contractor. Prepare other daily, weekly, and monthly reports as requested by the District.
- Provide daily observation of the contractor's work with appropriately trained and qualified field staff to verify that the work substantially complies with the contract documents and accept or reject the contractor's work as applicable. Field staff to be comprised of the Resident Engineer, Structure Representative, Construction Inspector, material inspectors/ testers, and other appropriate staff as needed.
- Prepare daily inspection reports. Daily records shall contain progress of the project, weather history, contractor's activities, the number of workers on site, problems encountered, and other relevant information.
- Take photographs daily during the construction to document contractor activities, barricade placement, disputed work items, rejected, replaced, or removed items, completed work, and extra work.
- With the assistance of the District and the design engineer, interpret plans and specifications. If further design work or modifications to the contract documents

are required, assist in directing the modifications and provide an appropriate contract change order for authorization by the District.

- Notify the District immediately of any errors or omissions in the contract documents and coordinate corrections with the design engineer.
- Prepare contractor progress payment applications including computing and field verifying pay quantities pursuant to the District’s process.
- Prepare change orders for authorization by the District. Negotiate extra work with the contractor while always keeping the District involved. Prepare estimates for extra work to support change order costs.
- Maintain daily extra work bills, quantity measurements, or such other information as is necessary to document the payment to the contractor for the extra work completed as unit cost, lump sum, or force account.
- If the contractor submits a potential claim or other dispute, Construction Manager shall immediately notify the District. In cooperation with the District, Construction Manager shall evaluate and work to resolve the issue in the field and prior to post-construction.
- Maintain a set of red-line plans to be provided to the District for “As-built” plans. Note all changes to this set as they occur.
- Attend a project walk through with District and contractor personnel to establish a “punch list” of items of work that are not satisfactory.
- Attend a final project walk-through with District and contractor personnel to determine that all “punch list” items of work have been completed.

Deliverables

- Status meeting notices, agendas, handouts/exhibits, and minutes
- Project schedules and project master files
- Daily work diaries
- Daily, weekly, monthly, etc. CM reports
- Negotiate and prepare contract change orders
- Prepare monthly quantities and progress payments
- Review contractor submittals, work plans, etc.
- Record of as-built changes for final as-built drawings
- Punch lists

Task 3: Post-Construction Services

Construction Manager staff shall perform the following as required during this task:

- Perform final observation of the project upon completion to confirm substantial conformity with contract documents.
- Compute the final quantities and prepare the final estimate of cost.
- Determine quantity over-runs and under-runs and provide explanation of each, as needed.
- Prepare the Proposed Final Estimate for contractor agreement.
- Draft and assemble the Final Report of Expenditures, including Change Order Summary, Liquidated Damages/Contractors' Claims Report, Materials Certificate, Report of Completion of Structures, and such other forms and reports as may be required for the District.
- Finalize black-line as-built plans for use by the Design Engineer to develop "Final As-built" drawings.
- Resolution of Contract Claims: Assist the District to resolve claims and disputes to minimize impacts to the project. If a potential claim cannot be resolved during the construction phase, it becomes a claim. If the claim cannot be immediately resolved, Construction Manager shall recommend alternative actions to the District for consideration.

Deliverables

- Final quantities and proposed final estimate
- Explanation of quantity under/over-runs, as needed
- Proposed final estimate
- Draft Final Report of Expenditures (District to complete and submit)
- Record as-built changes for final as-built drawings
- Hard copy project records ready for archiving

4. PAYMENT TO THE CONSTRUCTION MANAGER

Payment to the Construction Manager shall be as called for in Article 2 of the Agreement. The not-to-exceed amount for Task Order No. 1 shall be \$290,434. A summary of the anticipated distribution of costs and manpower over the project duration is shown in Exhibit A.

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

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required?	District Staff Approval
Task Order No. 1 - Construction Management Services	\$290,434	Yes	Paul Eldredge
Total	\$290,434		

5. TIME OF COMPLETION

All work defined in this task order shall be subject to the conditions of Article 3 of the Agreement. A summary of the anticipated schedule of work is shown in Exhibit A based upon the following assumptions:

Description	Force Main Corrosions Repair Project – Phase 4
Notice of Award	October 2023
Construction NTP	October 2023
Construction Duration	12 months
Close Out Duration	1 month

6. KEY PERSONNEL

Engineer’s personnel assigned for this Task Order No. 1 are as follows:

<u>Key Person to be Assigned</u>	<u>Role</u>
Nick Clouser	Construction Manager
Joe Lockwood	Inspector

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

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

DISTRICT

CONSTRUCTION MANAGER

UNION SANITARY DISTRICT

CONSOR NORTH AMERICA, INC.

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

By: _____
Mike Hagerty, P.E.
District Manager

Date: _____

Date: _____

Union Sanitary District
 Force Main Corrosion Repairs Project - Phase 4
 Exhibit A



	Year	2023			2024												Subtotal
		Month	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
Construction Manager	Hours	12	16	16	16	16	16	16	24	48	48	48	48	48	24		428
	Cost	\$ 2,941.80	\$ 3,922.40	\$ 3,922.40	\$ 3,922.40	\$ 3,922.40	\$ 3,922.40	\$ 3,922.40	\$ 5,883.60	\$11,767.20	\$11,767.20	\$11,767.20	\$11,767.20	\$11,767.20	\$11,767.20	\$ 5,883.60	\$ -
Inspector	Hours							40	192	192	192	192	136				944
	Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,824.00	\$32,755.20	\$32,755.20	\$32,755.20	\$32,755.20	\$23,201.60	\$ -	\$ -	\$ -	\$ -
Total Per Month		\$ 2,941.80	\$ 3,922.40	\$ 3,922.40	\$ 3,922.40	\$ 3,922.40	\$ 3,922.40	\$12,707.60	\$44,522.40	\$44,522.40	\$44,522.40	\$44,522.40	\$34,968.80	\$11,767.20	\$ 5,883.60	\$ -	\$ 265,970

Other Prevailing Wage Differential, Allowance* \$ 14,464

Option Material Testing (BSK Associates), Allowance** \$ 10,000

Task Order No. 1 Amount \$ 290,434

* Prevailing Wage Rates apply for Construction Inspection Work. Estimated Differential is \$16.00 per hour that Consor does not include for markup. Consor will only bill actual differential at cost. Effective rate is \$186.60.

** Based on Material Testing Used on Force Main Corrosion Phase 3.

Proposed Rates	
CM	\$ 245.15
Inspector	\$ 170.60



USD TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

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

Karen W. Murphy
Attorney

**OCTOBER 9, 2023
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 15**

TITLE: Annual Report to Union City Fiscal Year 2023 *(This is an Information Item)*

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Armando Lopez, T&D Work Group Manager
Tim Grillo, R&S Team Coach

Recommendation

Information only.

Discussion

A copy of the District's annual report to Union City for FY 2023 is attached for review. This is a draft annual report that will be submitted to the City Manager following Board approval.

Background

Union City Use Permit UP-4-95 requires the District to submit a report annually to the City Manager's Office. The purpose of the report is to:

1. Document the existing wastewater treatment plant flow
2. Provide a projection of the plant flow for the following year
3. List effluent discharge limits imposed by the Regional Water Quality Control Board.
4. Provide a status report on progress made in the development of any new treatment facilities outside of Union City limits

Previous Board Action

None



USD TREAT
PROTECT
PRESERVE
est. 1918
TRI-CITY WASTEWATER

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

October 9, 2023

Ms. Joan Malloy
City Manager, City of Union City
34009 Alvarado-Niles Road
Union City, CA 94587

SUBJECT: SUBMISSION OF ANNUAL REPORT FOR UNION SANITARY DISTRICT FOR FISCAL YEAR 2023

Dear Ms. Malloy,

Pursuant to Union City Use Permit (UP-4-95), Union Sanitary District hereby submits its Annual Report for Fiscal Year 2023.

Introduction

The Union City Planning Commission approved Use Permit No. UP-4-95 on July 20, 1995, which allowed for the expansion of the Union Sanitary District (USD) Alvarado Wastewater Treatment Plant from a capacity of 35 million gallons per day (MGD) to 38 MGD. The Use Permit requires the District to submit an annual report to the City Manager's office documenting the current wastewater flow received at the Alvarado Treatment Plant, a projection of flows for the next year, the current discharge limits imposed by the Regional Water Quality Control Board (RWQCB), and a status report of progress made toward development of any new facilities outside of Union City limits (Condition 9).

A second condition (Condition 6), requiring an annual operations audit by an independent expert, was eliminated by mutual agreement of USD's General Manager and Union City's City Manager in January 2005 following more than 10 years of perfect NPDES permit compliance.

Background

Union Sanitary District, founded in 1918, collects and treats wastewater from the communities of Union City, Newark, and Fremont, California. The District owns and operates a wastewater treatment plant located in Union City. Treated effluent is discharged through the East Bay Dischargers Authority (EBDA) outfall into the San Francisco Bay.

The Alvarado Wastewater Treatment Facility was upgraded in 1981 and was originally rated for a design flow of 19.7 MGD. A plant expansion project increased the treatment capacity in 1985 and further modifications were made in 1993. The firm, reliable treatment capacity of 33 MGD was confirmed in 1997. Construction to renew and replace aging equipment is a continual and ongoing process. In 2019, a study of alternatives was completed to determine the upgrades necessary to meet more stringent requirements for nutrients that are expected under the third Nutrient Watershed Permit.

Current Wastewater Flow

The following is a summary of the average dry weather flow (ADWF) and annual average daily flow (AADF) for recent fiscal years. The Alvarado Treatment Facility is permitted to treat an ADWF flow of 33 MGD under the current National Pollution Discharge Elimination System (NPDES) permit. The ADWF is defined as the average flow during the summer months of May through September within the fiscal year. The AADF is defined as the annual average daily flow throughout the fiscal year, including both wet and dry seasons.

Fiscal Year	ADWF Permitted by NPDES, MGD	Actual ADWF, MGD	Actual AADF, MGD
2019	33	23.2	23.7
2020	33	22.9	22.9
2021	33	23.0	23.1
2022	33	22.2	22.5
2023	33	21.9	22.4

Projected Wastewater Flows

Both the annual average daily flow (AADF) and the annual dry weather flow (ADWF) for FY23 continued to decrease from the previous year. Due to various factors such as water conservation efforts, the District anticipates the AADF and ADWF will decrease slightly in FY24 to 22.3 MGD, and 21.7 MGD, respectively.

Discharge limits

Discharge requirements for the wastewater treatment plant are governed under two NPDES permits. Permit limits for the vast majority of the treatment plant flow that is discharged to the EBDA combined forcemain, is currently governed under Order No. R2 – 2022-0023 for NPDES permit No. CA0037869 (EBDA permit). The table below shows the Discharge Limits for the EBDA Permit.

Parameter	Units	Average Monthly	Average Weekly	Maximum Daily	Instantaneous Minimum	Instantaneous Maximum	Monitoring Location
Carbonaceous Biochemical Oxygen Demand 5-day @ 20°C	mg/L	25	40	-	-	-	EFF-002A through EFF-002D
Total Suspended Solids	mg/L	30	45	-	-	-	EFF-002A through EFF-002D
pH ^[1]	standard units	-	-	-	6.0	9.0	EFF-002A through EFF-002D
Chlorine, Total Residual	mg/L	-	-	-	-	0.0 ^[2,3]	EFF-001
Ammonia, Total	mg/L as N	86 ^[4]	-	110 ^[4]	-	-	EFF-001
Copper, Total Recoverable	µg/L	53	-	69	-	-	EFF-001
Cyanide, Total	µg/L	20	-	40	-	-	EFF-001
Dioxin-TEQ	µg/L	1.4 x 10 ⁻⁸	-	2.8 x 10 ⁻⁸	-	-	EFF-001

The treatment plant has a wet weather outfall located in the Old Alameda Creek that is permitted by the Regional Board under Order No. R2-2020-0027 for NPDES No. CA0038733(wet Weather Permit). This permit allows for the discharge of wet weather flow that exceed the capacity of the EBDA combined forcemain. The table below summarizes the discharge limits for the Wet Weather Permit.

Parameter	Units	Average Monthly Limit	Average Weekly Limit	Maximum Daily Limit	Instantaneous Minimum Limit	Instantaneous Maximum Limit
Carbonaceous Biochemical Oxygen Demand, 5-day @ 20°C (CBOD ₅)	mg/L	-	40	-	-	-
Total Suspended Solids (TSS)	mg/L	-	45	-	-	-
Oil and Grease	mg/L	-	-	20	-	-
pH ^[1]	standard units	-	-	-	6.5	8.5
Copper, Total Recoverable	µg/L	11	-	16	-	-
Lead, Total Recoverable	µg/L	3.4	-	7.1	-	-
Escherichia Coliform Bacteria	CFU/100 mL	-	-	320	-	-
Chlorine, Total Residual	mg/L	-	-	-	-	0.0

The District is pleased to report that full compliance with the discharge requirements in FY23 for the EBDA NPDES permit No. CA0037869. This permit accounts for the majority of the plant flow. The District discharged to the Old Alameda Creek on three occasions on December 31, 2022, January 14, 2023, and January 16, 2023, as permitted by the Wet Weather Permit for flows in excess of the EBDA combined forcemain. This is the first time that the treatment plant has had to discharge to the Old Alameda Creek since 1998. During one of these occasions the

District exceeded its permit limit on E. coli for a very brief period of time. Since this isolated incident all permit requirements have been met.

The San Francisco Regional Water Quality Control Board adopted the second Nutrient Watershed Permit in 2019. The permit includes monitoring requirements and nutrient loading targets for permitted agencies for the San Francisco Bay. It is expected that the information collected for the watershed permit will lead to the establishment of nutrient limitations in the subsequent watershed permit in 2024.

The District began design for the Enhanced Treatment and Site Upgrade (ETSU) Program in 2020. The design of ETSU Phase 1A improvements is expected to be completed by the end of calendar year 2021. Construction of Phase 1A improvements began in 2022 and is expected to be completed in 2025. ETSU Phase 1A will include a new campus building which will free up land needed for the construction of further phases of the program. ETSU Phase 1A will also include aeration basin modifications that will improve activated sludge settleability and the final effluent water quality. Design of ETSU Phase 1B began in 2021 and will continue into calendar year 2024, with construction projected to be completed in 2029. Substantial nutrient removal will be possible after construction of the ETSU Phase 1B improvements.

Development of Facilities Outside of Union City

The ETSU Project will not increase the flow capacity of the USD treatment plant. As a result, the District has no plans for the construction of additional treatment facilities outside of Union City.

If you have any questions or need additional information, please contact me at (510) 477-7517 or armandol@unionsanitary.ca.gov.

Sincerely,

Armando Lopez
Manager, Treatment & Disposal

**UNION SANITARY DISTRICT
CHECK REGISTER
09/16/2023-09/29/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185312	9/21/2023	143	800452.16	CLARK CONSTRUCTION GROUP CA LP	STANDBY POWER SYSTEM UPGRADE	\$2,121,145.63	\$2,121,145.63
185363	9/21/2023	114	800532.15	W.M. LYLES CO	MP - AERATION BASIN MODIFICATIONS	\$2,120,281.34	\$2,120,281.34
185364	9/21/2023	114	800532.15E	W.M. LYLES CO	MP - AERATION BASIN MODIFICATIONS - ESCROW	\$111,593.75	\$111,593.75
185384	9/28/2023	173	39524	CDW GOVERNMENT LLC	CREDIT INVOICE 64776	\$-251.84	\$72,997.12
	9/28/2023		46300		ETSU CAMPUS CORE	\$72,798.96	
	9/28/2023	173	49789		BACKUP STORAGE OVERAGE	\$450.00	
185305	9/21/2023	143	331652200	BUCKLES SMITH ELECTRIC	PLC REPLACEMENT	\$77,416.85	\$67,498.14
	9/21/2023	143	332491500		CREDIT FOR INVOICE 331652200	\$-9,918.71	
185392	9/28/2023	110	916576	HASA INC	4843 GALS SODIUM HYPOCHLORITE	\$15,248.26	\$58,845.75
	9/28/2023	110	916578		4856 GALS SODIUM HYPOCHLORITE	\$15,289.19	
	9/28/2023	110	916860		4544 GALS SODIUM HYPOCHLORITE	\$14,306.85	
	9/28/2023	110	917810		4447 GALS SODIUM HYPOCHLORITE	\$14,001.45	
185331	9/21/2023	141	48420	MARK THOMAS & CO INC	CONSTRUCTION INSPECTION SERVICES 07/3/23 - 07/30/23	\$44,859.95	\$44,859.95
185383	9/28/2023	143	40700	CAROLLO ENGINEERS	PLANT MISCELLANEOUS IMPROVEMENTS	\$27,200.91	\$32,597.70
	9/28/2023	143	40954		WAS THICKENERS	\$5,396.79	
185325	9/21/2023	110	915900	HASA INC	4605 GALS SODIUM HYPOCHLORITE	\$14,498.91	\$29,164.69
	9/21/2023	110	916577		4658 GALS SODIUM HYPOCHLORITE	\$14,665.78	
185414	9/28/2023	122	167420	VALLEY OIL COMPANY	5,914 GALS UNLEADED 10% ETHANOL GAS	\$26,103.80	\$26,103.80

**UNION SANITARY DISTRICT
CHECK REGISTER
09/16/2023-09/29/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185377	9/28/2023	150	305601	BURKE, WILLIAMS & SORENSON LLP	CLAIMS - JUL 2023	\$166.40	\$23,454.68
	9/28/2023	150	305608		CLAIMS - JUL 2023	\$13,237.72	
	9/28/2023	150	306680		ETSU - JUL 2023	\$432.64	
	9/28/2023	150	306683		GENERAL LEGAL - JUL 2023	\$7,088.64	
	9/28/2023	150	307015		STANDBY POWER PROJECT - JUL 2023	\$2,529.28	
185402	9/28/2023	150	78942	NACWA	FY2024 MEMBERSHIP DUES 10/1/23 - 9/30/24	\$23,180.00	\$23,180.00
185327	9/21/2023	110	9017803026	KEMIRA WATER SOLUTIONS INC	43,800 LBS FERROUS CHLORIDE	\$9,450.43	\$20,192.13
	9/21/2023	110	9017803027		47,260 LBS FERROUS CHLORIDE	\$10,741.70	
185324	9/21/2023	110	915047	HASA INC	4597 GALS SODIUM HYPOCHLORITE	\$14,473.72	\$14,473.72
185405	9/28/2023	110	1769983	POLYDYNE INC	42,540 LBS CLARIFLOC WE-539	\$11,778.26	\$11,778.26
185343	9/21/2023	170	013720230911	PACIFIC GAS AND ELECTRIC	SERV TO 09/04/23 BOYCE RD PS	\$4,110.64	\$9,715.95
	9/21/2023	170	096020230906		SERV TO 08/29/23 CATHODIC PROJECT	\$46.94	
	9/21/2023	170	140120230911		SERV TO 08/31/23 IRVINGTON PS	\$3,963.32	
	9/21/2023	170	380420230906		SERV TO 08/29/23 CHERRY ST PS	\$603.82	
	9/21/2023	170	666720230906		SERV TO 08/29/23 PASEO PADRE PS	\$562.32	
	9/21/2023	170	898220230906		SERV TO 08/29/23 FREMONT PS	\$428.91	
185378	9/28/2023		3859	CAL SANITATION RISK MNGT AUTH	CLAIM: LOPEZ FILE# 3045849	\$9,371.22	\$9,371.22
185318	9/21/2023	110	1425620	DEPARTMENT OF GENERAL SERVICES	SERV: JUL 2023 PLANT	\$9,367.85	\$9,367.85
185303	9/21/2023	173	2308111150A	AVEPOINT PUBLIC SECTOR INC	CLOUD BACKUP AND MGMT FOR M365	\$9,135.00	\$9,135.00

**UNION SANITARY DISTRICT
CHECK REGISTER
09/16/2023-09/29/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185376	9/28/2023	121	371467	BRENNTAG PACIFIC INC	3317 LBS SODIUM HYDROXIDE	\$2,865.05	\$8,569.27
	9/28/2023	121	371468		6635 LBS SODIUM HYDROXIDE	\$5,704.22	
185344	9/21/2023	130	13888993	PFM ASSET MANAGEMENT LLC	INVESTMENT MANAGEMENT / ADVISORY SERVICES	\$8,099.90	\$8,099.90
185398	9/28/2023	113	2308E89	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$709.00	\$7,341.00
	9/28/2023	113	2308E94		LAB SAMPLE ANALYSIS	\$1,208.50	
	9/28/2023	113	2308H60		LAB SAMPLE ANALYSIS	\$963.00	
	9/28/2023	113	2308H65		LAB SAMPLE ANALYSIS	\$224.00	
	9/28/2023	113	2308H67		LAB SAMPLE ANALYSIS	\$1,352.00	
	9/28/2023	113	2308L02		LAB SAMPLE ANALYSIS	\$1,303.00	
	9/28/2023	113	2308L04		LAB SAMPLE ANALYSIS	\$860.00	
	9/28/2023	113	2308P02		LAB SAMPLE ANALYSIS	\$721.50	
185298	9/21/2023	170	5295247	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$59.97	\$7,032.36
	9/21/2023	143	5295312		ASTD PARTS & MATERIALS	\$3,535.69	
	9/21/2023	172	5295359		ASTD PARTS & MATERIALS	\$3,436.70	
185297	9/21/2023	170	4017274120230908	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 09/06/23 - FREMONT BLVD	\$5,743.01	\$6,854.25
	9/21/2023	170	4017275220230907		SERV TO: 09/06/23 - FREMONT BLVD	\$1,045.16	
	9/21/2023	170	4017420220230908		SERV TO: 09/07/23 - FREMONT BLVD	\$66.08	
185341	9/21/2023	123	13191	MUNICIPAL MAINT EQUIPMENT INC	VACTOR PARTS	\$6,671.89	\$6,671.89
185396	9/28/2023		99150	LIBERTY PROCESS EQUIPMENT INC	PUMP PARTS	\$6,500.18	\$6,500.18

**UNION SANITARY DISTRICT
CHECK REGISTER
09/16/2023-09/29/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185365	9/21/2023		4520622	WESTERN ENERGY SYSTEMS	PRELUBE OIL PUMP	\$5,620.67	\$5,620.67
185366	9/21/2023	143	5332	WORKSMART AUTOMATION INC	PLANT MISCELLANEOUS IMPROVEMENTS	\$4,810.00	\$4,810.00
185406	9/28/2023	170	105751	PRIME MECHANICAL SERVICE INC	MONTHLY MAINTENANCE - JUL 23	\$992.00	\$3,742.00
	9/28/2023	121	105757		ANNUAL COIL CLEANING	\$2,265.00	
	9/28/2023	121	105767		SERVICE CALL: HVAC SERVICE BLDG 82	\$485.00	
185342	9/21/2023		8485975	OVIVO USA LLC	3 CLARIFIER AXLES	\$3,589.45	\$3,589.45
185358	9/21/2023	136	316520230831	US BANK TREASURY MGMT SVCS	MONTHLY BANK SERVICES - AUG 2023	\$3,543.98	\$3,543.98
185302	9/21/2023		20415510	AT&T	SERV: 07/20/23 - 08/19/23	\$26.07	\$3,482.85
	9/21/2023		20415512		SERV: 07/20/23 - 08/19/23	\$3,225.25	
	9/21/2023		20415534		SERV: 07/20/23 - 08/19/23	\$231.53	
185329	9/21/2023		20230921	MATTHEW LUBINA	COMPUTER NOTE	\$3,300.00	\$3,300.00

**UNION SANITARY DISTRICT
CHECK REGISTER
09/16/2023-09/29/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185320	9/21/2023	170	9796310002	GRAINGER INC	ASTD PARTS & MATERIALS	\$30.34	\$2,950.54
	9/21/2023	170	9801496127		ASTD PARTS & MATERIALS	\$65.61	
	9/21/2023	170	9802016452		ASTD PARTS & MATERIALS	\$25.36	
	9/21/2023	170	9802150012		ASTD PARTS & MATERIALS	\$13.28	
	9/21/2023	111	9803744763		ASTD PARTS & MATERIALS	\$65.48	
	9/21/2023		9803744771		ASTD PARTS & MATERIALS	\$410.72	
	9/21/2023		9803778480		ASTD PARTS & MATERIALS	\$1,628.35	
	9/21/2023	170	9803953646		ASTD PARTS & MATERIALS	\$11.01	
	9/21/2023	170	9803953661		ASTD PARTS & MATERIALS	\$169.56	
	9/21/2023	122	9804112283		ASTD PARTS & MATERIALS	\$33.95	
	9/21/2023	170	9804616150		ASTD PARTS & MATERIALS	\$117.68	
	9/21/2023	170	9805645042		ASTD PARTS & MATERIALS	\$379.20	
185390	9/28/2023	170	9808863360		GRAINGER INC	ASTD PARTS & MATERIALS	
	9/28/2023	111	9811832097	ASTD PARTS & MATERIALS		\$26.94	
	9/28/2023	170	9811832105	ASTD PARTS & MATERIALS		\$451.69	
	9/28/2023		9812401348	ASTD PARTS & MATERIALS		\$974.77	
	9/28/2023		9813961852	ASTD PARTS & MATERIALS		\$900.42	
	9/28/2023	122	9816574355	ASTD PARTS & MATERIALS		\$122.20	
185361	9/21/2023	123	14493	VON EUW TRUCKING	SPOILS DUMP FEE	\$2,775.00	\$2,775.00

**UNION SANITARY DISTRICT
CHECK REGISTER
09/16/2023-09/29/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185326	9/21/2023	141	HTYS332	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - SEP 23	\$1,691.48	\$2,585.53
	9/21/2023	141	HVDW511		OFF-SITE STORAGE AND SERVICE - SEP 23	\$894.05	
185395	9/28/2023		48318	JASON ALLEN CONSTRUCTION	REFUND # 60600	\$2,500.00	\$2,500.00
185412	9/28/2023		10640	TOLL BROTHERS	REFUND # 60604	\$2,500.00	\$2,500.00
185321	9/21/2023		9806697570	GRAINGER INC	ASTD PARTS & MATERIALS	\$2,183.43	\$2,460.46
	9/21/2023	130	9808694534		ASTD PARTS & MATERIALS	\$277.03	
185322	9/21/2023		3T1493	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$258.61	\$2,348.16
	9/21/2023	170	3T1494		ASTD PARTS & MATERIALS	\$673.62	
	9/21/2023	170	3T1495		ASTD PARTS & MATERIALS	\$73.04	
	9/21/2023	170	3T1496		ASTD PARTS & MATERIALS	\$372.65	
	9/21/2023		3T1534		ASTD PARTS & MATERIALS	\$919.08	
	9/21/2023		3T1570		ASTD PARTS & MATERIALS	\$51.16	
185300	9/21/2023	121	17561	AMERICAN DISCOUNT SECURITY	08/01/23 - 08/31/23 GUARD AT DISTRICT	\$2,266.65	\$2,266.65
185330	9/21/2023	130	83123	MACLEOD WATTS INC	ACTUARIALS: OPEB VALUATION AS OF 06/30/23	\$2,100.00	\$2,100.00
185385	9/28/2023		181679257	COLORADO WASHINGTON INC COMCAST OF	FIBER INTERNET BACKUP - SEP 2023	\$2,010.71	\$2,010.71
185317	9/21/2023		20230825	DALE HARDWARE INC	08/23 - ASTD PARTS & MATERIALS	\$1,997.42	\$1,997.42
185360	9/21/2023	123	14390	VON EUW TRUCKING	46.59 TONS 3/4" CL II AB	\$1,934.95	\$1,934.95

**UNION SANITARY DISTRICT
CHECK REGISTER
09/16/2023-09/29/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185308	9/21/2023	113	711101	CALTEST ANALYTICAL LABORATORY	5 LAB SAMPLE ANALYSIS	\$563.40	\$1,847.70
	9/21/2023	113	711110		2 LAB SAMPLE ANALYSIS	\$145.80	
	9/21/2023	113	711147		6 LAB SAMPLE ANALYSIS	\$1,138.50	
185349	9/21/2023	132	53009	SLOAN SAKAI YEUNG & WONG LLP	SPECIAL COUNSEL SERVICES	\$1,782.00	\$1,782.00
185316	9/21/2023	143	3730627	DAILY JOURNAL CORPORATION	EAST WARREN AVENUE SS REPLACEMENT	\$1,767.36	\$1,767.36
185415	9/28/2023		8813949113	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$1,298.27	\$1,742.47
	9/28/2023		8813949114		LAB SUPPLIES	\$444.20	
185382	9/28/2023	170	10010113051	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$145.30	\$1,726.21
	9/28/2023	170	10010113052		PAINT & RELATED PAINT SUPPLIES	\$953.40	
	9/28/2023	170	10010113322		PAINT & RELATED PAINT SUPPLIES	\$627.51	
185346	9/21/2023	121	105662	PRIME MECHANICAL SERVICE INC	SERVICE CALL: HVAC SERVICE BLDG 82	\$485.00	\$1,683.31
	9/21/2023	121	105698		SERVICE CALL: HVAC SERVICE	\$1,198.31	
185400	9/28/2023	171	2463993	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - SEP 2023	\$1,635.19	\$1,635.19
185356	9/21/2023	111	51440136	UNIVAR SOLUTIONS USA INC	225 GALS SODIUM BISULFITE 38%	\$1,632.18	\$1,632.18
185352	9/21/2023	170	437463318	TERMINIX COMMERCIAL	PEST CONTROL	\$273.00	\$1,597.00
	9/21/2023	170	437465536		PEST CONTROL	\$148.00	
	9/21/2023	170	437465537		PEST CONTROL	\$1,176.00	
185394	9/28/2023	144	115	STEPHANIE HUGHES, CHE P.E.	CONSULTING SERVICES	\$1,518.75	\$1,518.75
185335	9/21/2023	121	14043507	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$1,502.82	\$1,502.82

**UNION SANITARY DISTRICT
CHECK REGISTER
09/16/2023-09/29/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185348	9/21/2023	144	20230914	AARON ROBLES	EXP REIMB: REGISTRATION & SHUTTLE CASQA 2023 CONFERENCE	\$1,398.88	\$1,398.88
185337	9/21/2023	121	14050034	MCMaster SUPPLY INC	ASTD PARTS & MATERIALS	\$1,388.26	\$1,388.26
185301	9/21/2023		5180245118	ARAMARK	UNIFORM LAUNDERING & RUGS	\$550.93	\$1,333.18
	9/21/2023		5180245119		UNIFORM LAUNDERING SERVICE	\$688.26	
	9/21/2023	122	5180245122		ASTD DUST MOPS, WET MOPS & TERRY	\$93.99	
185333	9/21/2023		14287183	MCMaster SUPPLY INC	ASTD PARTS & MATERIALS	\$498.11	\$1,296.89
	9/21/2023	170	14359251		ASTD PARTS & MATERIALS	\$94.80	
	9/21/2023		14519685		ASTD PARTS & MATERIALS	\$703.98	
185368	9/28/2023	170	5502093696	AIRGAS NCN	CYLINDER RENTAL	\$1,240.12	\$1,240.12
185313	9/21/2023	170	20230901	COMMUNICATION & CONTROL INC	UTILITY FEE/ANTENNA RENTAL	\$1,227.30	\$1,227.30
185328	9/21/2023	173	29593MSA	LOOKINGPOINT INC	NEXT CARE RENEWAL	\$1,225.00	\$1,225.00
185370	9/28/2023	170	5295685	ALL INDUSTRIAL ELECTRIC SUPPLY	ASTD PARTS & MATERIALS	\$1,151.80	\$1,151.80
185367	9/21/2023	150	5597	ZELAYA DESIGNS	NEWSLETTER SERVICES	\$1,040.50	\$1,040.50
185307	9/21/2023		20230919	STATE OF CALIFORNIA	SALES & USE TAX 08/01/23 - 08/31/2023	\$1,000.61	\$1,000.61
185403	9/28/2023	122	20230831	NAPA AUTO PARTS	MONTHLY AUTO PARTS STMT - AUG 2023	\$990.89	\$990.89
185334	9/21/2023	122	13669124	MCMaster SUPPLY INC	ASTD PARTS & MATERIALS	\$945.76	\$945.76
185410	9/28/2023	170	72179685	ROSEMOUNT MEASUREMENT INC	2 HEAT MIX TEMPERATURE TRANSMITTERS	\$922.90	\$922.90
185372	9/28/2023		5180247717	ARAMARK	UNIFORM LAUNDERING & RUGS	\$433.48	\$912.29
	9/28/2023		5180247718		UNIFORM LAUNDERING SERVICE	\$478.81	

**UNION SANITARY DISTRICT
CHECK REGISTER
09/16/2023-09/29/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185373	9/28/2023	173	603616	AVERTIUM LLC	VULNERABILITY SCANNER	\$911.00	\$911.00
185409	9/28/2023	170	402481	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$825.28	\$825.28
185369	9/28/2023	170	5654708001	ALAMEDA ELECTRICAL DISTR. INC.	ASTD ELECTRICAL SUPPLIES	\$789.48	\$789.48
185319	9/21/2023	122	1841099540	GOODYEAR COMM TIRE & SERV CTRS	5 TIRES	\$961.20	\$768.96
	9/21/2023	122	1841099637		CREDIT: 1 TIRE	\$-192.24	
185315	9/21/2023	170	89185	CONCRETE WALL SAWING CO INC	CONCRETE GPR & CORE DRILLING	\$700.00	\$700.00
185347	9/21/2023	120	27483475	QUIKRETE NORTHERN CALIFORNIA	56 BGS 60# BLACKTOP PATCH	\$689.55	\$689.55
185340	9/21/2023		9813	MUNICIPAL MAINT EQUIPMENT INC	2 SWIVELS	\$686.99	\$686.99
185407	9/28/2023	123	27637440	QUIKRETE NORTHERN CALIFORNIA	50 BGS 60# BLACKTOP PATCH	\$676.94	\$676.94
185387	9/28/2023	132	664196830	CONCENTRA MEDICAL CENTERS	1 NEW HIRE PHYSICAL	\$269.00	\$611.00
	9/28/2023	132	80441707		1 NEW HIRE PHYSICAL	\$342.00	
185393	9/28/2023		605235335	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$506.32	\$506.32
185391	9/28/2023		3T1843	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$307.99	\$420.95
	9/28/2023	170	3T1844		ASTD PARTS & MATERIALS	\$112.96	
185397	9/28/2023		5705022	MALLORY SAFETY AND SUPPLY LLC	96 PR GLOVES	\$409.35	\$409.35
185306	9/21/2023	143	307014	BURKE, WILLIAMS & SORENSON LLP	CIP - AUG 2023	\$399.36	\$399.36
185336	9/21/2023		14046077	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$399.04	\$399.04

**UNION SANITARY DISTRICT
CHECK REGISTER
09/16/2023-09/29/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185371	9/28/2023	130	13HWTWYTJN3G	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$40.01	\$398.63
	9/28/2023	144	1FDLJ7Q7LRJ3		ASTD OFFICE SUPPLIES	\$143.96	
	9/28/2023	170	1HLHCYR16GJK		ASTD OFFICE SUPPLIES	\$196.16	
	9/28/2023	170	1JGT9PFK7PYT		ASTD OFFICE SUPPLIES	\$18.50	
185311	9/21/2023	150	21400	CITYLEAF INC	PLANT MAINTENANCE - SEP 2023	\$361.65	\$361.65
185345	9/21/2023		188791	PREFERRED ALLIANCE INC	AUG 2023 SERVICE FEE	\$359.58	\$359.58
185354	9/21/2023	123	156271	TRI-SIGNAL INTEGRATION INC	FIRE PROTECTION SERVICE - QUARTERLY SPRINKLER SYSTEM INSP	\$312.50	\$312.50
185388	9/28/2023	173	30681182	CORELOGIC INFORMATION SOLUTION	REALQUEST SWM RENEWAL	\$309.00	\$309.00
185386	9/28/2023	170	20232201	COMPACTOR MANAGEMENT COMPANY	SERVICE CALL ON TRASH COMPACTOR 2- 8/28/23	\$285.19	\$285.19
185353	9/21/2023		20230919	KAROLINE TERRAZAS	EXP REIMB: SUPPLIES FOR LEADERSHIP COURSES	\$66.27	\$282.74
	9/21/2023		20230919.1		EXP REIMB: RECOGNITION LUNCH & SUPPLIES FOR OST MEETING	\$216.47	
185332	9/21/2023	170	771088545	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - AUG 2023	\$271.94	\$271.94
185314	9/21/2023	132	80378626	CONCENTRA MEDICAL CENTERS	1 NEW HIRE PHYSICAL	\$263.00	\$263.00
185408	9/28/2023	132	20230925	NASIHA RAHMAN	EXP REIMB: SAFETY SHOES	\$175.00	\$262.98
	9/28/2023		20230927		EXP REIMB: LDP SUPPLIES	\$87.98	
185310	9/21/2023	130	20230919	MARK CARLSON	EXP REIMB: QUARTERLY LUNCH RECOGNITION	\$217.05	\$217.05
185357	9/21/2023	136	98XW53343	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 08/26/23	\$211.74	\$211.74
185374	9/28/2023	121	27048600	BECK'S SHOES	SAFETY SHOES: M. DEL TORO	\$173.36	\$173.36
185350	9/21/2023	141	20230831	SPOK INC	SEP 2023 PAGER SERVICE	\$156.18	\$156.18

**UNION SANITARY DISTRICT
CHECK REGISTER
09/16/2023-09/29/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185351	9/21/2023	111	20230918	SWRCB - STATE WATER RESOURCES	GRADE V OPERATOR CERTIFICATE RENEWAL - A. LULLO	\$150.00	\$150.00
185411	9/28/2023	111	20230922	SWRCB - STATE WATER RESOURCES	GRADE V OPERATOR CERTIFICATE RENEWAL - M. FORTNER	\$150.00	\$150.00
185380	9/28/2023	113	711910	CALTEST ANALYTICAL LABORATORY	2 LAB SAMPLE ANALYSIS	\$145.80	\$145.80
185379	9/28/2023	132	680659	STATE OF CALIFORNIA	6 NEW HIRE FINGERPRINT	\$145.00	\$145.00
185304	9/21/2023	120	18273950	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$142.75	\$142.75
185339	9/21/2023	170	2461007	MOBILE MODULAR MANAGEMENT CORP	FMC TRAILER RENTAL - AUG 2023	\$142.30	\$142.30
185309	9/21/2023	113	711784	CALTEST ANALYTICAL LABORATORY	3 LAB SAMPLE ANALYSIS	\$137.70	\$137.70
185416	9/28/2023	113	2308142	ZALCO LABORATORIES INC	LAB ANALYSIS	\$125.00	\$125.00
185413	9/28/2023	136	98XW53353	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 09/02/23	\$113.38	\$113.38
185299	9/21/2023	122	1CRCVKDKMRT4	AMAZON.COM LLC	ASTD OFFICE SUPPLIES	\$23.21	\$112.84
	9/21/2023	170	1X64GMPW314X		ASTD OFFICE SUPPLIES	\$43.17	
	9/21/2023	111	1YKKH4VYGK3M		ASTD OFFICE SUPPLIES	\$46.46	
185389	9/28/2023	123	27447	FREMONT RECYCLING & TRANSFER	.75 TON GREEN WASTE	\$110.38	\$110.38
185399	9/28/2023	122	14292621	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$43.10	\$97.12
	9/28/2023	170	14500037		ASTD PARTS & MATERIALS	\$26.43	
	9/28/2023	170	14676071		ASTD PARTS & MATERIALS	\$27.59	
185381	9/28/2023	173	6005412446	CANON SOLUTIONS AMERICA INC	MTHLY MAINTENANCE BASED ON USE	\$95.10	\$95.10
185338	9/21/2023		14052899	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$92.87	\$92.87
185355	9/21/2023	141	440949	ULTRAEX LLC	COURIER SVCS: 1 BOARDMEMBER DELIVERY - 08/23/23	\$56.30	\$56.30

**UNION SANITARY DISTRICT
CHECK REGISTER
09/16/2023-09/29/2023**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
185359	9/21/2023		9943275987	VERIZON WIRELESS	WIRELESS SERV 08/02/23-09/01/23	\$52.00	\$52.00
185323	9/21/2023	170	3T1617	HARRINGTON INDUSTRIAL PLASTICS	ASTD PARTS & MATERIALS	\$50.51	\$50.51
185375	9/28/2023	130	18296140	BLAISDELL'S	ASTD OFFICE SUPPLIES	\$44.24	\$44.24
185404	9/28/2023	122	242640	NAYLOR STEEL INC	ASTD METAL, STEEL, STAINLESS & ALUMINUM	\$15.44	\$15.44
185362	9/21/2023	113	8813893967	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$11.56	\$11.56
185401	9/28/2023	132	20230905	ANDREW MUJSCE	REIMB LIVESCAN PRE-EMPLOYMENT	\$10.00	\$10.00

Invoices:

Credit Memos :	3	-10,362.79
\$0 - \$1,000 :	123	40,691.09
\$1,000 - \$10,000 :	57	182,142.66
\$10,000 - \$100,000 :	16	409,802.31
Over \$100,000 :	3	4,353,020.72
Total:	202	4,975,293.99

Checks:

\$0 - \$1,000 :	53	18,431.89
\$1,000 - \$10,000 :	52	178,695.44
\$10,000 - \$100,000 :	12	425,145.94
Over \$100,000 :	3	4,353,020.72
Total:	120	4,975,293.99